Terms and Conditions for the Use of Telekom Slovenije, d.d. Websites and Mobile Apps

Valid from: 15 October 2020

1 General Provisions

1.1. The Terms and Conditions for the use of Telekom Slovenije, d.d. Websites and Mobile Apps, (hereinafter: Terms and Conditions) set out the rights and obligations of Telekom Slovenije, d.d., (hereinafter: TS) as the owner of versions of individual websites and mobile apps, as well as the rights and obligations of users of these websites and mobile apps, the methods and conditions for using the content and features at the URLs which the users visit, and mobile apps they use. The list of all TS websites and mobile apps is available at www.telekom.si.

1.2. These Terms and Conditions replace all previous communications and offers — whether electronic, oral, or written — between the user and TS concerning the use of versions of TS websites and/or mobile apps and the Terms and Conditions for Using Websites and Mobile Apps of Telekom Slovenije, d.d., of 25 July 2017.

1.3. The provisions of these Terms and Conditions apply to the use of all the versions of websites and mobile apps, unless explicitly specified that a specific provision refers exclusively to a specific website, URL or mobile app.

1.4. These Terms and Conditions apply to websites and mobile apps except for individual services with their own rules of use, terms and conditions of use, or a specific sales offer. In such cases such special terms and conditions and/or conditions of the offer shall apply.

1.5. When opening a website or logging into a mobile app, the user confirms that they are familiar with these Terms and Conditions, they accept them and shall be bound by their provisions.

1.6. TS shall strive to ensure that:

- Websites and mobile apps operate without interruptions. However, TS shall not be responsible for any outage or failure, resulting from force majeure or third-party actions that could not be avoided or eliminated;
- In the event of an outage of websites or mobile apps their operation will be restored within the shortest possible time;
- The data on websites and in mobile apps are up to date, exact, and are published in a timely and appropriate manner.

1.7. TS shall not assume any liability for damages or other liability for errors or omissions in the content of websites and mobile apps, and reserves the right to amend, delete, supplement, and update the features of any part of content on any website or mobile app. This provision shall not exclude TS’s liability for damage, caused by wilful or negligent conduct of TS, and incurred by users who are deemed consumers pursuant to the relevant act governing consumer rights.

1.8. Access to specific content and/or the content of individual websites and mobile apps and the level of their interactivity also depends on the method of access.

1.9. When using premium services or accessing premium content on websites and in mobile apps, the user is billed for these services or for accessing content according to the valid price list and in the manner set out in the instructions for each specific content and service. The price lists and instructions for each type and elements of content and/or services are published on the TS website www.telekom.si.

1.10. The websites and mobile apps are publicly accessible, except for specific websites and mobile apps, requiring user registration and log-in.

1.11. TS hereby informs users that the data transfer for viewing content and using services on websites and in mobile apps shall be billed according to the price list of operators and/or providers of such services.

2 Definition of terms

A Registered User is every natural person or legal entity that completes the registration at https://mojaprijava.si (hereinafter: User Registration), and can use the single sign-on service for TS websites and mobile apps.

A Profile is a Registered User’s account on Moj Telekom portal and/or in Moja Prijava service.

Subscribers of TS services (hereinafter: Subscribers) are subscribers of TS services (business or private users), who entered into a subscriber agreement with TS for the use of specific TS services.

Users of TS Services (hereinafter: Users) pursuant to these terms and conditions include:
- Users of Mobi pre-paid services;
- Users of TS services who have been granted the rights to access and/or use their TS subscriptions.

SPP Subscriber ID is a special reference which TS uses to administer subscriptions of Subscribers and Users of TS services.

Telekom ID is a unique identifier of each Registered User, and is intended for verification purposes when connecting a specific Moj Telekom or Moja Prijava profile with a specific SPP Subscriber ID.

3 Moja prijava (My LogIn)

3.1 General

Moja Prijava at https://mojaprijava.si is a website intended for User registration and login, and offers a single sign-on service for TS websites and mobile apps. TS shall strive to enable login for its services, websites, and mobile apps through the single sign-on service; however, specific services, websites or mobile apps may require a different type of login. Registration for Moja Prijava is available to any natural person and legal entity that agrees with, accepts, and is consequently bound by the provisions of these Terms and Conditions. In the opposite case, TS advises against the use of the service.

3.2 Registration for Moja prijava*

During the registration for Moja Prijava, the User selects a username (email address) and password and enters all other required information (name). To verify the email address provided by the User as their username, TS shall send an email with a verification link to the provided email address. By clicking the link, the User completes the registration process and creates their Moja Prijava profile. The Registered User needs to ensure that during their use of Moja Prijava, the information provided is correct and up to date. The Registered User may delete their profile at any time.

*Registration for Moja Prijava is equivalent to registration for Moj Telekom, while the Moja Prijava profile is equivalent to Moj Telekom profile (hereinafter: the Profile).

3.3 Logging in Moja prijava

Logging into Moja Prijava is possible after the User Registration is complete. A Registered User may log into Moja Prijava at https://mojaprijava.si (or https://mojaprijava.com) by entering their Profile username (email address) and password.

