

LEGAL NOTICE

1. GENERAL

- 1.1. For the purposes of this Legal Notice, the term web page indicates a set of subpages on the URL address: <http://www.carwash.shop>.
- 1.2. The website is managed by CAR WASH SHOP 8051 N. Tamiami Trail STE E6, Sarasota, Florida 34343, USA, Employer Identification Number: 37- 2157927 (in further text: CAR WASH SHOP)
- 1.3. The Legal Notice determines the mode of use web page and services offered through the web page CAR WASH SHOP and confirms the rights and obligations of users and CAR WASH SHOP.
- 1.4. With a click on: "I agree" which appears during the first registration of users or after the first registration on the user account from the date of entry into force of the first legal notice and with any subsequent use of web page, the user agrees to use provisions of the appropriate legal notice.
- 1.5. All rights reserved. The information and materials on the website are protected by intellectual property rights, the ownership of the CAR WASH SHOP, or the intellectual property rights of the legal entities whose contents are included on the website.

2. USERS

- 2.1. Users of the website and services provided by CAR WASH SHOP are private users and business users to register on the website and create a user account.
- 2.2. Private users are psychical persons who use exclusively website and services provided by CAR WASH SHOP for self-usage and not in the sense of carrying out an activity selling car washes and other things or rights that are sold on the website.
- 2.3. Business users are physical and legal entities who use websites and services provided by CAR WASH SHOP for obtaining registered activities apropos profitable activities.
- 2.4. Private users and business users can be commonly referred to as "customers" in cases where the same rules apply to both private and business users.
- 2.5. Visitors of the website are physical and legal entities that do not create user accounts on the website and therefore have a limited range of services that offer CAR WASH SHOP.

3. ADVERTISEMENT

- 3.1. Users on the website can advertise ads that are intended for the direct sale of washing products, parts and accessories, accessories, car washes, or other products that are sold on the website.
- 3.2. Users advertise using a standardized and pre-prepared form available online on the page, where they enter the requested data. The ad should be in English or BH/HR/RS.
- 3.3. An ad placed by natural persons is published for 30 days from the day of complete publication of the ad, an ad published by legal entities for 1 year from the day of complete publication of the ad, an ad published by legal entities for 1 year from the day of complete publication of the ad until the user publishes it, he does not cancel the ads in advance or extend the publication for the same period. Prolonging the publication of advertisements by natural persons is possible only with free advertisements. The advertisement of legal entities for the offer of car washes or equipment that is not yet in stock is published within 30 days from the day of the complete placement of the advertisement, and an extension of the publication of such an advertisement is not possible. After canceling the announcement, the content of the ad is available to the user in the archive for 30 days. After this period, the active website is no longer available.

- 3.4. The user guarantees the correctness, accuracy, truthfulness, and up-to-date of the submitted data. The full content of the advertisement, including submitted photos, published price, and correct contact information, is the sole responsibility of the user or the person submitting the vote for publication on behalf of the user.
- 3.5. CAR WAS SHOP does not assume responsibility for the veracity of published or entered user data. Any agreement for the sale of goods or services published on the website is only a contract between the buyer and the user of the goods or services they sell and does not cause any indirect or direct contractual relationship between the buyer, the user as a seller, and the CAR WASH SHOP.
- 3.6. CAR WASH SHOP reserves the right to additionally check the advertisement before publication, to refuse publication, advertising, delete or block the publication of the entire content or any part of the advertisement, or to change the category of advertisement publication, to the extent that it is inappropriate, controversial, misleading, published in an inappropriate part or in any way unsuitable for publication according to the criteria of the website editor.

CAR WASH SHOP also reserves the right to limit the number or tempo of postings if postings conflict with legal notice, or for any other reason as determined by the editor.

3.7. Typical general cases of irregularities in the publication of advertisements:

- publication of inappropriate advertisement content
- an advertisement that represents a violation of the Law on Prevention of Illegal Work
- advertisement with the content BUY, LOOK, RENT (publishing of this kind of advertisement is not allowed)
- advertisement that is not published in English or BH / HR/ RS language
- an ad that contains religious, racial, or political content or shows religious or political symbols - an ad that is in any way in contravention of applicable laws

Typical examples of irregularities in publishing or entering contact or user data:

- publication of information about the subscriber of the website that is untrue, inaccurate, incomplete, or the contact cannot be reached
- publication of contact data anywhere, except in the field for entering contact data (phone, e-mail), e.g. in the title of the ad, in the Note field, in the title of the seller
- registration of an individual, even if it is a legal or physical person with a registered employee
- duplicate (or multiple) registrations of the same user (natural person)

Typical examples of incorrect pricing:

- an ad that by default does not have a published Final Retail Net Price (MPC)
- advertisement with fake price (final retail price with VAT and not published)
- an ad that only shows the leasing deposit, the initial price instead of the final price (MPC, for example, auctions, collection of bids)
- an ad that only shows the discount amount instead of the final MPC
- an ad that instead of the final MPC price shows only the basic price that does not include mandatory payments at the time of purchase (e.g. transport, import, assembly, warranty period)
- the advertisement in which the price is stated is valid only under special conditions, for example with financing... Such an offer is allowed to be advertised only in the form of an additional lease of the SPECIAL PRICE option.
- the price must refer to the specifically advertised product, not to a general offer (such as "from...")

