

Pursuant to Article 6, paragraph 4 of the Law on Real Estate Valuers (RS Official Gazette, No 108/2016), Article 18, paragraph 1, item 3 of the Law on the National Bank of Serbia (RS Official Gazette, No 72/2003, 55/2004, 85/2005 – other law, 44/2010, 76/2012, 106/2012, 14/2015 and 40/2015 – CC decision) and regarding Section 4, paragraphs 2 and 3 of the Decision on Decision on the Content, Deadlines and Manner of Submission of Data on the Valuation of Mortgaged Real Estate and Loans Secured by Mortgage (RS Official Gazette, No 55/2017), the Governor of the National Bank of Serbia hereby issues these

GENERAL TERMS FOR ACCESSING REAL ESTATE VALUATION DATA IN THE DATABASE ON REAL ESTATE VALUATIONS BY CERTIFIED VALUERS

Subject matter

1. These General Terms set out in more detail the terms and manner of gaining access to real estate valuation data in the database on real estate valuations in accordance with the law governing real estate valuers (hereinafter: Law) and the Decision on the Content, Deadlines and Manner of Submission of Data on the Valuation of Mortgaged Real Estate and Loans Secured by Mortgage (hereinafter: Decision).

Definitions

2. Within the meaning herein, certain terms shall be defined as follows:

1) *certified valuer* means a natural person who has met the conditions specified by the Law and to whom the minister in charge of finance has issued a certification to engage in real estate valuation;

2) *database* means a database on real estate valuations, kept by the NBS in accordance with the Law and the Decision.

Request submission

3. Certified valuers shall submit a request for gaining access to real estate valuation data in the database on real estate valuations (hereinafter: request) on the form printed with these Terms and integral hereto.

Together with the request, certified valuers shall also submit to the NBS a copy of the decision whereby their certification was issued/renewed and evidence of membership in an accredited professional association of valuers.

The copy of the decision and the evidence of membership from paragraph 2 hereof must be stamped.

The request and the schedules shall be submitted to the NBS as follows:

- 1) by personal delivery to the NBS premises – at Nemanjina 17, 11000 Belgrade (hereinafter: personal delivery);
- 2) through a courier service which allows the NBS to see the exact time when the request was submitted to the service – delivered to Nemanjina 17, 11000 Belgrade (hereinafter: indirect delivery);
- 3) by sending an email to: finansijska.stabilnost@nbs.rs (hereinafter: electronic delivery).

If the request is submitted by email, it must include the qualified electronic signature of the certified valuer and scanned schedules.

User account creation

4. Upon receiving a proper and complete request, and assessing it affirmatively, the NBS shall send user account parameters to the certified valuer (hereinafter: account), i.e. the user name and password for accessing the database, to the permanent residence address specified in the request.

Provisions of these Terms shall be binding to the NBS and the certified valuer who has received account parameters (hereinafter: user) as of the day of the receipt of such parameters.

In the case from paragraph 2 hereof, the NBS and the user shall be bound by the applicable provisions of these Terms:

- 1) as of the day the NBS receives the request – in case of personal delivery;
- 2) as of the day the courier service receives the request – in case of indirect delivery;
- 3) as of the day the request was sent – in case of electronic delivery.

Should there be a change in these Terms after the day specified in paragraph 3 hereof and the day of the user's first access to the account, it shall be deemed that the user has agreed to the Terms that were valid on the day of the user's access, i.e. that the user has agreed to be party to the contractual relation defined by the provisions of those Terms.

Real estate data

5. Certified valuers may have access to the following data pertaining to individual real estate recorded in the database:

- type of real estate;
- description of the business purpose of commercial real estate;
- municipality;
- cadastral municipality;
- No of the real estate folio;
- No of the cadastre plot;
- Floor numbering;
- Description of the structure of real estate;
- No of the floor where the apartment is located;
- Surface area of the real estate;
- Description of the real estate surface area;
- Plot surface area;
- No of rooms;
- Year of construction;
- Year of the latest remodelling;
- Heating;
- Heating – description;
- Garage / garage spot / parking spot;
- Garage / garage spot / parking spot – description;
- Surface area of the garage / garage spot / parking spot;
- Whether the real estate has been entered in the Real Estate

Cadastre;

- Valuation type (first valuation or revaluation);
- Valuation date;
- Estimated market value of the real estate in the currency;
- Valuation currency;
- Method of real estate valuation;
- Contracted price in the currency;
- Currency of the contracted price;
- No of the valuer's decision/certification;
- Registration No of the legal entity (valuation agency).

The NBS shall not be accountable for the accuracy of and updates to the data from paragraph 1 hereof.