4 Moj Telekom (My Telekom)

4.1 General

The Moj Telekom website (at https://moj.telekom.si) and mobile app are used to review and manage TS services, and to showcase TS offers. Registration for Moj Telekom is available to any natural person and legal entity that agrees with these Terms and Conditions, and acknowledges that they accept, are familiar with and bound by the instructions for using Moj Telekom (hereinafter:
the Instructions), which form an integral component of these Terms and Conditions and are published on the TS website www.telekom.si. In the opposite case, TS advises against the use of the service.

The use of TS services is not a prerequisite for registration for Moj Telekom.

4.2 Registration for Moj Telekom**

During the registration for Moj Telekom, the User selects their username (email address) and password, and enters all other required information (full name, contact number). To verify the email address provided by the User as their username, TS shall send an email with a verification link to the provided email address. By clicking the link, the User completes the registration process and creates their Moj Telekom profile. The Registered User needs to ensure that during their use of Moj Telekom, the information provided is correct and up to date. The Registered User may delete their profile at any time.

Users and Subscribers of TS services may also opt for quick registration, described in more detail hereafter.

**Registration for Moj Telekom is equivalent to registration for Moja Prijava, and for the Moja Prijava profile is equivalent to Moj Telekom profile (hereinafter: the Profile). Users of Moj Telekom who registered prior to 15 October 2020 may also use their Moj Telekom login information to log into Moja Prijava.

4.3 Linking your Moj Telekom profile with SPP Subscriber ID

Users and Subscribers of TS services may link their SPP Subscriber ID with their Moj Telekom profile. By doing so, they identify the associated Moj Telekom or Moja Prijava profile with their subscriber information.

By linking the two, the Subscriber and/or User of TS services confirms that he/she is the actual user of the linked Moj Telekom profile.

With the linked Moj Telekom profile the Users acquire the possibility to view and manage their services in Moj Telekom, i.e. mobile and fixed services, as well as other TS services, whenever possible. Moj Telekom does not provide the option to manage the traditional TS telephony services (PSTN/ISDN).

Furthermore, the Users may also use the linked Moj Telekom or Moja Prijava profile for their identification when ordering and/or using services, and entering into business relationships with TS, when the nature of the service of TS business supports such options.

Each Moj Telekom and/or Moja Prijava profile can be linked only to a single SPP Subscriber ID.

4.4 Access to TS services for Registered Users

Registered Users, who are Subscribers and/or Users of TS subscription services and/or Mobi prepaid services receive the option to view and manage their subscriptions for TS services and Mobi accounts, which they use, by:

- Linking their Moj Telekom profile with the SPP Subscriber ID, in accordance with restrictions and in the manner, stipulated herein; or
- Acquiring the rights to access Mobi prepaid services; or
- Assigning of access rights by another Subscriber.

Registered Users may request the link and full access during the registration for Moj Telekom or later. The linking of the Profile with TS services subscription is a one-time event. Upon each subsequent access to information about all linked subscriptions, it is enough for the user to log into Moj Telekom by using their username (email address) and password for their Profile. The Registered User may cancel full access for their profile by sending a written request to TS. The link between the Profile and subscriptions is also terminated in cases pursuant to these Terms and Conditions. Rules for Users with assigned access rights for the management of each Subscriber's subscriptions, who assigned these rights, are laid down in section 4.4.5.

Registered Users who are Subscribers of TS services may link and acquire full access to their subscriptions by submitting a request for full access in Moj Telekom; i.e. by entering their SPP Subscriber ID according to the procedure described below. Thereby they confirm that the Profile user is also a TS Subscriber, and complete the verification process. The SPP Subscriber ID is also listed in the monthly invoice for TS services. Each SPP Subscriber ID can be linked only to a single Profile. Full access for Subscribers of TS services applies to all subscriptions of a specific subscriber, which are recorded under the relevant SPP Subscriber ID. Users of Mobi prepaid services may acquire an SPP number by sending a written request to TS.

Registered Users may acquire full access, as follows:

