

# Terms & Conditions

**Version:** 1.0

**Effective Date:** 01.10.2025.

These Terms & Conditions (the “**Terms**”) govern access to and use of the online holiday booking platform operated by **Kriptomegdan Doo** (trading as **Kopaonik.Rent**), a company incorporated in Serbia with company number “MB 21677825” and PIB number 112454424, whose registered office is at Trebevićka 043/23, Belgrade, 11030, Serbia (“**Serbia Co**”, “**we**”, “**our**” or “**us**”). Certain payment processing services are provided by **Mester Holdings Pte. Ltd.**, a company incorporated in Singapore with UEN 202014485G and registered address 68 Circular Road #02-01, 049422, Singapore (“**SG Payments Co**”).

By accessing, browsing, or using our website, mobile apps, and related services (collectively, the “**Platform**”), you agree to be bound by these Terms and our Privacy Policy and any other policies referenced here (collectively, the “**Agreement**”). If you do not agree, do not use the Platform.

**Important:** These Terms include limitations of liability, disclaimers of warranties, a class action waiver, and provisions regarding dispute resolution and governing law. Mandatory consumer rights under applicable law are preserved.

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## 1. Definitions

- **Account:** The user account created to access the Platform.
- **Booking:** A confirmed reservation for accommodation, tour, activity, transportation, or other travel-related service made via the Platform.
- **Content:** Text, photos, reviews, ratings, and other materials posted or provided by users or us.
- **Host / Supplier:** A property owner/manager, activity operator, guide, transport provider, or other third-party provider who lists services on the Platform.
- **Member:** Any person or entity that registers an Account (includes Travelers and Hosts/Suppliers).
- **Service Fees:** Fees charged by the Platform for use of the services, as displayed at checkout.
- **Total Price:** The total amount due for a Booking, including the price set by the Host/Supplier, Service Fees, taxes, levies, and charges, where applicable.
- **Traveler:** A user who requests or makes a Booking for services via the Platform.

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## 2. Scope of the Platform & Role of the Parties

**2.1 Merchant-of-Record (default).** The Platform operates under a Merchant-of-Record model. For bookings made on Kopaonik.Rent, **Kriptomegdan Doo** acts as the merchant-of-record and seller. Your contract for the underlying accommodation service is

with Kriptomegdan Doo, which arranges performance by the Host/Supplier. If an exception applies for a specific Listing, it will be clearly stated at checkout.

**2.2 Payment collection & agents.** Credit and debit card payments are collected and processed by **Mester Holdings Pte. Ltd.** (UEN 202014485G) acting as **limited collection agent** of Kriptomegdan Doo, using regulated e-money/payment institutions including **Airwallex, Wise** and **Stripe**. Bank transfer payments within Serbia are collected by **Kriptomegdan Doo** via its local bank account. Payment to Mester Holdings Pte. Ltd. in accordance with these Terms fully discharges your payment obligation to Kriptomegdan Doo to the extent of the amount received.

**2.3 Hosts/Suppliers.** Independent Hosts/Suppliers list and provide accommodations. They are solely responsible for legal compliance, safety, accuracy of Listings, and quality/performance of the accommodation. Kriptomegdan Doo does not own or operate the accommodations unless explicitly stated.

### 3. Eligibility & Accounts

**3.1 Eligibility.** You must be at least 18 years old and have the legal capacity to enter into contracts. You may not use the Platform if prohibited by applicable laws.

**3.2 Account.** You are responsible for maintaining the confidentiality of your login credentials and for all activities under your Account. Provide accurate, current, and complete information and keep it updated.

**3.3 Verification.** We may (but are not obligated to) verify identity, property ownership, licenses, or other information. Verification does not guarantee a Member's identity or suitability.

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### 4. Listings, Prices & Taxes

**4.1 Listings.** Hosts/Suppliers must provide accurate descriptions, availability, pricing, rules, and any mandatory fees (e.g., cleaning/resort fees, tourist taxes payable on arrival).

**4.2 Traveler fees.** Kopaonik.Rent does **not** charge a service fee to Travelers. The price shown to Travelers is set by the Host/Supplier and may include taxes/fees as stated on the Listing and checkout.

**4.3 Host commission.** We charge Hosts/Suppliers a **10%** commission on the booking subtotal, inclusive of applicable Serbian VAT (**PDV**) on that commission where required by law.

**4.4 Currencies.** Prices may be displayed in **RSD** or **EUR**. Actual settlement currency depends on your selected payment method and the payout configuration applicable to the Host/Supplier.