User account

6. Users shall access their account by entering their account parameters.

Users must take measures to protect their accounts, as well as to protect the parameters for accessing the account.

Users shall not enable access to or use of their account to other natural persons or legal entities, and shall accept responsibility for any unauthorised use or misuse of the account.

Should the user notice or suspect that their account has been accessed or in any way used or misused, or endangered, the user shall immediately inform the NBS thereof.

If data in the request are changed after the request has been submitted, the user must immediately inform the NBS thereof.

Manner of using the database

7. The user shall use the database with due diligence and care, and solely for the purpose of performing their real estate valuation tasks.

The user shall use the database in accordance with the Law, the Decision and these Terms, and for the purposes specified in these acts.

The user shall not enable other persons to use the database contrary to its purpose, and shall in no other way take part in such activities.

The user shall agree that any action committed in the database through the use of their individual accounts shall be considered as taken in the name of that user and for his account, and shall have the same legal effect as if it had been taken by that user.

Supervision over database use

8. The NBS shall be entitled to monitor the use of the database and supervise its use, including all activities of the users in the database.

The NBS shall retain the right to temporarily restrict access to the database or its usage, fully or partly, without prior notice, to any user, in case of non-compliance with the provisions of these Terms, existence of security threats or another justifiable reason.

Privacy of information

9. The data on users obtained through the submission of requests or collected during the use of the database shall be used by the NBS in

accordance with regulations, for the purpose of enabling the use of the database to the user, as well as for statistical purposes and analysis of the functioning of the database.

The NBS shall not allow access to data from paragraph 1 hereof to other persons, unless it is bound to do so by law or another regulation.

Accountability for damage

10. Users shall be accountable for any damage suffered by the NBS on account of non-compliance with these Terms or on account of the use of the database by users, including the damage to the NBS caused by other persons or damage caused by the NBS to other persons for the same reasons.

The NBS shall not be accountable for the damage suffered by the user due to the following:

- the user's dependence on the accuracy and completeness of data obtained through the use of the database;
- any changes in the outlook or work of the database and/or changes to its technical features;
- the manner in which the user uses the computer to access the database;
- an interruption or halt in the work of the database or its sections;
- abuse of the user account or oversight in its protection;
- any other event occurring through the use of the database in a manner not in line with these Terms.

Changes and/or amendments to these Terms

11. The NBS shall be entitled to change and/or amend these Terms at any point in time, in which case it shall announce such changes and/or amendments on its website.

If the users fail to notify the NBS that they disagree with the changes and/or amendments from paragraph 1 hereof within seven business days after the announcement, or if they access the database before the expiry of the above term, they shall be deemed to agree with the changes and/or amendments and to accept that such changes and/or amendments are binding for the NBS and the users after the expiry of the above term, or as of the day of their access to the database.

Cessation of the right of access

12. The user's right to access the database shall cease with the dismissal or termination of the contractual relation in another way, in accordance with the law.

The NBS may disable access to the database to a user who fails to comply with these terms, of which it shall inform the user beforehand.

The NBS shall disable access to the database to a user in the following cases:

1) if the date when the user's membership in the accredited professional association ceased is entered in the register of certified valuers, or if the user has been removed from the register;

2) if the contractual relation has been terminated – upon the expiry of the notice period;

3) if within seven business days since the announcement of the change and/or amendment to these Terms the user notifies the NBS that they do not agree to such changes and/or amendments.

Term and termination of the contractual relation

13. The contractual relation between the user and the NBS shall be established subject to these Terms for an indefinite period.

The NBS and the user may terminate the contractual relation at any point, with a 30 day notice period, starting from the day the other party receives the notice.

Notifying the parties

14. The NBS shall delivery all notifications under these Terms to the email address specified in the request.

The user shall deliver the notifications specified in these Terms to the NBS via email: procenitelji@nbs.rs, by sending an email from the email address specified in the request.

Language

15. These Terms are composed in the Serbian language.

The NBS may compile and publish the text of these Terms in a foreign language; in case of any misalignment between the Serbian text of the Terms and its translation in a foreign language, the only valid version shall be the Serbian one.

Resolution of disputes

16. The user and the NBS shall aim to resolve amicably any disputes that might arise in relation to these Terms and their implementation. Should they fail to do so, the competent court shall be that of the NBS's head office.

Coming into effect

17. The General terms shall be published at the NBS website and shall come into effect on 15 November 2017.

G. No 9640
10 November 2017
B e l g r a d e

Governor
of the National Bank of Serbia

Dr Jorgovanka Tabaković, sgn