LPP General Terms of Online Sales

These LPP General Terms of Online Sales (hereinafter: general terms of online sales) have been set in accordance with the Consumer Protection Act, the Consumer Protection against Unfair Commercial Practices Act, the Electronic Communications Act, the Electronic Commerce Market Act and the Personal Data Protection Act, and they govern the operation of the LPP Online Sales and regulate transactions and relations between JAVNO PODJETJE LJUBLJANSKI POTNIŠKI PROMET, d.o.o. as the provider and manager of the LPP Online Sales and customers.

In addition to the applicable laws and these general terms of online sales, online purchases and sales and customer relations are governed by the General Transport Terms – City Transport (of the transport of passengers and luggage by public means of city line transport) and the General Transport Terms – Interurban, unless stated otherwise in these general terms of online sales. In the event that the General Transport Terms – City Transport (of the transport of passengers and luggage by public means of city line transport) or the General Transport Terms – Interurban and these general terms of online sales are inconsistent, these general terms of online sales will prevail for online purchases and sales.

LPP Online Sales are managed by JAVNO PODJETJE LJUBLJANSKI POTNIŠKI PROMET, d.o.o., 160 Celovška Cesta, 1000 Ljubljana, VAT number: SI66742790 (hereinafter: provider and/or LPP d.o.o.). Please find more about the provider by following this link: http://www.lpp.si/ and at the end of these general terms of online sales.

List of products sold online

 Credit top-up (We suggest that the passenger tops up their credit to make up for the difference between their existing credit on the card and the amount of EUR 50.00. If the credit bought exceeds this difference, the Urbana card will not be topped up by the entire credit bought with the initial validation on the bus, at the Urbana vending machine or another part of the Integrated Public Passenger Transport infrastructure, but gradually, with validations to follow, as part of the credit on the card is spent. This will also apply, if the card holder, having made an online purchase, should top up the card at one of the Urbana retail facilities before collecting credit from the online purchase, so that the total credit value exceeds EUR 50.00.)

Credit top-up is primarily intended for passengers who use the credit to pay LPP bus fares. The Urbana card credit top-up is made by validating the card on the bus, and the purchase of a single fare is made at the same time (unless the card has been topped up with a valid monthly ticket). Users who wish to use the credit purchased for purposes other than bus rides may transfer their credit at Urbana vending machines, the LPP passenger centre ticket office or the Ljubljana bus station;

• Subsidised city and interurban monthly, six-month and annual tickets for students. (A student can purchase a subsidised ticket they are entitled to in accordance with the information in their subsidised ticket application form.) The

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duration of time ticket purchases is governed by the Road Transport Act, Article 114 č (ZPCP-2);

- Monthly school tickets for schoolchildren and students (for students, if the distance between their residence and school is less than 2 km);
- Transferable annual ticket (valid inside the bus stop group of the City of Ljubljana);
- General annual ticket (for areas 1, 2, 3);
- Old-age retirement annual ticket (area 1);
- Transferable monthly ticket (valid inside the bus stop group of the City of Ljubljana);
- General monthly ticket (for areas 1, 2, 3);
- Old-age retirement monthly ticket (for areas 1, 2, 3);
- General interurban monthly ticket (a predefined route on the Urbana card required);
- Old-age retirement interurban monthly ticket (a predefined route on the Urbana card required);
- Quantity interurban tickets for 10, 20 or 30 rides (a predefined route on the Urbana card required).

A precondition to purchase a time ticket (monthly, six-month, annual) is that the customer's contactless Urbana card or Integrated Public Passenger Transport card (hereinafter: IPPT is in Slovene language IJPP) states the appropriate record (schoolchild, student, general, old-age retirement, etc.). The card issuer will include the appropriate record with the issue of the card. Credit can be topped up on a yellow or green Urbana card (the type of record on the card is irrelevant).

Notes:

Unemployed persons' tickets cannot be purchased via LPP Online Sales.

Quantity interurban tickets for the Ljubljana-Brnik route cannot be purchased via LPP Online Sales.