**4.5 Taxes.** Hosts/Suppliers are responsible for determining and remitting all applicable taxes on accommodation (including local occupancy/tourist or national park fees, and PDV/VAT if the Host is liable). Where required or permitted by law, we may collect and

remit certain taxes on behalf of Hosts/Suppliers or provide calculation tools without assuming liability for accuracy.

## 5. Booking & Contract Formation

**5.1 Requests and confirmations.** A Booking is confirmed when you receive a confirmation on the Platform and/or by email. At that point:

- **Marketplace model:** a direct contract is formed between you and the Host/Supplier; we act as agent and/or platform provider.
- **MoR model:** a contract is formed between you and Serbia Co for the underlying service.

**5.2 Check-in requirements.** You must meet any eligibility, visa, vaccination, licensing, age, or other conditions stated in the Listing or by applicable law.

**5.3 Special requests.** Non-standard requests are not guaranteed unless expressly confirmed in writing on the Booking confirmation.

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## 6. Payments, Currency & Processing

**6.1 Who collects payments.** For card payments, **Mester Holdings Pte. Ltd.** (as limited collection agent of Kriptomegdan Doo) collects via regulated providers including Airwallex, Wise and Stripe. For bank transfers within Serbia, **Kriptomegdan Doo** collects via its local bank account. For bank transfers outside of Serbia, **Mester Holdings Pte. Ltd.** collects via its bank accounts located abroad of Serbia.

**6.2 Payment methods.** We accept **cards** and **bank transfers** (availability may vary by country/Listing). The full **Total Price** is charged **at booking**.

**6.3 Currency & FX.** Display currencies are **RSD** and **EUR**. If currency conversion is required for charging or payout, we use the **xe.com provider rate** available at the time of processing. Your bank or card issuer may apply additional fees.

**6.4 Authorizations & timing.** We may use pre-authorizations/holds where needed, but ordinarily charges are captured immediately at booking. Additional post-stay adjustments are not taken unless expressly authorized by you (e.g., upgrades) or required to correct manifest errors.

**6.5 Chargebacks & failures.** If a payment is declined or charged back, we may cancel the Booking and/or suspend the Account. You agree to cooperate to resolve chargebacks.

**6.6 Security deposits & damages.** We **do not** hold a separate damage/security deposit. The upfront charge is a **prepayment** applied to the Booking price and is **not** a damage deposit. Any damage claims are handled **directly** between Host and Traveler (see Section 9).

**6.7 Invoicing/receipts.** For Bookings, **Kriptomegdan Doo** issues the fiscal invoice where legally required. **Mester Holdings Pte. Ltd.** may issue receipts for payment collection services.

## 7. Cancellations, Modifications & Refunds

7.1 **Standard cancellation policy.** Unless a different policy is shown on the Listing/checkout, the following applies (times are based on the accommodation's **local time zone**):

- **100% refund** if you cancel **more than 10 full days before check-in.**
- **0% refund** if you cancel **9 days before check-in.**
- **No-show: 0% refund.**

7.2 **Modifications.** Date/guest changes are **not guaranteed** and depend on Host availability and consent. Price differences may apply. If a reservation is modified, the cancellation windows apply to the **new** check-in date unless otherwise stated.

7.3 **Host cancellations.** If a Host cancels, we will refund amounts paid for unused services and may (but are not obligated to) assist you in locating comparable alternatives. Our liability remains limited under Section 16.

7.4 **Force majeure.** We do not offer a separate force majeure policy beyond mandatory law. Where law requires a refund or alternative, we will comply; otherwise, credits or rescheduling may be offered at our discretion.

7.5 **Refund method.** Approved refunds are issued using the most economical payment method available, usually by means of bank transfer, but card refunds could be used as well; processing times depend on the payment provider/bank.

## 8. Traveler Conduct & House Rules

8.1 **House rules.** You must comply with Listing rules, occupancy limits, check-in/out times, quiet hours, smoking/pet policies, and building/association rules.

8.2 **Condition of property.** Treat properties and equipment with care; report issues promptly. You are responsible for the acts and omissions of anyone you invite.

8.3 **Illegal activities.** No unlawful, dangerous, or disruptive behavior (including parties prohibited by the Listing, harassment, hazing, or the use/possession of illegal substances).

8.4 **Safety.** You accept inherent risks of travel and activities. Follow instructions and use appropriate safety gear.

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## 9. Damage Claims & Security Deposits

9.1 **Direct resolution.** Any alleged property damage, missing items, excessive cleaning, or rule violations are to be **resolved directly between the Host and the Traveler.** The Platform does not adjudicate or collect amounts for damage claims.

