

The General Terms and Conditions for the use of the Urbana mobile application (hereinafter: the "General Terms and Conditions") have been drawn up in accordance with the Consumer Protection Act, the Consumers Protection against Unfair Commercial Practices Act, the Electronic Communications Act, the Electronic Commerce Market Act, the Personal Data Protection Act and the General Data Protection Regulation (GDPR), and they set out the operation of the mobile application and regulate the business and relations between JAVNO PODJETJE LJUBLJANSKI POTNIŠKI PROMET, d.o.o. as the provider or manager of the mobile application and the users/buyers.

In addition to the applicable legislation and these General Terms and Conditions, the use of the mobile application is also governed by the General Transport Terms and Conditions - City Transport (for the transport of passengers and luggage in urban public regular passenger transport) and the General Transport Terms - intercity, unless otherwise stated in these General Terms and Conditions. In the event that the General Transport Terms and Conditions - City Transport (for the transport of passengers and luggage in urban public regular passenger transport) or the General Transport Terms and Conditions - Intercity and these General Terms and Conditions are not harmonised, these General Terms and Conditions shall apply for the use of the mobile application.

The General Conditions for the use of the Urbana Mobile Application and any amendments or supplementations thereto shall also be published on the website of the application provider before they enter into force.

The mobile application is managed by JAVNO PODJETJE LJUBLJANSKI POTNIŠKI PROMET, d.o.o., Celovška cesta 160, 1000 Ljubljana, ID for VAT No.: SI66742790 (hereinafter: the Provider and/or LPP d.o.o.). More about the Provider and the Provider's business card is available here: <http://www.lpp.si/> and at the end of these General Terms and Conditions.

Urbana Mobile Application

The Urbana Mobile Application is a result of cooperation between the Municipality of Ljubljana and Javni Holding Ljubljana to offer users access to selected services and information within the Municipality of Ljubljana. Providers of services are JAVNO PODJETJE LJUBLJANSKI POTNIŠKI PROMET, d.o.o. (hereinafter: LPP d.o.o.), Javno podjetje Ljubljanska parkirišča in tržnice d.o.o. (hereinafter: LPT d.o.o.), Turizem Ljubljana, EUROPLAKAT d.o.o. (hereinafter: Bikelj), Ljubljana City Library (hereinafter MKL) and other providers in the fields of gastronomy, shopping, relaxation, entertainment, etc.

The Urbana mobile app can be installed on mobile phones running Android 6.0 or later or iOS 13.0 or later. Bluetooth must be switched on to pay for transport on buses, to

open the lock at car parks of the Public Company for Ljubljana's Parking Facilities and Marketplaces, to use the tourist card, etc.

Services offered by LPP d.o.o. within the mobile app

- Payment for transport on buses, credit top-up, purchase of season tickets
- Information on bus departures from bus stops
- Information on detours and other up-to-date information
- Journey planning
- Transaction history

Services offered by LPT d.o.o. within the mobile app

- Upark parking service
- P+R (park-and-ride) parking service
- Parking service in off-street car parks
- Transaction history

Services offered by Turizem Ljubljana within the mobile app

- Purchase of tourist cards
- Use of tourist cards (one user can purchase several cards on his/her mobile Urbana and use them within the app)
- Other tourist information

Bicikelj

- Information on the number and locations of bicycles for hire

MKL service

Use of the application in the Ljubljana City Library

Additional functionalities within the app

- Virtualisation and devirtualisation of Urbana name cards (transfer of the physical card to the mobile and transfer back to the physical card). When the physical card is transferred to the mobile card, all rights and the funds are transferred to the mobile application and the physical card becomes inactive. Devirtualisation of the mobile card transfers all rights and funds back to the physical card. The physical card will be reactivated within 24 hours.
- Saving Mastercard and Visa payment cards
- Topping up Urbana credit with payment cards and the Valú service
- Automatic top-up (in the event of payment card payment)

List of LPP products for sale

- Top-up (top-up is possible up to a maximum of EUR 50.00)
- Monthly ticket for primary school pupils
- Annual general ticket (for zones 1, 2, 3)
- Monthly general ticket (for zones 1, 2, 3)

Note: Pupil and student IJPP tickets and tickets for the unemployed are not available for purchase.

Monthly tickets for the current month can be purchased up to and including the 20th of the month. After that date, the monthly ticket for the current month can be bought at the LPP Passenger Centre at Slovenska c. 56 in Ljubljana, at the bus station at Trg Osvobodilne fronte 4 in Ljubljana and at the point of sale at Cankarjev trg 4 in Vrhnika.

The condition for purchasing season tickets (monthly, annual) is that the user/buyer has a season ticket with the appropriate status (general, primary school pupil) added in the mobile application and the user can add them in 2 ways:

1. Within the app, select the option **Upload card to app** and follow the procedure. By uploading the physical Urbana card to the mobile app, your physical Urbana card will temporarily cease to function;
2. Users who do not yet have a physical Urbana card must visit the LPP Passenger Centre at Slovenska cesta 56 in Ljubljana, where a mobile Urbana name card with a specific entitlement will be created for them and automatically transferred to the user's mobile application.