- A Registered User, who is a Subscriber of TS services submits a request for full access in Moj Telekom by entering their SPP Subscriber ID. Afterwards, TS shall send the first part of Telekom ID, which TS keeps under the relevant SPP Subscriber ID, which was entered in the request for full access, by registered mail to the Subscriber’s address/registered office (the Subscriber’s permanent residence/registered office means the address, which the Subscriber provided when entering into their subscription relationship, or which the Subscriber duly notified to TS after any change of their address). *** After entering the first part of Telekom ID in Moj Telekom, TS shall send the second part of Telekom ID to the Registered User’s email address, which the User used to register for Moj Telekom. By entering the second part of Telekom ID, the Registered User links their profile with subscriptions under the SPP Subscriber ID, for which TS issued the relevant Telekom ID.
- A Registered User, who is a user of Mobi prepaid services and acquired their SPP Subscriber ID by submitting a written request to TS, submits their Telekom ID request in Moj Telekom. Afterwards, TS shall then send the first part of Telekom ID by registered mail to the address, which the User notified to TS when requesting their SPP Subscriber ID. *** By entering the first part of Telekom ID in Moj Telekom, TS shall send the second part of Telekom ID to the Registered User’s email address, which the User used to register for Moj Telekom. By entering the second part of Telekom ID, the Registered User links their profile with subscriptions under the SPP Subscriber ID, for which TS issued the relevant Telekom ID.
- A Subscriber/User, who is a Subscriber of TS services may also acquire full access with an appropriate digital certificate. The type of certificate and process are defined in more detail in the Instructions. When submitting a request for full access in Moj Telekom, the User has to enter their SPP Subscriber ID, with digital signature. The Registered User links their profile with TS Subscriptions under the SPP Subscriber ID, for which TS issued the relevant Telekom ID.
- A Registered User, who is a natural person and Subscriber of TS services may submit a request for full access in Moj Telekom by entering the SPP Subscriber ID, and acquiring full access through video-identification (the relevant procedure is described in the Instructions).

If the Registered User, who is listed under a specific SPP Subscriber ID, for whom TS issued the relevant Telekom ID, by entering the second part of Telekom ID, the Registered User links their profile with subscriptions under the SPP Subscriber ID, for which TS issued the relevant Telekom ID.

4.4.2 In person, at a TS POS

A Registered User, who is a Subscriber of TS services may submit a request for full access in Moj Telekom, by entering their SPP Subscriber ID; or in person at TS POS (Telekom Centres), where the User also receives the first part of their Telekom ID. After entering the first part of Telekom ID in Moj Telekom, TS shall send the second part of Telekom ID to the Registered User’s email address, which the User used to register for Moj Telekom. By entering the second part of Telekom ID, the Registered User links their profile with subscriptions under the SPP Subscriber ID, for which TS issued the relevant Telekom ID.

4.4.3 Independently in Moj Telekom

Registered Users who are Subscribers of TS services may link and acquire full access to their subscriptions by submitting a request for full access in Moj Telekom; i.e. by entering their SPP Subscriber ID according to the procedure described below. Thereby they confirm that the Profile user is also a TS Subscriber, and complete the verification process. The SPP Subscriber ID is also listed in the monthly invoice for TS services. Each SPP Subscriber ID can be linked only to a single Profile. Full access for Subscribers of TS services applies to all subscriptions of a specific subscriber, which are recorded under the relevant SPP Subscriber ID.

Users of Mobi prepaid services may acquire an SPP number by sending a written request to TS.

Registered Users may acquire full access, as follows:

- A Registered User, who is a Subscriber of TS services submits a request for full access in Moj Telekom by entering their SPP Subscriber ID. Afterwards, TS shall send the first part of Telekom ID, which TS keeps under the relevant SPP Subscriber ID, which was entered in the request for full access, by registered mail to the Subscriber’s address/registered office (the Subscriber’s permanent residence/registered office means the address, which the Subscriber provided when entering into their subscription relationship, or which the Subscriber duly notified to TS after any change of their address). *** After entering the first part of Telekom ID in Moj Telekom, TS shall send the second part of Telekom ID to the Registered User’s email address, which the User used to register for Moj Telekom. By entering the second part of Telekom ID, the Registered User links their profile with subscriptions under the SPP Subscriber ID, for which TS issued the relevant Telekom ID.
- A Registered User, who is a user of Mobi prepaid services and acquired their SPP Subscriber ID by submitting a written request to TS, submits their Telekom ID request in Moj Telekom. Afterwards, TS shall then send the first part of Telekom ID by registered mail to the address, which the User notified to TS when requesting their SPP Subscriber ID. *** By entering the first part of Telekom ID in Moj Telekom, TS shall send the second part of Telekom ID to the Registered User’s email address, which the User used to register for Moj Telekom. By entering the second part of Telekom ID, the Registered User links their profile with subscriptions under the SPP Subscriber ID, for which TS issued the relevant Telekom ID.
- A Subscriber/User, who is a Subscriber of TS services may also acquire full access with an appropriate digital certificate. The type of certificate and process are defined in more detail in the Instructions. When submitting a request for full access in Moj Telekom, the User has to enter their SPP Subscriber ID, with digital signature. The Registered User links their profile with TS Subscriptions under the SPP Subscriber ID, for which TS issued the relevant Telekom ID.
- A Registered User, who is a natural person and Subscriber of TS services may submit a request for full access in Moj Telekom by entering the SPP Subscriber ID, and acquiring full access through video-identification (the relevant procedure is described in the Instructions).

If the Registered User, who is listed under a specific SPP Subscriber ID, for whom TS issued the relevant Telekom ID, by entering the second part of Telekom ID, the Registered User links their profile with subscriptions under the SPP Subscriber ID, for which TS issued the relevant Telekom ID.