Personal data protection

The provider will be required to ensure that all personal data collected through LPP Online Sales are kept, protected and processed solely by the provider (LPP d.o.o.) or the provider's technological contractor. All personal data collected will be handled by the provider or the provider's technological contractor in accordance with the Personal Data Protection Act and the General Data Protection Regulation (GDPR).

Customers' personal data will be appropriately protected against loss, destruction, falsification, manipulation and unauthorised access or unauthorised disclosure by third parties.

Personal data collected through LPP Online Sales for the purpose of online purchases will be used solely for the requirements of online purchases or orders. The personal data will be stored only until the purchase and the collection of the product purchased have been completed.

Data required for customer registration

Data required:

- Customer's name and surname,
- Customer's e-mail.

Registration options

- A customer may register or log into their online user account after obtaining their activation code to sign in each card, which they have printed at an Urbana vending machine or acquired at the LPP Passenger Centre on 56 Slovenska Cesta in Ljubljana. The user will bring the card close to the card reader and select the option Activation Code. The customer may register or log into their user account on the LPP website, Urbana On-Line Sales (<u>https://urbana.jhl.si/</u>).
- Schoolchildren and students who have applied for their subsidised tickets at the e-Uprava (e-Administration) portal do not need to acquire activation codes to add their Urbana or IPPT cards to their user accounts. They will log in selecting Login using SI-PASS (e-application): Prijava s SI-PASS (e-vloga).
- Tickets or credit can be purchased using a computer or mobile phone. Accepting the General Terms of Online Sales is required in the registration process, which the customer do by checking the Terms and Conditions checkbox (»pravila in pogoji«).

User account (registration) cancellation

Α customer can cancel their user account at this e-mail address: spletna.prodaja@lpp.si. To verify the authenticity of the data, contact will be made with the customer and the account cancellation confirmed. A request to cancel an account must be sent from the e-mail address stated with the registration or login. Within 15 (fifteen) days after the receipt of the request, the customer's personal data will be deleted, of which the customer will be notified via e-mail.

Prices

- All prices are listed on the LPP d.o.o. webpage: <u>http://www.lpp.si/javni-prevoz/ceniki</u> as well as with selected products in LPP Online Sales.
- All prices are in Euro with VAT included. Value Added Tax on the purchase of monthly tickets is 9.5 percent, while VAT will not be charged for the service of credit top-up. (VAT will only be charged after the service has been completed, i.e. if the purchase/payment of the ticket is made on the bus.)

Payment methods

With debit/credit cards:

- with MasterCard,
- with Maestro,
- with Visa or Visa Electron.

Your purchase with a debit/credit card in LPP Online Sales is perfectly safe. LPP Online Sales uses the advanced systems of MasterCard SecureCode and Verified by Visa. LPP d.o.o. is part of the 3D Secure programme (international security standard for the verification of debit/credit card holders' identities when paying online), and is thus protected against abuse within the framework of card system regulations. Please learn more about the 3D Secure programme at <u>https://www.nlb.si/3d-secure</u>.

A claim to charge the customer's card will be sent to the customer's bank as soon as the procedure of collecting the products purchased in LPP vehicles, at Urbana vending machines or other parts of the IPPT system terminal infrastructure is started. The customer's card is charged as soon as the purchase is confirmed. The date of payment is subject to the arrangement between the customer and their bank.

After purchasing products online with debit/credit cards, the procedure of collecting the products purchased in LPP vehicles, at Urbana vending machines or other parts of the IPPT system terminal infrastructure is started.

With VALÚ Moneta

VALÚ Moneta as a way of payment is provided for Telekom Slovenija and A1 users. After purchasing products online with VALÚ Moneta, the procedure of collecting the products purchased in LPP vehicles, at Urbana vending machines or other parts of the IPPT system terminal infrastructure is started.

With PayPal

After selecting payment with PayPal, the customer will be redirected to the PayPal webpage, where they will complete the payment.

After purchasing products online with PayPal, the procedure of collecting the products purchased in LPP vehicles, at Urbana vending machines or other parts of the IPPT system terminal infrastructure is started.

