

# **Terms and Conditions** of the Mobi system



**mobi**



Based on the Electronic Communications Act – ZEK-om (Official Gazette of the Republic of Slovenia, no. 13/2007 – official consolidated text 1, no. 110/2009, no. 33/2011) and the General Act on the Transparency and the Publication of Information (Official Gazette of the Republic of Slovenia, no. 96/2004, no. 59/2008, no. 55/2010), Telekom Slovenije, d.d. (hereinafter: Telekom Slovenije), publishes the following

## **TERMS AND CONDITIONS OF USING MOBI SERVICES**

Terms and conditions of using Mobi services (hereinafter: Mobi terms and conditions) regulate the relationship between Telekom Slovenije and users of mobile electronic communication services in the Mobi system. They apply together with the General Terms and Conditions of Using Electronic Communication Services of Telekom Slovenije, d.d. (hereinafter: the GTCU) and the Special Terms and Conditions of Using Mobile Electronic Communication Services of Telekom Slovenije (hereinafter: STC).

Mobi terms and conditions are available at Telekom Slovenije's points of sale and its websites.

### **1. DEFINITIONS**

- 1.1. 'Mobi service'** is a prepaid service, which comprises technical and commercial services in Telekom Slovenije's mobile electronic

communication network that Telekom Slovenije provides to its prepaid (Mobi) users, who do not enter subscription agreements with Telekom Slovenije and pay for the services under the pay-as-you-go principle.

- 1.2. 'Mobi users'** are individuals or legal entities, who use mobile services that Telekom Slovenije provides to its Mobi users as part of the Mobi service, and are therefore appropriately identified.
- 1.3. 'Mobi account'** is the account which can be topped up with credit and is inseparably tied to Mobi user's mobile phone number (MSISDN).
- 1.4. 'Mobi card'** is a voucher with information necessary to top up the Mobi account. It is in paper format with a clearly indicated expiration date. The Mobi card cannot be used after the expiration date.
- 1.5. 'Topping up the Mobi account'** means adding credit to the Mobi user's account by any available means (Mobi card, credit or debit card, Moneta, voucher issued at an authorized point of sale, topping up at a sales point) or through any channel (a command string, call, web or mobile portals, direct top up on the sales point) provided by Telekom Slovenije.
- 1.6. 'Credit'** is a positive balance on the Mobi account.
- 1.7.** Mobi users can **"identify themselves"** with Mobi certificate, PUK code or SIM card, with a written statement and an identity document.
- 1.8. 'Mobi package'** is a package that comprises a SIM

card with an initial credit or Mobi card; the PUK and PIN codes, Mobi terms and conditions, and different publications with instructions and information. Some packages also include the Mobi certificate and/or mobile phone with accessories and a warranty certificate.

- 1.9. 'Mobi phone'** is a sales package with a mobile phone and accessories, a Mobi card, the warranty statement and different documents containing instructions and information.
- 1.10.** Other terms used in these Special Terms and Conditions carry the same meaning as in the GTCU, STC, the Electronic Communications Act (hereinafter: ZEK-om) and regulations based on ZEK-om.

## **2. MUTUAL RIGHTS AND OBLIGATIONS**

- 2.1.** In addition to the current legislation, the relationship between Telekom Slovenije and the Mobi user is also governed by the GTCU, STC, these Mobi terms and conditions, and the instructions for use and the valid price list.
- 2.2.** If the GTCU and STC deviate from these terms and conditions, the Mobi terms and conditions apply.
- 2.3.** Telekom Slovenije will allow Mobi users to enter a subscription agreement for mobile services and keep the same mobile number (MSISDN) upon changing the SIM card without paying a connection fee and in line with the general terms and conditions.

- 2.4.** When switching to a subscription agreement, any credit on the Mobi account is irrevocably deleted and cannot be transferred to another Mobi account or recovered when switching back to the Mobi system.
- 2.5.** Change from a subscription contractual relationship back to the Mobi system and keeping the same mobile number (MSISDN) is possible, and is charged in line with the valid price list.

### **3. TERMS AND CONDITIONS OF USING MOBI SERVICES**

- 3.1.** As part of the prepaid service, Telekom Slovenije provides Mobi users with basic, additional and supplementary services as defined by STC and, depending on the selected package, any additional agreements between the Mobi user and Telekom Slovenije, in line with the offer and the price list.
- 3.2.** Mobi users can establish connections within Telekom Slovenije's mobile network and with other networks in Slovenia or abroad. Roaming is possible in the networks of foreign operators, which have contracts with Telekom Slovenije and support the roaming of Mobi users.
- 3.3.** The use of certain services is only possible upon Mobi user's presentation of ID.
- 3.4.** Telekom Slovenije charges Mobi services according to the valid price list.

- 3.5.** The security of calls during established connections is the same for all users of Telekom Slovenije's mobile network.
- 3.6.** In the event that their SIM card is destroyed, lost, or stolen, Mobi users can inform Telekom Slovenije in writing or by visiting the closest Telekom Slovenije's sales point, and Telekom Slovenije will block their SIM card within 24 (twenty-four) hours of receiving the notification. Potential costs of services used before the account is blocked will be deducted from the credit on Mobi user's account.
- 3.7.** In the event that the SIM card is damaged, lost or stolen, Telekom Slovenije will issue a new card with the same phone number upon written request from the Mobi user, provided they have presented valid identification and made payment in accordance with the price list. If the Mobi user also loses the identification documents, they ultimately lose the right to use the assigned mobile phone number in the Mobi system.
- 3.8.** If Telekom Slovenije fails to provide the required level of the services as defined in the GTCU and STC, Mobi user has the right to request that any damages incurred be repaid in the amount of up to the highest Mobi card for topping up the Mobi account, but not more than the amount spent in the last three months.