4.4.2 In person, at a TS POS

A Registered User, who is a Subscriber of TS services may submit a request for full access in Moj Telekom, by entering their SPP Subscriber ID; or in person at TS POS (Telekom Centres), where the User also receives the first part of their Telekom ID. After entering the first part of Telekom ID in Moj Telekom, TS shall send the second part of Telekom ID to the Registered User’s email address, which the User used to register for Moj Telekom. By entering the second part of Telekom ID, the Registered User links their profile with subscriptions under the SPP Subscriber ID, for which TS issued the relevant Telekom ID.
After the registration is confirmed, TS shall send the first part of Telekom ID, By making a call to the TS call centre Subscribers of TS services can submit password for access, after which their Profile will be created. The confirmation By confirming the link for registration for Moj Telekom, the User shall be asked the Subscriber’s identity and specifying the username (email address) for full access for their TS service subscriptions in Moj Telekom. After verifying registration process for Moj Telekom during this time, the quick registration for new request for quick registration for Moj Telekom needs to be submitted. Moj Telekom is no longer possible under the existing request. Therefore, a Registered User's email address, which the User used to register for Moj Telekom ID in Moj Telekom, TS shall send the second part of Telekom ID to notified to TS after any change of their address). After entering the first part of Telekom ID, the Telekom ID shall expire, and the Subscriber will need to resubmit a new request for full access.

4.4.3 Access to Mobi Prepaid Services
Registered users who are users of Mobi prepaid services may also obtain full access for viewing and managing of services they use, even without an SPP Subscriber ID. By entering their Mobi prepaid mobile number in Moj Telekom, they submit a request for a single-use password used to link their profile with their Mobi prepaid plan. Any Registered User can link their Profile with a specific Mobi prepaid mobile number, by entering their Mobi prepaid number, which they use in Moj Telekom. TS then sends a single-use password to the provided Mobi prepaid mobile number to link the number with the Profile. The Registered User completes the process for the linking of the Profile with the Mobi prepaid mobile number by entering the single-use password for linking with the profile. The Mobi prepaid mobile number needs to be linked to the Profile only once. Upon each subsequent access to information it is enough for the Registered User to log into Moj Telekom with their username (email address) and password for their Profile. A Registered User may also cancel the link with the Mobi prepaid mobile number at any given time. A specific Mobi prepaid mobile number can be linked with different Profiles.

4.4.4 Quick Registration for Moj Telekom
Subscribers of TS services can receive link, and gain access to view and manage their services in Moj Telekom with a quick registration in Moj Telekom. Full access for Subscribers of TS services applies for all subscriptions of a specific Subscriber under the relevant SPP Subscriber ID.

4.4.4.1 Quick Registration for Moj Telekom at TS POS
Subscribers of TS services who submits a quick registration request for Moj Telekom acquires the possibility to arrange full access to subscriptions for TS services they are subscribed to in Moj Telekom. The condition for quick registration or Moj Telekom is the assignment of a username (email address) for access to Moj Telekom. TS links the Subscriber's email address, with their SPP Subscriber ID, and send an email with a link to quick registration for Moj Telekom. By confirming the quick registration link in Moj Telekom, the User needs to accept the Terms and Conditions of Moj Telekom, and set their password for logging into Moj Telekom. By agreeing with the Terms and Conditions and setting the login password, the quick registration for Moj Telekom is complete, and full access has been arranged for the relevant TS service subscriptions.

The deadline for quick registration for Moj Telekom is 30 days. If the Subscriber fails to complete the quick registration process for Moj Telekom, the quick registration for Moj Telekom is no longer possible under the existing request. Therefore, a new request for quick registration for Moj Telekom needs to be submitted.

4.4.4.2 Quick registration for Moj Telekom through the TS call centre
By making a call to the TS call centre Subscribers of TS services can submit a request for quick registration for Moj Telekom and can arrange the link and full access for their TS service subscriptions in Moj Telekom. After verifying the Subscriber’s identity and specifying the username (email address) for accessing Moj Telekom, the call centre assistant shall submit a request for quick registration for Moj Telekom. TS shall link the Subscriber’s SPP Subscriber ID with the Subscriber’s email address, and send an email with a link for confirmation of registration for Moj Telekom to the Subscriber’s email address. By confirming the link for registration for Moj Telekom, the User shall be asked to confirm their agreement with the Terms and Conditions, and to set a password for access, after which their Profile will be created. The confirmation of registration for Moj Telekom through the TS call centre needs to be completed within 30 days. If the Subscriber fails to complete the quick registration process for Moj Telekom during this time, the quick registration for Moj Telekom is no longer possible under the existing request. Therefore, a new request for quick registration for Moj Telekom needs to be submitted.

After the registration is confirmed, TS shall send the first part of Telekom ID, which TS keeps under the relevant SPP Subscriber ID, by registered mail to the Subscriber’s address/registered office (the Subscriber’s permanent residence/registered office means the address, which the Subscriber provided when entering into their subscription relationship, or which the Subscriber duly notified to TS after any change of their address). After entering the first part of Telekom ID in Moj Telekom, TS shall send the second part of Telekom ID to the Registered User’s email address, which the User used to register for Moj Telekom. By entering the second part of Telekom ID, the Registered User links their profile with subscriptions under the SPP Subscriber ID, for which TS issued the relevant Telekom ID.

