

Services provided by the computer programming company “Smart Shopping” LLC based in Belgrade (hereinafter: Smart Shopping) through the website [www.mysmartpiggybank.com](http://www.mysmartpiggybank.com) and its owned smartphone application “MySmartPiggyBank” consist of the following: digital content management, digital marketing, organizing physical products ordering and services ordering, organizing the delivery of physical products and services, conducting buying and selling of physical products and services, online transactions of SmartCode™s, organizing and managing digital loyalty programs, organizing and managing prize campaigns as well as providing online services related to geolocation marketing.

By using the websites [www.mysmartpiggybank.com](http://www.mysmartpiggybank.com) and the smartphone application “MySmartPiggyBank”, you are deemed to be fully aware of and agree to the Terms of Use, Terms of Sale, and Privacy Policy stated here. If you do not agree with them and do not accept them, please do not use the above website and smartphone application.

The Terms of Use refers to the use of the website [www.mysmartpiggybank.com](http://www.mysmartpiggybank.com) and the smartphone application “MySmartPiggyBank” by the user. Any further use, upon learning of the Terms of Use, is deemed to be the user's agreement to all of the terms and conditions set forth herein and to consent to the use of the said website and smartphone application in accordance with those terms and conditions. User or end user is any person who in any way directly or indirectly uses or has used the services of Smart Shopping.

Customer is responsible for safeguarding and protecting the confidentiality of their own passwords and PIN codes that appear and are created when using the services provided by Smart Shopping. Also, the end user is aware and agrees that the use of an open internet network may result in unauthorized abuse by third parties, which is not affected by Smart Shopping. Such and similar events are beyond the control of Smart Shopping and therefore Smart Shopping cannot be held responsible for any loss or misuse of data or any other event that may occur during the provision of services by Smart Shopping.

The User agrees that access to the Website and the Smartphone Application may sometimes be interrupted due to technical problems with the functioning of the Website, and thereby lead to a temporary interruption of services. Access and services may be temporarily unavailable or excluded for reasons of routine maintenance, force majeure, third party failure, and other reasons for which Smart Shopping is not responsible.

Smart Shopping reserves the right, at any time, to modify or discontinue any segment of the business, including, but not limited to, availability time, content, as well as equipment required to access or use the Website and smartphone application. Likewise, Smart Shopping may stop transmitting information or a portion of the information, may change or discontinue any mode of data transmission, may change the data rates, as well as any other characteristics.

Smart Shopping reserves the right, at any time, and without notice, to terminate or modify any of the Terms of Use of the Website and the smartphone application, as well as the Privacy Statement, if deemed necessary. Subject to changes may include, but are not limited to,

introducing certain fees or charges, so we advise users to periodically re-read in detail the information contained in the Terms of Use and the Privacy Statement to be informed of any changes.

In the event that the Terms of Use and / or the Privacy Policy change, and the user continues to use our website or smartphone application, it is considered that user accepts the Terms of Use and the Privacy Policy in a modified form. Any modification or deletion of the Terms of Use is valid for third parties as soon as it is posted on the website [www.mysmartpiggybank.com](http://www.mysmartpiggybank.com). Any use other than familiarization with the changes made to the terms, subject web pages and smartphone application by the end user after such change will be understood as an acceptance of those changes.

It is the obligation and duty of the user to use the website [www.mysmartpiggybank.com](http://www.mysmartpiggybank.com) and the smartphone application "MySmartPiggyBank" in accordance with the regulations of the Republic of Serbia, as well as with the general moral and ethical principles.

The User is solely responsible for the procurement and maintenance of his / her computer equipment and mobile phone, including all hardware and software he / she owns and uses, as well as other equipment required to access and use the [www.mysmartpiggybank.com](http://www.mysmartpiggybank.com) website and the "MySmartPiggyBank" smartphone application. Smart Shopping disclaims all responsibility for any damage to equipment and other end-user items that may result from the use of the [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) Web site and the "MySmartPiggyBank" smartphone application.

By using the [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) website and the smartphone app by the user, it is considered that the user agrees that all communication and interaction that takes place through them must comply with these Terms of Use. Users may not post, transmit or make available in any manner whatsoever material that infringes upon the rights of others, such as offensive, defamatory, infringing or compromising privacy, etc. ..., or illegal content. Smart Shopping retains the discretion to assess whether there has been a breach of obligations by the user in these matters and to take the necessary action.

The User must not, without the prior written permission of Smart Shopping, publish, transmit or make available in any way the content of ads, advertisements or offers of any products and services, as well as religious, political and non-commercial promotion, and in particular must not recruit other users to become users of the services which are direct or indirect competitors of Smart Shopping.

Smart Shopping reserves the discretion to independently assess whether a breach of obligations by a user has occurred and to take sanctions. Any content that does not comply with the terms of use may be removed or altered at any time without special notice or explanation.