Note: It is not possible to add IJPP tickets (pupil and student IJPP tickets, free IJPP tickets for pensioners for urban and intercity passenger transport and other IJPP tickets) to the Urbana mobile app.

Operation of the Urbana mobile app when changing phones

After entering an e-mail address, the application offers the user the possibility to transfer funds from the old Urbana mobile. The e-mail address must be the same as the one used on the previous phone, otherwise a request for the transfer of funds must be sent to the following e-mail address urbana@lpp.si.

Protection of personal data

The Provider undertakes that the personal data obtained in the Urbana mobile application will be stored, protected and processed exclusively by the Provider (LPP d.o.o.) or the Provider's technology contractor. All personal data obtained will be handled by the Provider or the Provider's technology contractor in accordance with the Personal Data Protection Act and the General Data Protection Regulation (GDPR). For more information on the processing of personal data, please refer to the privacy policy on the LPP website at <https://www.lpp.si/politika-zasebnosti>

Personal data of the users/buyers is protected at all times from loss, destruction, falsification, manipulation and unauthorized access or unauthorized disclosure by third persons. Personal data collected for the purpose of making a purchase within the mobile application shall be used solely for the purpose of making the purchase or order.

In the event of non-use of the Urbana mobile app, a data deletion procedure will be initiated 7 years following the last use (the deletion procedure lasts up to 90 days).

For the purposes of the provision of services, LPP may, in the events and to the extent required for the transfer of (personal) data, transfer such data to other users (e.g. official authorities that have legal basis for the request).

LPP accepts no liability for any unauthorised use of the user's smart mobile device.

Information required for user/buyer registration

Mandatory information:

- First and last name and date of birth (only in the event of using a named season ticket). To use a named season ticket, the user must first obtain the right to use that ticket from the LPP Passenger Centre and prove his/her identity with an identity document.
- E-mail address

Upon registration, it is mandatory to agree to the General Terms and Conditions for the use of the mobile application, which the user/buyer confirms by ticking the check box "Rules and Conditions".

Deletion of the user account (registration) and change of e-mail address.

The user shall send a request for cancellation of the user's account or change of e-mail address to the following e-mail address: urbana@lpp.si. The request for cancellation of the account or change of e-mail address must be sent from the e-mail address from which the registration or login was made. The user's personal data will be deleted or the e-mail address changed within 15 (fifteen) days of receipt of the request, of which the user will be notified by e-mail.

Prices

- All prices of products offered by LPP within the Urbana mobile application are published on the LPP d.o.o. website at <http://www.lpp.si/javni-prevoz/ceniki> and in the Urbana mobile application when selecting a product.
- All prices are in Euros and include VAT. Value added tax on the purchase of monthly and annual tickets is 9.5%, VAT is not charged on top-up services (VAT is only charged once the service has been provided, i.e. in the event of purchase/payment of a ticket on the bus, in the event of payment for packaging services, etc.).

Payment methods

Payment cards:

- MasterCard,
- Visa

Purchasing with payment cards is secure in the Urbana mobile app. The Urbana mobile app is equipped with the advanced MasterCard SecureCode and Verified by the Visa systems. LPP d.o.o. is part of the 3D Secure programme (international security standard for card holder authentication for on line payments) and is thus protected from abuse under the rules of the card systems.

A request to debit the card will be sent to the bank once the purchase of products has been initiated. The buyer's payment card will be debited immediately after the confirmation of the purchase. The currency of payment is subject to agreement between the buyer and the bank.

With the Valú service

The use of Valú Moneta as a payment method is available to users of Telekom Slovenija, A1 and BOB. The transfer of credit to the Urbana app is also possible via the Valú app (Valú Wallet). The use of the Valú service is charged in accordance with the price list of the mobile operator providing the stated service.

Additional information

- The Provider (LPP d.o.o.) reserves the right to refuse a purchase in the event that the user/buyer is not entitled to a specific ticket, if the mobile Urbana he/she wishes to top up is cancelled, permanently inactive or blocked.
- Topping up a mobile Urbana with a credit and/or a season ticket may be made and paid for by the user/buyer via the Urbana mobile application, provided that it is functional.
- Before completing the purchase of a season ticket or the purchase of a credit, the user/buyer, by clicking on the "Confirm Purchase" button, agrees that the purchase is an order with payment obligation and confirms that, prior to the purchase, the user/buyer has read the content of the General Terms and Conditions for the use of the mobile application and the price list of the products and accepts and agrees to them.
- Upon receipt of the purchase price, the purchase will be completed and the purchase confirmation will be visible in the history menu.

Users can make a purchase on the Urbana mobile app 24 hours a day, every day of the week.

Cancellation of purchase

Purchases made via the mobile app can be cancelled by the user/buyer at no additional cost until payment has been confirmed.

Refund of balance

Cancellation or refund of the credit from the Urbana mobile application is possible only in cash at the LPP Passenger Centre at Slovenska cesta 56 in Ljubljana, within 5 years (general statute of limitations) from the last use of the mobile application in the Urbana system.