The Telekom ID should be used for logging into Moj Telekom within 30 days after its issue date. If the Subscriber fails to enter the first or the second part of the Telekom ID in Moj Telekom, the Telekom ID shall expire, and the Subscriber will need to resubmit a new request for full access.

4.4.5 Granting of access rights by another Subscriber
Subscribers of TS services may grant the rights to view and manage all their subscriptions to other Registered Users. The Subscriber of TS services who granted access rights to other Registered Users may at any time revoke such rights or change the access level. By granting access rights to other Users, who agree with and accept these rights, the Subscriber enables them to view some of Subscriber’s personal data, e.g. Subscriber’s name and surname, address, information about the subscription and data required for the uninterrupted operation or management of a specific service. The range of information and data depends on the type of subscription and services, as well as the selected level of access rights. By granting rights the user with assigned rights could incur additional financial liabilities which are the responsibility of the Subscriber who granted the rights. A Subscriber of TS services with arranged full access to their TS subscription in their Moj Telekom can also grant the access rights in Moj Telekom or by sending a written request to TS. Users can be granted two levels of access rights, which are selected by the Subscriber of TS services:

- Full access – access with the option to view all information and the possibility to fully manage all Subscriber’s subscriptions; and
- Limited access – Access with limited access to information and limited options for the management of Subscriber’s subscriptions.

The level of access for Users with granted access rights shall apply to a specific Subscription.

Access levels and specifics regarding the viewing of information and possibilities to manage Subscriptions of Subscribers of mobile services that are invoiced separately are elaborated in more detailed in the Instructions.

4.5 Logging into Moj Telekom
Logging into Moj Telekom is possible after completed User Registration. The Registered User logs into Moj Telekom at https://moj.telekom.si. The Registered User may also log into the mobile app by entering the username (email address) and password for their Profile.

At https://moj.telekom.si Users may link their Profile with their Facebook and/or Google social network accounts (hereinafter: Social Network Accounts). Each Profile may be linked only to a single Facebook and/or Google account and, vice-versa; each Google or Facebook account may be linked only to a single Profile. The User may unlink the Profile from Social Network Accounts at any time.

The process for linking or unlinking the Profile with a Social Network Account is elaborated in more detail in the Instructions.

Users, who log into Moj Telekom at https://moj.telekom.si with their Facebook account, agree that Facebook shares specific information from their Facebook account (i.e. name and surname, e-mail address) with TS. Facebook shall submit this information to TS in accordance with the Facebook Privacy Policy (http://www.facebook.com/policy.php).

Users, who log into Moj Telekom at https://moj.telekom.si with their Google account, agree that Google shares specific information from their Google account (i.e. name and surname, e-mail address) with TS. Google shall submit this information to TS in accordance with the Google Privacy Policy (https://www.google.si/it/intl/si/policies/privacy).

Although anyone can create a Moj Telekom profile, only Subscribers of TS services may be granted access to view and manage their subscriptions in Moj Telekom by following the described steps for acquisition of the Telekom ID, and by confirming that the Profile owner is also the Subscriber of TS services and completing the verification process. Even if the User terminates all subscriptions with TS, their Moj Telekom Profile and the link of the Moj Telekom Profile with the Telekom ID remains valid. If such a User becomes a Subscriber of TS services once again, they will be assigned the same SPP Subscriber ID and only need to repeat the verification process, as they already completed it once. However, if the User is assigned a different SPP Subscriber ID, they need to repeat the verification process.

4.6 Temporary restriction of information access
In case of temporary or final or pre-scheduled disabling of a specific subscription the access to information about and/or management of services in Moj Telekom may be partially or fully disabled for the Registered User, whose Profile has been linked with the relevant subscription.

4.7 Moj Telekom mobile app
The Moj Telekom mobile app is publicly available, while a subscription or Mobi prepaid plan are not a prerequisite for its use. Logging into Moj Telekom app is subject to registration for Moj Telekom or for Moj Sprava, as well as agreement with the Terms and Conditions. By using the Moj Telekom mobile app, the User confirms that they are familiar with the Instructions (which are published online at www.telekom.si), they accept them and shall be bound by their provisions. In the opposite case TS advises the User against the use of Moj Telekom mobile app. Due to specific technical limitations Moj Telekom app does not work on some operating systems. In case of upgrades it is possible that the User receives a notification about the new version of Moj Telekom mobile app, or the update is carried out automatically.