9.2 **Evidence & communication.** Hosts and Travelers should exchange reasonable evidence (e.g., photos, repair receipts) and use the Platform's messaging to document communications. We may, upon request, provide messaging logs relevant to the parties.

**9.3 No deposit handling.** We do not hold or capture security deposits. Hosts wishing to require a separate deposit must disclose this in the Listing and handle it independently in compliance with applicable law (off-platform deposits are at the parties' own risk).

## 10. Host/Supplier Obligations

**10.1 Legal compliance.** You will comply with laws, permits, zoning, licensing, health & safety, insurance, and tax obligations.

**10.2 Accuracy & availability.** Keep Listings accurate and calendars up to date. **Overbooking:** if overbooking occurs, we will cancel and refund the Traveler's Booking. We may assist with alternatives but do not guarantee re-accommodation.

**10.3 Insurance.** Maintain appropriate property, liability, and other insurance. Our Platform is not an insurer.

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## 11. Reviews, Ratings & Communications

**11.1 Reviews.** Reviews must be truthful, relevant, and not defamatory or abusive. Hosts may not condition service or refunds on leaving a positive review. We may moderate or remove content that violates policies.

**11.2 License.** You grant us a worldwide, non-exclusive, royalty-free, sublicensable license to host, reproduce, distribute, publicly display, and otherwise use your Content to operate and improve the Platform and to promote Kopaonik.Rent.

**11.3 Messaging.** Use in-app messaging for Booking-related communications. Do not share card/bank details. We may scan communications for fraud prevention and policy enforcement.

## 12. Intellectual Property & Platform License

**12.1 Our IP.** The Platform and all intellectual property rights are owned by or licensed to us. Subject to compliance with the Agreement, we grant a limited, revocable, non-exclusive, non-transferable license to use the Platform for personal or internal business purposes.

**12.2 No scraping or reverse engineering.** You may not copy, distribute, modify, decompile, or otherwise exploit the Platform except as permitted by law or these Terms.

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## 13. Prohibited Activities

You agree not to:

- Violate laws or third-party rights;
- Provide false, misleading, or deceptive information;
- Circumvent fees or payments;
- Interfere with Listings or the Platform (e.g., bots, scraping, load testing);

- Post harmful code;
  - Use the Platform to send spam or for surveillance/stalking;
  - Discriminate or engage in hate speech;
  - Book or list services involving sanctions-restricted destinations, persons, or activities.
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## 14. Privacy & Data Transfers

14.1 **Controller.** **Kriptomegdan Doo** is the data controller for personal data processed through Kopaonik.Rent. Contact: **office[at]kopaonik.rent**.

14.2 **Cross-border processing.** Personal data may be processed in Serbia and Singapore (for payment collection). We implement appropriate safeguards for cross-border transfers as required by law.

14.3 **Payments data.** For card transactions processed by **Mester Holdings Pte. Ltd.**, relevant payment data will be processed by Mester Holdings Pte. Ltd. using its regulated partners (including Airwallex, Wise and Stripe) for fraud prevention, compliance, and settlement.

14.4 **Local rights.** Depending on your location, you may have rights to access, rectify, delete, or object. See our Privacy Policy for details.

14.5 **ID checks.** Travelers must present government-issued ID at check-in when requested by the Host and/or required by law.

## 15. Third-Party Services

The Platform may link to or integrate third-party services (e.g., map providers, payment gateways, identity verification, insurance). We do not control and are not responsible for third-party services. Their terms and privacy policies govern your use of them.

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## 16. Warranties & Disclaimers

16.1 **As-is.** To the maximum extent permitted by law, the Platform and Listings are provided “as is” and “as available” without warranties of any kind, whether express, implied, or statutory.

16.2 **No guarantee.** We do not guarantee uninterrupted or error-free operation, accuracy of Listings, or that a Listing will meet your expectations.

16.3 **Travel risks.** Travel involves risks. You are responsible for visas, insurance, and compliance with local rules and advisories.

## 17. Liability Limits

17.1 **Cap.** To the maximum extent permitted by law, our total aggregate liability arising out of or relating to the Agreement shall not exceed the greater of (a) the Service Fees you paid to us in the 12 months preceding the event giving rise to liability, or (b) **€500** (or equivalent).

17.2 **Exclusions.** We are not liable for (a) indirect, consequential, special, exemplary, or punitive damages; (b) lost profits, revenues, goodwill, or data; (c) personal injury or property damage attributable to a Host/Supplier; or (d) matters beyond our reasonable control.

17.3 **Consumer laws preserved.** Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law (e.g., for fraud or willful misconduct), and statutory consumer rights remain unaffected.