## **4. TOPPING UP THE MOBI ACCOUNT, THE MOBI ACCOUNT, AND USING THE CREDIT**

- 4.1.** Mobi accounts can be topped up by any available means (Mobi card, credit or debit card, Moneta (topping up can be carried out from any Telekom Slovenije number with the activated Moneta service), voucher issued at an authorized point of sale, at sales points) or through any channel (a command string, call, web or mobile portals, direct top up on the sales point) provided by Telekom Slovenije.
- 4.2.** Telekom Slovenije can guarantee the validity of original Mobi cards only if they are purchased at Telekom Slovenije's points of sale or marked sales points, and at authorized resellers.
- 4.3.** Mobi top-up cards are valid by the indicated date. It is not possible to add credit to the Mobi account with an expired Mobi card; the expired card can also not be exchanged.
- 4.4.** Mobi cards and vouchers issued at authorized points of sale are no longer valid after a successful top up has been performed.
- 4.5.** Mobi users can spend the credit within 90 days after the last top-up of the Mobi account. After this period, Mobi user can no longer establish connections, receive calls or use additional services, regardless of the credit on their Mobi

account, until the account is topped up again.

- 4.6.** Mobi user can top up the Mobi account again within 270 days of the last top up. A top up between the 91st and 270th day from the last top up also activates any credit left on the Mobi account on the 90th day.
- 4.7.** When the credit falls below € 0.99, Mobi user is notified on this before every call as long as connection can still be made. When the credit on the Mobi account is not high enough for a connection, the connection is cut.
- 4.8.** After the 270th day from the last top up, the Mobi user can no longer top up the Mobi account. In this case, any credit on the Mobi account is irrevocably deleted and cannot be transferred to another Mobi account.
- 4.9.** After the 270th day from the last top up, the Mobi account is locked. The credit is lost, and the unused credit on the Mobi account cannot be transferred to another Mobi account. The Mobi user also loses the right to use the assigned mobile phone number in the Mobi system.
- 4.10.** The due date by which the balance on the Mobi account must be checked or the Mobi account must be topped up for the first time is indicated on the Mobi package.
- 4.11.** If the account is not topped up within 24 months

after activating the SIM card at least once, the Mobi user loses the right to use the assigned mobile phone number in the Mobi system. Upon identification, Telekom Slovenije provides the Mobi user with a new SIM card and a new mobile phone number free of charge.

- 4.12.** If a wrong 16-digit number from the Mobi card for topping up the Mobi account is entered five times in a row, all methods of topping up the Mobi account are temporarily blocked. The Mobi user must turn for help to Telekom Slovenije's center for user support at 121 (or +38641700700 if calling from abroad). The call must be made from the phone number, from which the Mobi account was topped up unsuccessfully.
- 4.13.** The Mobi user can stop using services in the Mobi system at any time. In this case, any credit on the Mobi account will be irrevocably deleted and cannot be transferred to another Mobi account. The user also loses the right to use the assigned mobile phone number in the Mobi system.

## **5. RESOLVING COMPLAINTS AND CARE FOR MOBI SYSTEM USERS**

- 5.1.** Procedures and deadlines in resolving Mobi users' claims and complaints are defined by the general terms and conditions.
- 5.2.** Complaints regarding Mobi accounts, topping up,

and credit should be filed as defined in the GTCU and the following information should be provided: full name, the address, the location and time of purchase, the original Mobi card, the copy of the transaction receipt (from the ATM), a voucher issued at a sales point, or a receipt for topping up at a sales point, Mobi user's identification, and any other information Telekom Slovenije needs to resolve the complaint.

- 5.3.** In case the complaint is resolved in favor of the user, Telekom Slovenije does not pay in cash but establishes the previous balance on the Mobi account.
- 5.4.** In case the mistake (indecipherable number, wrong value...) was on the voucher issued at an authorized sales point, the complaint is resolved by the issuer.
- 5.5.** Issuing the list of established connections (itemized invoice) for Mobi users is not possible.
- 5.6.** Telekom Slovenije provides free-of-charge calls from its mobile network to numbers 112, 113, its center for supporting users at 121, to the answering machine for topping up the Mobi account at 123, and its user support phone number for calls from abroad, +38641700700.
- 5.7.** Telekom Slovenije publishes information on Mobi users in the phone directory only upon a written request from an adult Mobi user, or with parents

or custodians' permission for Mobi users under the age of 18.

- 5.8.** Telekom Slovenije will protect personal data on Mobi users as a business secret, and will process and use them in line with regulations on personal data protection. The acquired data will only be used for uninterrupted provision of the prepaid services, and for market analyses for improving the services and products offered to Mobi users.

## **6. FINAL PROVISIONS**

- 6.1.** Mobi terms and conditions will be prominently displayed at any sales point that Telekom Slovenije has authorized to sell Mobi packages and on Telekom Slovenije's websites, thus allowing future Mobi users to read them before making a purchase.
- 6.2.** By making a purchase, a Mobi user confirms that they have read the Mobi terms and conditions, and the price list, and that they accept all obligations arising from them.
- 6.3.** For Mobi users purchasing Mobi packages on 1 July 2011 or later, these Mobi terms and conditions step into force on 1 July 2011.







**Information for  
Mobi users - dial toll-free:**

**121**

(free of charge calls within  
home network only)

**080 8000**

**If calling from abroad,  
please dial toll-free number:  
+386 41 700 700**

[info@mobitel.si](mailto:info@mobitel.si)  
[www.mobitel.si](http://www.mobitel.si)