Other examples of controversial ads:

- advertising of service activities (such advertising is not allowed exclusively in the form of banners)
- an ad with an incorrect indication of the place of visit or delivery (e.g. the article/product is NOT in stock)
- advertising offers of NEW car washes and accessories via the Internet configurator (such advertising is allowed exclusively in the form of banners)

- advertising for business users, where a large part of the offer is mediation in the purchase of products that are actually on sale at other or foreign retailers, are not in stock, or are still being prepared
- an ad with an inappropriate photo or a photo that is disputed by copyright (for example: copying a photo from another media or another seller's ad)
- inappropriate ad content (eg ads for animals, agricultural products, construction materials and tools, computer equipment, handguns, weapons, or weapon selection)
- duplication of ads with the same content (eg ads for the same product published several times at the same time),
- an ad that does not offer a clearly defined individual item/product (example: advertising a general sales campaign, general voting, multiple ads in one...)
- an ad that represents a small announcement on the basis (first) photo, and not individual offers in the ad (example: advertising of services, general advertising of an online store...)
- advertising of questionable products (for example pirated products, product copies, clones, fakes...)
- an ad that in its content or notes comments on the offers of other ads or advertisers
- an ad that contains HTML or other codes in the note text (unless the additional RTE function is leased)
- an ad that contains codes for automatic redirection in the description
- ad for an offer that is no longer current (e.g. sold)

Typical examples of irregularity in publication due to choosing the wrong category or subcategory of the website:

- advertisement for various equipment and parts, published in the CAR WASH category
- advertising of car washes BY PARTS, or car washes where some parts (or "pieces") are missing and are suitable for parts (exceptionally, this kind of ad can only be published in the category PARTS AND ACCESSORIES / CAR WASH FOR PARTS, i.e. only registered dealers, with registered employees)
- ads of various parts and equipment in any section except in the section PARTS AND ACCESSORIES

3.8. Instructions and explanations related to ads are available to users on the website in the "User Help" document, which is an integral part of this Legal Notice and is available at the following link: <http://www.carwash.shop/help.asp>.

3.9. CAR WASH SHOP reserves the right to charge for blocking or deleting advertisements of unwanted content according to the valid price list, which is an integral part of this Legal Notice and is available at the following link: <http://www.carwash.shop/pricelist/merchants.pdf>. In the case that the publication has been charged, and the ad is blocked or deleted from the website, the user has no right to return the publication fee.

3.10. By publishing an ad, the user assumes criminal and compensation responsibility in connection with advertising, editing, deletion, and content of the entire ad or any part of the ad.

4. PRICE AND TERMS OF PAYMENT

4.1. The use of the website and services provided by CAR WASH SHOP is free for private users, namely:

- after confirming the authenticity of the user's contact number via SMS, i
- within a maximum of 2 ads published at the same time, i
- a total of no more than 5 ads per month

If the user wants to place a new ad, but:

- the user's contact number is not confirmed or cannot be confirmed via SMS, or
- there are 2 or more active ads at the time of publication or
- published a total of 5 or more ads in the last month, the publication or each subsequent publication is charged in accordance with the valid CAR WASH SHOP price list, which is an integral part of this Legal Notice and is available at the following link: <http://www.carwash.shop/cjenovnik/adverts.pdf>.

- 4.2. The use of the website and services provided by CAR WASH SHOP is charged to business users according to the valid price list, which is an integral part of this Legal Notice and is available at the following link: <http://carwash.shop//oglasj.pdf>.

Beginning of the subscription relationship:

In the case of business user registration, when we receive a confirmed offer or payment by the 15th of that month, the official start of advertising or billing is on the 1st day of the current month.

In the case of business user registration, where we receive a confirmed offer or payment from the 16th of the month, the official start or billing of advertising is the 1st day of the following month. The same time frame applies to the payment in case of activation of a previously deactivated merchant.

End of subscription:

The request for termination of the subscription relationship must be submitted in writing and sent to the e-mail address: carwash@carwash.shop. Written resignations received by the last day of the current month shall take effect on the first (1) day of the following month.

- 4.3. CAR WAS SHOP reserves the right to immediately refuse or delete the publication of advertisements or to deny access to the user account in case of late payment of the website. In the aforementioned case, CAR WASH SHOP also reserves the right to immediately terminate the subscription relationship with non-payment and to refuse to publish an ad or deny access to the user account to a user who has recorded a lack of account funds in the Registry of outstanding obligations. CAR WASH SHOP also reserves the right to refuse user registration, i.e. registration with advance payment for at least 4 months, for a trader who is through related companies (the same co-founders, partners, responsible persons, contact persons, contact details...) has already been terminated. On the website, but have not settled their obligations in full or individual ratings, credit ratings, unrecorded TRR, user history, or for any other reason.