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## 18. Indemnification

You agree to defend, indemnify, and hold harmless Serbia Co, SG Payments Co, and their affiliates, officers, directors, employees, and agents from and against claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) your breach of the Agreement; (b) your use of the Platform; (c) your interaction with any Member; (d) Listings you create; or (e) your violation of laws or third-party rights.

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## 19. Governing Law & Dispute Resolution

19.1 **Governing law (default).** These Terms and any non-contractual obligations are governed by the laws of **Serbia**, without regard to conflict of law rules.

19.2 **Jurisdiction.** The courts of **Belgrade, Serbia** have exclusive jurisdiction, except that mandatory consumer law may permit you to bring proceedings in your local courts.

19.3 **Card payment processing disputes.** Disputes **solely** relating to credit/debit card payment processing services provided by **Mester Holdings Pte. Ltd.** are governed by **Singapore law** and subject to the **non-exclusive jurisdiction** of the courts of Singapore.

19.4 **Informal resolution.** Before filing suit, the parties will attempt to resolve disputes by contacting the addresses in Section 20 and allowing **30 days** for a response.

## 20. Complaints & Contact Details

- **Platform operator (Serbia Co):**  
Legal name: Kriptomegdan Doo  
Address: Trebevićka 043/23, Belgrade, 11030, Serbia  
Email (support): office[at]kopaonik.rent  
Email (legal notices): office[at]kopaonik.rent  
Phone (optional): —

- **Payment collection agent (SG Payments Co):**  
Legal name: Mester Holdings Pte. Ltd.  
Address: 68 Circular Road #02-01, 049422, Singapore  
Email (payments support): office[at]kopaonik.rent  
Data Protection contact: office[at]kopaonik.rent

We aim to acknowledge complaints within **7 business days** and provide a substantive response within **7 business days**.

## 21. Changes to the Terms

We may modify these Terms to reflect changes in our services, legal requirements, or business needs. If we make material changes, we will provide notice (e.g., by email or notice on the Platform) and indicate the effective date. Changes apply prospectively. If you disagree with the updated Terms, you may terminate your Account and stop using the Platform.

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## 22. Termination & Suspension

We may suspend or terminate your Account or access to the Platform at any time if we reasonably believe you have breached the Agreement, engaged in fraud, or pose a risk. You may terminate your Account at any time via settings. Sections intended to survive termination (including 6–19 and 21–24) shall survive.

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## 23. Sanctions, Export & AML

You represent that you are not subject to sanctions and will not use the Platform in or for the benefit of persons, entities, or countries under comprehensive sanctions. We may conduct KYC/AML checks and decline or cancel Bookings to comply with laws.

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## 24. Miscellaneous

**24.1 Entire agreement.** These Terms, the Privacy Policy, Booking confirmations, and referenced policies are the entire agreement.

**24.2 Assignment.** You may not assign this Agreement. We may assign to an affiliate or in connection with a merger/acquisition.

**24.3 Severability.** If a provision is invalid or unenforceable, it will be modified to the minimum extent necessary, and the remainder will remain in effect.

**24.4 No waiver.** Failure to enforce a provision is not a waiver.

**24.5 Notices.** We may send notices electronically to your Account email or via the Platform. You consent to electronic communications.

24.6 **Languages.** These Terms are provided in **English** and **Serbian**. In case of conflict, the **English** version controls.

## Annex 1 – Country/Region-Specific Terms

### A. Serbia

- **Consumer rights.** Mandatory rights under Serbian consumer protection laws apply. Where these Terms conflict with mandatory law, the latter prevails.
- **Distance contracts.** Disclosures required for distance contracts are provided in the Booking flow and these Terms. **Note:** Under Serbian/EU rules, the right of withdrawal typically **does not apply** to accommodation services for specific dates/periods.
- **Taxes.** Kriptomegdan Doo collects **PDV** on its **commission/service fee to Hosts** (if/where applicable). Hosts are responsible for their own PDV (if liable) and for any tourist/national park fees.

### B. European Union/EEA (if you market to EU/EEA consumers)

- **Platform status.** We act as marketplace or MoR as described in Section 2 and at checkout. Your statutory rights under EU consumer law remain unaffected.
- **Data protection.** Where EU/EEA personal data is transferred outside the EEA, we rely on appropriate safeguards (e.g., standard contractual clauses). See Privacy Policy.

### C. Singapore (payments processing)

- **Payments.** For transactions processed by SG Payments Co, payment services are provided in Singapore. Refunds may be issued by SG Payments Co acting as collection agent. Consumer law protections of your habitual residence remain unaffected.
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