Saving the order or contract

The sales contract (order) is stored electronically on the Provider's server (LPP d.o.o.) and is accessible to the user/buyer at any time in his/her user profile. The Provider (LPP d.o.o.) suggests that the user/buyer print out or save a copy of the concluded contract (order) or a copy of the concluded contract (order) on his/her own durable medium, as the Provider (LPP d.o.o.) cannot store such documents indefinitely due to possible technical limitations or system errors, as well as due to the legal provisions on data retention.

When paying with payment cards, no data is recorded on the server of the Provider (LPP d.o.o.). The data will only be accessible to the bank, its processing centre and the user/buyer, unless otherwise required by mandatory regulations.

Withdrawal from the contract and exercise of the right to claim

The user/buyer agrees that upon purchase of the products (monthly ticket) he/she loses the right to withdraw from the contract. Once a product has been purchased, cancellation or transfer of products to the following month or refund of the purchase price is not possible.

Refunds for annual tickets can be made at an LPP Passenger Centre. Prior to this, the annual ticket must be transferred from the mobile app to the physical Urbana card. Full refund of the purchase price is possible if the annual ticket has not yet been used.

In the event the annual ticket is used on board, a pro-rata refund will be made for the unused transport, reduced by the cost of refunding the annual ticket according to the latest valid price list for urban and integrated passenger transport.

Any possible problems with the use of products already paid for on the carrier's vehicles or other terminal infrastructure of the Urbana system shall be reported in writing by the buyer at urbana@lpp.si.

Dispute settlement

The Parties shall endeavour to resolve any possible disputes amicably. If this is not possible, the dispute will be resolved by a competent court in Ljubljana having jurisdiction over the subject matter of the dispute.

Alternative dispute resolution is regulated by the Out-of-Court Settlement of Consumer Disputes Act (ZIsRPS), which the Parties shall resolve through an out-of-court consumer dispute resolution provider (ADR). The user/buyer voluntarily decides whether to initiate the procedure with the ADR and the Provider (LPP d.o.o.) voluntarily decides whether to participate in the procedure.

Security

The Provider (LPP d.o.o.) guarantees that every purchase made via the Urbana mobile app is secure. All confidential data transmitted on line (personal data, purchase data and payment card numbers) is properly encrypted and cannot be read by third parties.

To maximise the security of the transfer, the Urbana mobile app uses mechanisms used by banks, financial institutions and the best on line shops.

All communication between the web browser and the website is done via the HTTPS protocol, which means that all data is properly encrypted - signed with the website's certificate.

Authorisations and payment card transactions are carried out via the authorisation centre of the bank with which the Provider (LPP d.o.o.) has a contract for card payments. Credit card authorizations are carried out in real time by immediate verification of data in the banking system.

Customer/buyer support

For information on purchases, complaints regarding purchases on the Urbana mobile app and purchase assistance, please visit:

- e-mail: urbana@lpp.si,
- telephone: 080 6077.

Identification of the Urbana Mobile App Provider

Company: JAVNO PODJETJE LJUBLJANSKI POTNIŠKI PROMET, d.o.o.

Abbreviated Company name: LPP d.o.o.

Registered address: Celovška cesta 160, Ljubljana

Telephone:

+386 1 582 25 82 (call centre)

+386 1 582 24 60 (answering point)

+386 1 582 25 01 (secretariat)

E-mail: mail@lpp.si

Web site: <https://www.lpp.si>

Entry number into the court register: 1/09817/00

Registration number: 5222966000

ID for VAT no.: SI66742790

Transaction Accounts:

SI56 0310 0100 5605 502 open at SKB banka d.d.

SI56 0292 4025 3993 039 open at NLB d.d.

SI56 0400 1004 9472 608 open at Nova KBM d.d.

Activity code: 49.310

Share capital: EUR 18,155,600.00

Final provisions

The General Terms and Conditions for the use of the Mobile App are published and available at <https://www.lpp.si/uporabne-informacije-za-potnike/splosni-prevozni-pogoji>.

The price list of products is available on the LPP d.o.o. Website at the <http://www.lpp.si/javni-prevoz/ceniki> and in the Urbana mobile application when selecting a product.

Before or at the latest upon the purchase in the Urbana mobile application, the Provider (LPP d.o.o.) suggests that the user/buyer prints or saves these Terms and Conditions on a suitable durable medium of his/her own.

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Document code

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Valid from: 29/11/2023
Version: 02

The General Terms and Conditions for the use of the Urbana mobile application shall enter into force on the day following their publication, i.e. on 29 November 2023. LPP reserves the right to amend these General Terms and Conditions at any time, informing Users of the intended amendments to these General Terms and Conditions and its components on the Urbana mobile application and on the website at <https://www.lpp.si/uporabne-informacije-za-potnike/splosni-prevozni-pogoji>. This fulfils the obligation of notification about the amendment.

In Ljubljana, 28 November 2023

JAVNO PODJETJE
LJUBLJANSKI POTNIŠKI PROMET, d.o.o.
Director:
Peter Horvat