4.8 Registered users and Loyalty Programme
In Moj Telekom, Registered Users with arranged full access to their TS subscriptions and/or Mobi prepaid plans, for which they acquired their SPP Subscriber ID and full access with a Telekom ID, may register for the VALÚ KLUB Loyalty Programme. Membership in the VALÚ KLUB Loyalty Programme is subject to acceptance of General Terms and Conditions of the VALÚ KLUB Loyalty Programme. In Moj Telekom, members of the VALÚ KLUB Loyalty Programme can partially manage their membership, i.e. by reviewing their status, settings, and cashing their points for certain benefits. However, registered Users of Moj Telekom who have not yet arranged their full access to their TS subscriptions and/or prepaid plans for which they acquired their SPP Subscriber ID and full access to Moj Telekom with a Telekom ID, cannot join the VALÚ KLUB Loyalty Programme in Moj Telekom and they will not be granted the possibility to partially manage their VALÚ KLUB membership (even if they are members).

4.9 TVIN
Registered users, who arranged full access to their fixed and/or mobile TS subscriptions, may also use their Profile username (email address) and password to access the TVIN website and mobile apps. The scope of available content thus depends on the relevant TS fixed and/or mobile subscription plan linked to the Moj Telekom profile.

4.10 NEO
Registered users, who linked and arranged full access to their fixed and/or mobile TS subscriptions, may also use their Profile username (email address) and password to access the NEO website and mobile apps. The scope of available content thus depends on the relevant TS fixed subscription plan, for which full access with the Moj Telekom profile has been arranged.

5 TS Online Store
Registered Users may also use their Profile username (email address) and password to access the TS Online Store (hereinafter: Online Store) available at http://etrgovina.telekom.si. Registered Users may purchase products in the Online Store according to the Online Store Terms and Conditions (purchases in Online Store are subject to prior User’s agreement with and acceptance of Online Store Terms and Conditions).

6 The E-oskrba Service (E-Care)

6.1 General
Within the scope of ensuring the E-oskrba service (E-Care) that is provided by TS, the E-oskrba website (portal) and the app (hereinafter: E-oskrba) facilitate informative monitoring of the person receiving care and their day-to-day activities, displaying notifications and warnings, and the informing and coordination of care providers.

The condition for using the website (portal) and the app is a concluded subscriber agreement for an E-oskrba plan in accordance with the Special Terms and Conditions for Using the E-oskrba Service that detail the relationship between TS, the subscriber, and other users of TS E-oskrba services, and which are available at TS points of sale.

Logging in to E-oskrba is possible only after completing the installation and the activation, and the condition for the registration is agreeing with these Terms and Conditions.

By using the E-oskrba the user also confirms that they are aware of the content of the Instructions, which are published on the www.telekom.si website and at TS points of sale, that they agree with them, and that their provisions are binding, otherwise TS advises the user against using the portal.

6.2 Definitions

A User is a Registered User of the E-oskrba website (portal) and mobile app. A Subscriber of E-oskrba Services is any natural or legal person that concludes a subscriber agreement for an E-oskrba subscription plan. When concluding a subscriber agreement for E-oskrba, the Subscriber shall appoint between one and three administrators. When creating a new administrator, the Subscriber sets the username and password for and shares it with the relevant administrator.

A User of the E-oskrba Service is a person in whose living quarters the E-oskrba solution i.e. service is installed.

Administrators of the E-oskrba service are one to three persons appointed by the subscriber to the service. Upon receipt of the assigned username and password, the administrator may access the website or the app, where they can see an overview of the user’s daily activities.

6.3 Access to the E-oskrba Website (Portal) and App use
Access to the E-oskrba website (portal) and using the app is only possible for these administrators to whom the subscriber to the service has assigned access. In the event of a forgotten or lost password of an administrator, the subscriber to the service can change or verify it using Moj Telekom.

6.4 Approval
The subscriber to the service is responsible for managing service administrators (assigning, deleting, changing), and is obligated to provide for each service administrator the approval of the user of the service or their authorized representative if they do not have the capacity to exercise their rights.

The administrator of the service is aware and agrees that access to the app and the website (portal) is conditioned upon the approval of the user of the service, and that the service subscriber or TS may at any time block their access to the website or the app if the user of the service issues such a request.

6.5 Monitoring of notifications and warnings.
By using the website or the app the service administrator agrees that they may receive system email or text messages/notifications, which are not used for commercial purposes, but pertain to the events or potential derogations from the expected condition with the user of the service.

The service administrator is aware that access to the website and the app, as well as the message/notification delivery, is also under the condition of factors outside of TS control, and that TS in no way guarantees the availability of the website or app, or the timely delivery of messages/notifications.

6.6 Unwanted Events and Emergency Medical Assistance
The subscriber, the user, and the administrators are aware that the service, website (portal), and the app are not intended for emergency medical assistance, and may not serve as its substitute. Even the phrase "emergency call" used on the website and in the app relates to a call to the assistance centre, where staff can help the user make a call to the number for emergency medical assistance 112 (e.g. if the user is incapacitated) or can make such call on behalf of the user; however, the use of the website and app may not in any way substitute an emergency call to 112.

Furthermore, the website (portal) and the app do not ensure all unwanted events occurring to the user of the service are recognized as such, so that a warning related to them could be triggered. The response time for informing of a potential event depends on numerous factors (related especially to each individual user), which makes it impossible to predict uniformly how long it will take for the system to trigger a warning for an individual situation.