Ticket purchase, credit top-up and collection of products purchased

- After a purchase, the customer will receive a notification by e-mail.
- The provider (LPP d.o.o.) reserves the right to reject an order, if the customer is not eligible for a certain type of ticket, or if the Urbana/IPPT card to be topped up has been cancelled or permanently inactive or appropriated or blocked.
- A customer may order and pay the topping up of credit and/or a time ticket on their Urbana card via LPP Online Sales (online purchase), if the card is in function.
- When the point of sale has received a reply from the processing centre, they will send an e-mail to the customer, containing a receipt/message stating that the customer's order has been confirmed by the point of sale, and the receipt/message will contain all the data identical to the data in the customer's order, as well as the following information, with the exception of the customer's debit/credit card information (card number, date of expiry):
 - order number,
 - purchase number,
 - date and time (date and time of the customer's order and date and time of the confirmation by the point of sale.),
 - o identification of the point of accessing the Internet at the time of order,
 - status of purchase (odobren=approved/zavrnjen=denied).
- Before completing the purchase of a time ticket or credit in LPP Online Sales, the customer will click the "Potrdi nakup" ("Confirm") button, agreeing that a payable order has been made and confirming that they have read, understood and accepted the General Terms of Online Sales and the product price list.
- After receiving the purchase price, we will complete your purchase and send you the receipt in an e-mail.
- The products purchased will be transferred to your Urbana or IPPT card at a validator in the transport company's vehicles, the IPPT system terminal infrastructure, the ticket office of the LPP Passenger Centre, the Ljubljana bus station or an Urbana vending machine. (Urbana vending machines will provide the collection of credit only; the customer brings their Urbana card close to the reader and selects Prevzem (Collect) on the screen.)
- Further purchases of credit will be disabled, until the customer collects the current credit.

Orders in LPP Online Sales can be made at any time, 24/7. For assistance when placing an order, please dial 080 6077 or send us an e-mail: <u>spletna.prodaja@lpp.si</u>.

COLLECTING PRODUCTS PURCHASED ONLINE

If a customer fails to collect their monthly ticket purchased in LPP Online Sales, the transport company's vehicles or the IPPT (Integrated Public Passenger Transport) system terminal infrastructure within the scope of the monthly ticket's validity, they may claim a refund of the purchase price with the transport company, **but no later than within 8 (eight) days from the expiry of validity of the monthly ticket they have not collected**. Please send your request for a refund of the purchase price to <u>spletna.prodaja@lpp.si</u>. The contactless Urbana or IPPT card number and the customer's bank account number with the name of the bank must be stated.

If a customer **fails to collect** their credit purchased in LPP Online Sales, the transport company's vehicles or the IPPT (Integrated Public Passenger Transport) system terminal infrastructure within **30** (thirty) days from the date of the purchase, the credit purchased will expire and cannot be collected anymore. In such case the customer may claim a refund of the purchase price of credit, but no later than within **8** (eight) days from the expiry of credit. Please send your request for a refund of the purchase price to <u>spletna.prodaja@lpp.si</u>. The contactless Urbana or IPPT card number and the customer's bank account number with the name of the bank must be stated. If a customer collects a part of credit, no refund of the purchase price will be made.

Order cancellation

A customer may cancel orders made in LPP Online Sales without any additional cost until payments have been confirmed.

Storing of orders and agreements

A sales agreement (order) is saved electronically on the provider's (LPP d.o.o.) server and accessible by the customer in their user profile at any time. The provider (LPP d.o.o) advises the customer to print out their verification of agreement (order) or their copy of the agreement (order) or save it on their own permanent data storage medium, as the provider (LPP d.o.o) cannot store this type of documents indefinitely due to possible technical limitations or system errors as well as due to legal provisions pertaining to data storage.

When paying with debit/credit cards, no data will be stored on the provider's (LPP d.o.o.) server. The data will only be accessible by the bank, their processing centre and the customer/card holder, unless otherwise provided by compulsory regulations.

