**General terms and conditions of use**

**1. Introduction**

Welcome to **kmap.si** (hereinafter referred to as the "Website"), operated by **KaNi group doo .** , Kidričeva 14, 1236 Trzin, registration number: **9329846000** , tax number: **SI35417323** (hereinafter referred to as the "Provider"). By using the Website, you agree to these general terms of use (hereinafter referred to as the "Terms"). If you do not agree with the Terms, please do not use the Website.

**2. Use of the Website**

The Website is intended for searching and posting advertisements for agricultural land, real estate and auctions. Users undertake to use the Website in accordance with applicable law and these Terms and Conditions. It is prohibited to use the Website for illegal purposes or in a manner that could harm the Provider, other users or third parties.

prohibited to perform so- called "meta" searches on the portal. It is also strictly prohibited to use automatic queries, robots or other technological solutions that automatically obtain data from the kmap.si portal, interfere with the operation of the portal or automatically communicate with the portal without the express permission of the Provider. Any violation of these provisions will be considered abuse of the system and may lead to legal action.

**3. User registration**

Registration is required to access certain features of the Website. The User undertakes to provide accurate and complete information upon registration and to update it as necessary.

When registering, the user undertakes to respect the following rules:

* All information entered, including contact information, must be true, accurate and complete.
* It is prohibited to use third-party information without their consent or to impersonate another person.
* Each user can only create one user account, tied to a single email address and phone number.

The User is obliged to immediately notify the Provider of any suspicion that his/her user account is being used by an unauthorized person or that the user account data has been disclosed without permission. The Provider will grant the User access to a new user account free of charge and at the same time disable access to the old account.

**4. Packages and prices**

The Provider enables the use of the Website through **free** and **paid packages** , which are tailored to the different needs of users:

* **Free plans:**   
  Free users have access to a limited number of functionalities, including the ability to post one ad per month and basic ad search.
* **Paid packages:**   
  Paid users gain access to advanced features such as:
  + Unlimited number of ads.
  + Access detailed information about real estate and auctions.
  + Ability to receive notifications about new ads based on customized filters.
  + Using an interactive map with advanced search features.

**4.1 Payment methods**   
Payment for paid packages can be made in the following ways:

* PayPal ,
* credit and debit cards,
* bank transfer,
* Flik payment.

Paid plan users are entitled to a 14-day money-back guarantee without giving any reason. If the user is not satisfied with the subscription, they can request a refund within this period.

Prices for individual packages are published on **the Packages page** of the Website and may be subject to change. The Provider reserves the right to update prices and terms of use of individual packages without prior notice.

**5. Protection of personal data**

The provider undertakes to process and protect users' personal data in accordance with the Personal Data Protection Act and other applicable regulations.

The provider may use users' personal data to:

* Informing about your services.
* Sending promotional messages related to the operation of the Website.

The user may at any time request the cessation of the use of their personal data for notification purposes or their deletion from the personal data collection by sending a written message to the e-mail address **info@kmap.si** .

**6. Liability and limitations**

The Provider does not assume responsibility for the accuracy of the published data, including data entered by users. All agreements regarding purchase, sale or other transactions published on the Website are solely a matter of agreement between the buyer and the seller.

**It is prohibited to visit properties or plots listed in advertisements without prior agreement with the owner.** Such actions may constitute a violation of the Act on Disturbance of Property. The provider is not responsible for any consequences arising from disturbance of property.

The Provider is not liable for any damage that may occur to the user's hardware, software or other equipment due to the use of the Website. The user must ensure adequate protection of his/her equipment, including the use of anti-virus programs and other security solutions, for safe access and use of the Website.

**7. Restrictions for companies and agencies.**   
Posting advertisements on the Website is primarily intended for persons who wish to sell, rent or present their real estate.

**Companies** and **advertising agencies** that professionally market real estate or land can publish ads with a precise location, but they must first **contact the Provider** at **info@kmap.si** so that we can prepare an individual advertising offer for them.