6.7 Prerequisite for uninterrupted access to the E-oskrba website (Portal) and mobile app
The administrator is aware that for accessing the website (portal) or app they have to ensure a working internet connection. The administrator is also aware that when using the website (portal) or the app data is transferred which can in turn (depending on the internet access provider and the selected plan) cause extra costs.

6.8 Features of the E-oskrba website (Portal) and app
Certain features of the E-oskrba website (portal) and the app depend on the selected plan or possible accessories, and might not always be available.

6.9 Handling of collected data
The subscriber, the user, and the administrators are aware that the E-OSKERA solution monitors the user’s daily habits, as well as other personal data, including the last known location of the user, their absence from home, etc. The administrator undertakes to handle the data obtained on the portal and in the app with extreme care and not to share them with third parties or use for any other purpose than for providing security to the user.

7. Piazz online marketplace

7.1 General

The Piazz online marketplace and Piazz website offer Users a wide range of goods and/or services offered by traders/providers from the EU. Purchases in the Piazz online marketplace are possible only upon prior registration of the Profile. The User needs to be at least 18, and submit all relevant personal data (email address, name, surname, delivery address), as well as agree with and confirm these Terms and Conditions, as well as Piazz Terms and Conditions of Use.

7.2 Access to Piazz website

Access to the Piazz website is possible through the Piazz website. Access to content (description of goods, offer, ratings, etc.) on the Piazz website is available to all users of the Piazz website. Only registered users may purchase products or order services. In case of a forgotten or lost password, the User may also change the password and confirm a new password in Moja Prijava. Specific website features depend on the User’s registration status and may not always be available to all Users.

8. Limitations for Personal and Non-Commercial Use

8.1 Unless explicitly provided in the Terms and Conditions of a specific service, the User may view, download, and reproduce for personal and commercial use. It is prohibited to amend, copy, distribute, rent, display, implement, reproduce, publish, licence, create derivatives, transfer or sell any data, software, products or services, and logos that are a part of websites and mobile apps.

8.2 Content may be viewed and reproduced for personal and non-commercial needs. Content is the property of the website and mobile apps administrator, TS or third parties (e.g. content that belongs to the organisers of an event or artists presented on sites, as well as content created and published by website or app users), and a user shall not obtain any ownership rights, copyright, or similar rights to such content.

8.3 Our websites also feature videos from the YouTube public online service. Certain videos published on TS YouTube channels are the property of TS. Other videos for which this does not apply are not the property of the website administrator, and therefore, TS shall not be liable for their content and operation.

8.4 Trademarks that appear on websites and mobile apps are the registered trademarks, whose owner or licensed user is TS or its affiliated companies. Any use of these trademarks without the prior written consent of the holder of the associated rights is prohibited. The brands that are not registered as trademarks are protected by copyright law.

8.5 Links cannot be made to websites with illegal or immoral content. The owners/administrators of websites that contain links are required to remove those links without delay upon TS’s request.

9. Collecting of personal data in the login system and its use

9.1 TS processes Users’ personal data in accordance with regulations, its Privacy Policy and these Terms and Conditions, as well as any special terms and conditions of a specific service.

9.2 To register their profile, the User needs to enter a username (email address and password), as well as any other required information. If the Profile is used to access specific services, websites and apps, additional information might need to be provided, depending on the content of the service, website or app. The data is stored in the unified Moja Prijava/Moj Telekom profile and/or the user accounts for the use of relevant services, websites or apps, into which the User might have logged.

9.3 In Moja Prijava at https://mojaprijava.si (and https://mojaprijava.com) and in Moj Telekom at https://moj.telekom.si or in the Moj Telekom mobile app, the user can monitor and edit their personal data. This user account includes all mandatory data, as well as optional data. This data is entered into the Profiles for the use of relevant services.

9.4 To ensure the best user experience on websites and in mobile apps in specific cases, TS also uses the geographic User’s location and displays content linked to the current User’s location (e.g. nearest Telekom centre).

9.5 When browsing the websites and mobile apps the user agent string is automatically identified and displays the device OS and its version, as well as the brand and type of mobile device at the time of visit of the website or use of the mobile app. The purpose of this is to enable customisation of content based on device information and, in turn, improves the user experience.

9.6 TS shall use Users’ personal data for the operation and maintenance of their Profile and for enabling website and mobile app services, for other purposes stipulated by the Privacy Policy and terms and conditions of the relevant service (e.g. surveys, analyses, abuse prevention, approval request, direct marketing, etc.).

9.7 If the terms and conditions of the relevant stipulate longer retention periods, this data is collected, processed and stored for the entire time, when the Profile is active.

9.8 TS reserves the right to close or delete the Profile if the User has not logged into it for over a year. Prior to closing the Profile, TS shall notify the User thereon.

9.9 The data processed for linking the Profile with subscriptions and/ or submitted to specific services, websites or mobile apps are stored within the scope of subscriptions, services, websites or mobile apps according to their own respective data retention rules.