5. UNAUTHORIZED USE OF THE SITE AND SERVICES

- 5.1. If CAR WASH SHOP discovers that the business owner of the website or the services provided by CAR WASH SHOP uses under the pretext that he is a private user, he has the right to temporarily or permanently prevent him as a business user from using the website and services, and retroactively (i.e. from the moment he met the criteria for a business user), by Article 4 of this legal notice and the CAR WASH SHOP price list, and is charged by using the website as applicable to business users.

- 5.2. In particular, the following are considered illegal use of the website:

- try to obtain and use a password that has been granted to another user
- double registration of the same private user
- forwarding own available data to third parties
- intentionally disrupting and disabling the work of other network users
- destroying and changing data owned by other users
- breach of confidentiality and publication of data owned by other users
- the use of data published on the website for commercial and non-commercial purposes, to the extent that this is not the case expressly permitted based on a written agreement (example: misuse of email addresses, copying of content or part of content or advertisements...)
- publishing and sending information that violates copyright
- submission of false and misleading personal data when submitting/editing advertising content
- using programs or procedures whose purpose or consequence is to damage the integrity and stability of the computer, computer system, or network
- the use of various programs, third-party applications, or browser software upgrades that use access to the content (data) or automatic editing of the content (data) on the www.carwash.shop website (e.g. data extraction in the form of source code, page, or screen screenshots, automatic form filling or automatic data filling, etc.)

- any use that contradicts or automatic filling of data, etc.)
 - any legal use that is contrary to the purpose for which the website was created and as such derives from it a Legal Notice.
- 5.3. Use of the website contrary to the rules stated in this legal notice or an illegal manner is strictly prohibited. In case of doubt about the permissibility of using the website, any use that is not expressly permitted by CAR WASH SHOP is considered inadmissible.

6. COPYRIGHT

- 6.1. The advertisement on the web page represents content and information that is content standardized. With the help of various applications, the display of data in the ad is unified, the display of photos is optimized, and the data is sorted in such a way that it can be compared with individual input data before the creation of the ad gets additional value. The user agrees that CAR WASH SHOP, at the moment of creating the ad, is on the ad and will receive the copyright. Also, CAR WASH SHOP enjoys the exclusive right of publication and distribution of the area, the content of the ad, individual parts of the ad, or photographs. The user guarantees that he is the sole author of the texts and photos published in the advertising message free of charge and exclusively for 12 months transferred by CAR WASH SHOP to the extent that it allows him to store, process, and publish them on the website in the manner recorded in these general conditions and used by the purpose of advertising. The user also expressly and irrevocably allows CAR WAS SHOP to fully exercise these rights, which are hereby transferred to third parties who can reproduce these advertisements and present them to the public in any way (via computer, printing...)
- 6.2. Copying, distribution, republication, modification, information, and material on or from the website, mailing, and distribution in any way without the prior written permission of CAR WASH SHOP is prohibited. The use of any element of the website for any purpose other than your non-commercial use is also prohibited.
- 6.3. The user agrees that to avoid unauthorized copying, all photos published on the website are marked with the mark Copyright (C) www.carwash.shop or any other mark used for this purpose CAR WASH SHOP.
- 6.4. Business users have the right to use during the valid subscription relationship with CAR WASH SHOP the content that displays their advertisements, either in the form of display on their official website or in printed form, printed at your point of sale at the company's headquarters.
- 6.5. Users agree to respect copyright and intellectual property rights that protect any product/article published on the website.

7. PROTECTION OF PERSONAL DATA

- 7.1. Provisions related to the protection of personal data of users of the carwash. shop website owes transparency to the user available at <https://www.carwash.shop/OsobniPodatci.pdf>

8. LIMITATION OF LIABILITY

- 8.1. CAR WASH SHOP assumes no responsibility for ensuring the correctness, accuracy, up-to-dateness, and completeness of the advertisements published on the website. All information, materials, and data on the website are informative.
- 8.2. CAR WASH SHOP is not responsible for the design and content of web pages that are in any way linked to the web pages. When visiting and using linked websites, CAR WASH SHOP is responsible for all cases excluded.



- 8.3. CAR WASH SHOP strives for the optimal functioning of the website, but takes responsibility for its continuous use. Users and visitors use and visit the website at their own risk. Neither CAR WASH SHOP nor any other physical or legal entity that participated in the creation and creation is responsible for the creation of the website or participates in its updates with new information and materials for any damage caused by access, use, or inability to use information, materials, advertising on the website or for any errors or defects in the content of the ad. There are no responsibilities of CAR WASH SHOP for any damage (including damage caused by viruses) to computer equipment, mobile phones, or any other application resulting from the use of the website.
- 8.4. CAR WASH SHOP is not responsible for any damages of any kind that may arise as a result of using or not being able to use the website.

9. FINAL PROVISIONS

- 9.1. Legal notice CAR WASH SHOP can be changed at any time and it is binding for users every time the content is valid.
- 9.2. CAR WASH SHOP may change the website at any time and without prior notice, without assuming responsibility for the consequences of these changes. By using the website, the user and visitors agree to the changes or otherwise, cease further use.
- 9.3. The legal notice enters into force on January 20, 2025. and is valid until canceled or changed.