Receipt

After each purchase of products in LPP Online Sales completed successfully, the customer will receive a receipt by e-mail.

Withdrawal from the agreement and complaints

The customer will agree that they will lose the right to withdraw from the agreement as soon as they have collected the products purchased in the transport company's vehicles, at an Urbana vending machine or in the IPPT system terminal infrastructure. Once a product has been collected, a cancellation or transfer of products into the following month or a refund of the purchase price are no longer possible.

A refund of the purchase price of subsidised school or student six-month or annual tickets is provided in accordance with the Rules on The Implementation of Subsidised Transport.

A refund of the purchase price of all types of annual tickets other than subsidised school or student tickets will be claimed at the LPP Passenger Centre. A complete refund of the purchase price is only possible if the annual ticket has not been used (e.g. annual ticket collected at an Urbana vending machine). In the event that the annual ticket has been collected/used in a vehicle, a refund is made in the amount corresponding to the months during which the ticket was out of use.

Please report any difficulties when collecting products already paid for in the transport company's vehicles or the IPPT system terminal infrastructure in writing to: <u>spletna.prodaja@lpp.si.</u> Any difficulties can also be reported by dialling 080 6077.

Disputes

The contracting parties shall agree that any disputes shall be resolved in agreement and amicably. In the event that such a solution may not be possible, the dispute shall be referred to the responsible court in Ljubljana.

Alternative ways to resolve a dispute are governed by the Out-of-Courte Settlement of Consumer Disputes Act (ZIsRPS), where the contracting parties employ an out-of-court agent for the settlement of consumer disputes (OSCD agent). The customer will freely decide whether to initiate the proceedings with an OSCD agent, and the provider (LPP d.o.o.) will freely decide whether to take part in these proceedings.

Safety

The provider (LPP d.o.o.) guarantees that all purchases in LPP Online Sales are perfectly safe. All confidential information communicated on the Internet (personal data, information about purchases and debit/credit card numbers) is appropriately coded, and is therefore unreadable by third parties.

For maximum communications security, LPP Online Sales uses the same mechanisms, which are used by banks, financial institutions and premium online stores.

All communications between web browsers and the webpage are carried out through a HTTPS protocol, which means that all information is appropriately coded – signed with the webpage certificate.

Authorisations and transactions with debit/credit cards are carried out by the authorisation centre of the bank, which is the contracting partner of the provider (LPP d.o.o.) for debit/credit card payments. Cards are authorised in real time with immediate verification of data in the bank system.

Customer assistance

Information about orders, complaints concerning online purchases and online purchase help:

- e-mail: spletna.prodaja@lpp.si
- phone: 080 6077

Provider identity

Company: JAVNO PODJETJE LJUBLJANSKI POTNIŠKI PROMET, d.o.o. Short name of the company: LPP d.o.o. Office: 160 Celovška Cesta, Ljubljana Phone: +386 1 582 25 82 +386 1 582 25 82 +386 1 582 25 01 (secretary) e-mail: mail@lpp.si Webpage: www.lpp.si Court register number: 1/09817/00 Business registration number: 5222966000 VAT ID number: SI66742790 Bank accounts: 03100-1005605502 with SKB Banka d.d.

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 valid from:
 8. 11. 2019

 version:
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07000-0001406978 with Gorenjska Banka d.d. 05100-8013084225 with ABANKA d.d. Business code: 49.310 Capital stock: EUR 18,155,600.00

Final provisions

General Terms of LPP Online Sales are accessible at https://urbana.jhl.si/Home/Help?pid=101

The product price list is accessible on the LPP d.o.o. webpage: <u>http://www.lpp.si/javni-prevoz/ceniki</u> and with selected products in LPP Online Sales.

The provider (LPP d.o.o.) advises the customer to print out these Terms before or no later than with an online purchase or save them on their own permanent data storage medium.

These General Terms of LPP Online Sales will enter into force on the day after their publication, i.e. on 8th November 2019.

Ljubljana, 7th November 2019.

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