Smart Shopping may at any time control the content on the web pages of [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) and the smartphone application "MySmartPiggyBank", especially

the interactive part, in order to ensure compliance with both these terms of use and compliance with the positive regulations of the Republic of Serbia. Accordingly, Smart Shopping reserves the right to remove any material that it finds in its sole discretion to be inconsistent with the terms set out here, as well as to terminate the user's passwords or user accounts.

All materials on [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) and the smartphone app "MySmartPiggyBank" represent the direct or indirect property of Smart Shopping and are protected by law or used in accordance with the copyright and seal rights and / or design as well as in accordance with other necessary approvals.

Smart Shopping is also the copyright holder of all the conceptual content of the website [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) and the smartphone application "MySmartPiggyBank" necessary for the proper and smooth functioning of the project.

It is forbidden to distribute, copy, transmit, link, publish or in any way modify the website and smartphone application without Smart Shopping's written permission. Any violation of the said prohibition may result in infringement of copyright, seal, or other right, and may therefore produce adverse effects such as the initiation of several types of legal proceedings, and in particular may lead to prosecution.

The User may not modify, publish, transmit, participate in the transfer or sale or otherwise exploit any content from the [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) website and the "MySmartPiggyBank" smartphone application, in whole or in part. Copying, redistribution, retransmission, release or commercial exploitation of downloaded material is also not permitted. The user may download, complete and store copyrighted material from the media only for his or her own and personal use.

The user expressly agrees not to post, publish, or otherwise make available any material subject to copyright, seal, or other rights on the [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) web site and the smartphone app "MySmartPiggyBank" without the express permission of the holder of that rights, and as such is solely responsible for any damage caused by a breach of this obligation. If any of the material on the website is protected by some rights, the user must find out independently, and therefore Smart Shopping is under no obligation to provide or publish such information.

By uploading material by user (any content) to any part of [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) and the smartphone application "MySmartPiggyBank", the user warrants that the holder of the rights to those materials has granted Smart Shopping a legally valid, free, unrestricted right / license to use , reproduce, modify, adapt, publish, translate and distribute such material. Other users have the right to access, view, save or reproduce this material only for their own and personal use.

The user agrees that the use of the [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) websites and the "MySmartPiggyBank" smartphone app is at his sole responsibility. Smart Shopping, as well as any third party associated with it, does not in any way guarantee that the use of the above media cannot cause harm resulting from misuse or improper use of the user. This Statement of Liability

also applies to any damage or possible injury caused by any error, deletion, interruption, computer virus, malfunction, delay in transmission or operation, interruption of communication line, theft, termination of contract, destruction or unauthorized access. changes or misuse of records, inappropriate behavior, negligence, or any other action. The User agrees that Smart Shopping is not responsible for the improper or unlawful behavior of other users or third parties and that the risk of possible damage is entirely up to the user.

The User agrees that all interactive options, especially communication via private messages, chats, forums, or other means of sending messages or communicating with one another, are of a non-confidential nature and therefore Smart Shopping may monitor the content of the user's communication without their knowledge and special approval. As Smart Shopping does not necessarily control or authorize the content of messages or information found on the [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) Website and the "MySmartPiggyBank" smartphone app, Smart Shopping is not responsible for any action taken by the user in any part or content that the user may take to place on the same.

By posting comments, messages or other information on [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) and the smartphone app "MySmartPiggyBank", the user is deemed to grant Smart Shopping the right to use those comments, messages or information for the purpose of promotion, advertising, market research, or any other legally permitted purpose.

The User explicitly states that they will not hold Smart Shopping, its branches, responsible persons in the company, employees and agents liable for any damages and expenses, including legal representation costs, which could be incurred through the use of the [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) website and smartphone application "MySmartPiggyBank" by the user.

Smart Shopping may terminate its business relationship with any of its users at any time and terminate its passwords or user accounts. In this case, the conditions relating to the responsibilities and obligations of the user do not cease.

Smart Shopping does not warrant the accuracy, completeness or usefulness of any content on [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) and the "MySmartPiggyBank" smartphone application set up by users, third parties or unauthorized users.

Smart Shopping is not responsible for any possible loss or damage caused by the user relying on information obtained from [www.MySmartPiggyBank.com](http://www.MySmartPiggyBank.com) and the smartphone application "MySmartPiggyBank".

In the event that any item of these Terms of Use is void, such nullity will not affect the validity of any other provision of these Terms, so the remaining parts of these Terms will remain in effect, and the void provision will be replaced by a valid provision which, by its meaning and legal will, at most corresponds to a provision which is null and void. Failure by any party to

exercise its rights under these Terms of Use shall not be deemed a waiver or loss of such rights, nor any of the other rights set forth herein.