9.10 Furthermore, the User can always add information to their User Profile, as well as update and change them.

10. Security and Privacy Protection

10.1 The security measures integrated in the TS website and mobile apps reduce the possibility of abuse. TS shall try to prevent any abuses with the due diligence of a prudent expert. However, it shall not be liable for any damage that users might incur due to abuse, unless such damage is caused by deliberate actions or grave negligence of TS.

10.2 If the User browses websites without being logged into any of the online services, such browsing is anonymous, in line with the protection of privacy and personal data. While browsing, users have no access to their personal data. However, TS monitors the way its websites are used by both anonymous and logged-in users. Data regarding the use of websites does not make possible the viewing of personal data, provided by Users during their use of websites. TS shall use such data solely to improve the website user experience. Depending on the User’s cookie settings, TS also processes the personal data of website Users who are not logged in. More information about this is available in the Cookie Policy section.

10.3 To access specific website services, Users need to provide all required data (first and last name, address, postal code, city, email address and password) when creating their user account. The User is responsible for ensuring that data is accurate and up to date for the duration of their use of these services.

10.4 TS shall provide for the protection of personal data of all registered users of websites and mobile apps.

10.5 TS undertakes to protect Users’ privacy in line with applicable legislation. The protection of users’ personal data includes organisational, technical and logical-technical procedures and measures for the protection of personal data, prevention of accidental or intentional unauthorised destruction of data, the modification of data, dissemination of data to third parties, and the loss or unauthorised processing of data. All data is stored on secured servers in secured premises.

11. Use of cookies

11.1 Cookie is a string of characters which can be permanently or temporarily stored on the User’s device. They keep the information as well as choices made during the visits of website or the use of mobile apps.

11.2 Some cookies may be required for the operation of websites and mobile apps, and to render possible the website and mobile app features, while other cookies may be used to improve the user experience and analytics, required.
to improve the operation of services, to display customised/personalised content, and other additional features.

11.3 On the website and/or their device, Users can manage their cookie settings. If the User no longer wishes to receive cookies they will not be able to use all services offered by the websites.

11.4 When using cookies, TS shall process personal data according to its Privacy Policy and Users’ consents.

11.5 You can find more information about cookies on the relevant website or in the relevant mobile app.

12 Limitation of Liability

12.1 Users shall assume responsibility for all actions performed via their user account. They must immediately inform TS on any unauthorized use or suspicion of unauthorised access.

12.2 TS shall not be liable for damage incurred by the user due to the unauthorised use of the email address and password, which they used to register on the Portal. TS shall not be liable for damage incurred by the user due to the unauthorised use of their Telekom ID. This provision shall not exclude liability of TS for damage, incurred by Users, who are deemed consumers pursuant to the act governing consumer rights, due to the wilful and negligent conduct of TS.

12.3 The User undertakes to use websites and mobile apps in accordance with these Terms and Conditions, to safeguard the confidentiality of their password, and to comply with the rules and notifications published on relevant websites.

12.4 As certain websites and mobile apps include parts of content and links, which have not been created by and are beyond control of TS and its subsidiaries, TS cannot guarantee and shall not accept or forward any complaints regarding the accuracy of such content. Nor shall it assume any liability for such content or for the protection of data and information on these sites.

12.5 On the websites and in mobile apps users can also access add-ons (additional apps) and entertainment content or mobile devices and computers. Users download, install and use all such content and add-ons at their own responsibility. TS shall not be liable for associated costs, incurred due to the use of mobile or computer internet connection and/or content transfer. Nor shall TS be liable for damage incurred by the transfer and/or installation of such content on the User’s mobile device or computer.

13 Unlawful or Prohibited Use

13.1 A user shall not try to gain unauthorized access to any service on the website and/or in mobile apps, computer system, the network connected to the system, or data about another user.

13.2 The following activities are strictly prohibited on all websites and in all mobile apps:

• discrimination of any kind on account of race, nationality, religion, political affiliation or sexual orientation;
• illegal activities;
• using services for sending unsolicited (inappropriate, advertising, etc.) messages;
• any harassment of other users using Telekom Slovenije’s services.

14 Final Provisions

14.1 TS encourages the submission of feedback and proposals from users regarding the services and content of websites and mobile apps, as this facilitates improvements for users. TS shall take the received feedback and proposals into account at its own discretion.

14.2 Any questions regarding these Terms and Conditions may be submitted by using the online form found at http://www.telekom.si/info-in-obvestila/kontakt or by post to the following address: Telekom Slovenije, d.d., Cigaletova 15, 1000 Ljubljana.

14.3 TS may change these Terms and Conditions, while any such changes shall enter into force on the day following their publication on the websites and associated mobile apps.

14.4 These Terms and Conditions enter into force as of 15 October 2020. As of that date, the Terms and Conditions for Using Telekom Slovenije’s Websites and Mobile Apps, d.d., of 15 July 2017 cease to apply.