All advertisements published by companies or agencies must comply with these Terms of Use and must include accurate and complete information. The Provider reserves the right to refuse to publish or remove advertisements that do not comply with these Terms of Use or applicable law.

**8. Changes to the Terms**

The Provider reserves the right to change or amend these Terms at any time. Changes shall enter into force upon publication on the Website. Users who continue to use the Website after the publication of changes shall be deemed to agree to the changes.

**9. Contact**

For questions or comments regarding these Terms, you can contact us at:

* **Email:** info@kmap.si
* **Address:** Kidričeva 14, 1236 Trzin

**Last updated:** 6.1.2025

SLOEVNIAN

**Splošni pogoji uporabe**

**1. Uvod**

Dobrodošli na **kmap.si** (v nadaljevanju "Spletna stran"), ki jo upravlja **KaNi group d.o.o.**, Kidričeva 14, 1236 Trzin, matična številka: **9329846000**, davčna številka: **SI35417323** (v nadaljevanju "Ponudnik"). Z uporabo Spletne strani se strinjate s temi splošnimi pogoji uporabe (v nadaljevanju "Pogoji"). Če se s Pogoji ne strinjate, prosimo, da ne uporabljate Spletne strani.

**2. Uporaba Spletne strani**

Spletna stran je namenjena iskanju in objavljanju oglasov za kmetijska zemljišča, nepremičnine ter dražbe. Uporabniki se zavezujejo, da bodo Spletno stran uporabljali v skladu z veljavno zakonodajo in temi Pogoji. Prepovedana je uporaba Spletne strani za nezakonite namene ali na način, ki bi lahko škodoval Ponudniku, drugim uporabnikom ali tretjim osebam.

Prepovedano je izvajanje t.i. »meta« iskanj po portalu. Prav tako je strogo prepovedana uporaba avtomatskih poizvedb, robotov ali drugih tehnoloških rešitev, ki avtomatizirano pridobivajo podatke iz portala kmap.si, posegajo v delovanje portala ali avtomatsko komunicirajo s portalom brez izrecnega dovoljenja Ponudnika. Kakršna koli kršitev teh določil bo obravnavana kot zloraba sistema in lahko vodi do pravnih ukrepov.

**3. Registracija uporabnika**

Za dostop do določenih funkcij Spletne strani je potrebna registracija. Uporabnik se zavezuje, da bo ob registraciji posredoval točne in popolne podatke ter jih po potrebi posodabljal.

Pri registraciji se uporabnik zavezuje spoštovati naslednja pravila:

* Vsi vpisani podatki, vključno s kontaktnimi podatki, morajo biti resnični, točni in popolni.
* Prepovedano je uporabljati podatke tretjih oseb brez njihovega soglasja ali se izdajati za drugo osebo.
* Vsak uporabnik lahko ustvari le en uporabniški račun, vezan na posamezen e-poštni naslov in telefonsko številko.

Uporabnik je zavezan Ponudnika nemudoma obvestiti o sumu, da njegov uporabniški račun uporablja nepooblaščena oseba ali da so bili podatki uporabniškega računa razkriti brez dovoljenja. Ponudnik bo brezplačno dodelil uporabniku dostop do novega uporabniškega računa in hkrati onemogočil dostop do starega računa.

**4. Paketi in cene**

Ponudnik omogoča uporabo Spletne strani preko **brezplačnih** in **plačljivih paketov**, ki so prilagojeni različnim potrebam uporabnikov:

* **Brezplačni paketi:**  
  Brezplačni uporabniki imajo dostop do omejenega števila funkcionalnosti, vključno z možnostjo objave enega oglasa na mesec in osnovnim iskanjem po oglasih.
* **Plačljivi paketi:**  
  Plačljivi uporabniki pridobijo dostop do naprednih funkcionalnosti, kot so:
  + Neomejeno število oglasov.
  + Dostop do podrobnih informacij o nepremičninah in dražbah.
  + Možnost prejemanja obvestil o novih oglasih glede na prilagojene filtre.
  + Uporaba interaktivnega zemljevida z naprednimi funkcijami iskanja.

**4.1 Načini plačila**  
Plačilo za plačljive pakete je možno izvesti na naslednje načine:

* PayPal,
* kreditne in debetne kartice,
* bančno nakazilo,
* Flik plačilo.

Uporabniki plačljivih paketov so upravičeni do 14-dnevne garancije za vračilo denarja brez navedbe razloga. Če uporabnik ni zadovoljen z naročnino, lahko v tem obdobju zahteva vračilo plačila.

Cene posameznih paketov so objavljene na **strani Paketi** na Spletni strani in so lahko predmet sprememb. Ponudnik si pridržuje pravico do posodobitve cen in pogojev uporabe posameznih paketov brez predhodnega obvestila.

**5. Varstvo osebnih podatkov**

Ponudnik se zavezuje, da bo osebne podatke uporabnikov obdeloval in varoval v skladu z Zakonom o varstvu osebnih podatkov ter drugimi veljavnimi predpisi.

Ponudnik lahko osebne podatke uporabnikov uporablja za:

* Obveščanje o svojih storitvah.
* Pošiljanje promocijskih sporočil, povezanih z delovanjem Spletne strani.

Uporabnik lahko kadarkoli zahteva prenehanje uporabe svojih osebnih podatkov za obveščanje ali njihovo izbris iz zbirke osebnih podatkov s pisnim sporočilom na e-naslov **info@kmap.si**.

**6. Odgovornost in omejitve**

Ponudnik ne prevzema odgovornosti za resničnost objavljenih podatkov, vključno s podatki, ki jih vpišejo uporabniki. Vsi dogovori o nakupu, prodaji ali drugih transakcijah, objavljenih na Spletni strani, so izključno stvar dogovora med kupcem in prodajalcem.

**Prepovedano je obiskovati nepremičnine ali parcele, navedene v oglasih, brez predhodnega dogovora z lastnikom.** Takšna dejanja lahko pomenijo kršitev Zakona, ki obravnava motenje posesti. Ponudnik ne odgovarja za morebitne posledice, ki izhajajo iz motenja posesti.

Ponudnik ne odgovarja za morebitno škodo, ki bi nastala na strojni, programski ali drugi opremi uporabnika zaradi uporabe Spletne strani. Uporabnik mora sam zagotoviti ustrezno zaščito svoje opreme, vključno z uporabo protivirusnih programov in drugih varnostnih rešitev, za varen dostop in uporabo Spletne strani.

**7. Omejitve za podjetja in agencije**  
Objavljanje oglasov na Spletni strani je primarno namenjeno osebam, ki želijo prodati, oddati ali predstaviti svoje nepremičnine.

**Podjetja** in **oglaševalne agencije**, ki profesionalno tržijo nepremičnine ali zemljišča, lahko objavijo oglase z natančno lokacijo, vendar morajo predhodno **stopiti v stik s Ponudnikom** na **info@kmap.si**, da jim pripravimo individualno ponudbo za oglaševanje.

Vsi oglasi, ki jih objavljajo podjetja ali agencije, morajo biti skladni s temi Pogoji uporabe in morajo vključevati točne ter popolne podatke. Ponudnik si pridržuje pravico do zavrnitve objave ali odstranitve oglasov, ki niso skladni s temi Pogoji ali veljavno zakonodajo.

**8. Spremembe Pogojev**

Ponudnik si pridržuje pravico, da kadarkoli spremeni ali dopolni te Pogoje. Spremembe začnejo veljati z objavo na Spletni strani. Uporabniki, ki nadaljujejo z uporabo Spletne strani po objavi sprememb, se šteje, da se s spremembami strinjajo.

**9. Kontakt**

Za vprašanja ali pripombe v zvezi s temi Pogoji nas lahko kontaktirate na:

* **E-pošta:** info@kmap.si
* **Naslov:** Kidričeva 14, 1236 Trzin

**Zadnja posodobitev:** 6.1.2025