

Splošni pogoji uporabe spletne in mobilne aplikacije OneCharge

1. UVODNA DOLOČBA

S splošnimi pogoji za uporabo aplikacije OneCharge (v nadaljevanju: splošni pogoji) določa Petrol obveznosti, pravice in pogoje za uporabo aplikacije OneCharge.

Splošni pogoji veljajo tako za uporabo spletne aplikacije kot tudi mobilne aplikacije OneCharge, v kolikor iz besedila posameznih členov ne izhaja drugače.

Ti splošni pogoji veljajo za vse nadgradnje in/ali nove verzije in/ali kakršne koli druge spremembe aplikacije OneCharge.

Vsebine, ki zadevajo uporabo Petrol klub plačilnih kartic, urejajo pripadajoči splošni pogoji, ki dopolnjujejo dane splošne pogoje.

2. DEFINICIJE

Izrazi, uporabljeni v teh splošnih pogojih, imajo naslednji pomen:

Petrol - PETROL d.d., Ljubljana, Dunajska cesta 50, 1000 Ljubljana, matična številka 5025796000 in/ali njene matične, hčerinske ali druge povezanimi družbami,

Aplikacija OneCharge – spletna ali mobilna aplikacija OneCharge

Registracija pomeni samo prvi vpis v bazo podatkov, kjer uporabnik vpiše zahtevane podatke glede na tip registracije, poda soglasje k danim splošnim pogojem in s tem povezani obdelavi osebnih podatkov ter naknadno potrdi uporabljen elektronski naslov.

Kratka registracija je po definiciji enaka kot registracija, vendar se vneseni podatki iz baze podatkov izbrišejo v 24 urah.

Uporabniki aplikacije OneCharge so lahko polnoletni in polno poslovno sposobni potrošniki tj. fizične osebe, zlasti pa: imetniki Petrol klub plačilne kartice zvestobe ter vse druge fizične osebe, ki se registrirajo za uporabo aplikacije OneCharge ter anonimni uporabniki aplikacije OneCharge.

Anonimni uporabnik aplikacije OneCharge je uporabnik, ki za uporabo aplikacije izvede kratko registracijo in izpolnjuje ostale pogoje za uporabo, ki jih določi izdajatelj.

Pametni telefon ali tablični računalnik za potrebe teh splošnih pogojev pomeni napravo, ki omogoča nameščanje in delovanje naprednih aplikacij, ki jih sicer običajni telefoni ne podpirajo. Pametni telefoni ali tablični računalniki omogočajo naprednejše možnosti dostopa do interneta, večopravilnost, povezljivost in imajo možnost uporabe naprednih funkcij.

Spletna aplikacija OneCharge je spletna aplikacija, do katere je možno dostopati preko spletnega brskalnika na pametnem telefonu ali tabličnem računalniku.

Mobilna aplikacija OneCharge je mobilna aplikacija, ki si jo uporabnik namesti na svoj pametni telefon ali tablični računalnik.

Prijava pomeni vstop v aplikacijo OneCharge z uporabniškim imenom in geslom, ki je bilo navedeno v postopku registracije. Prav tako prijava pomeni, da so vsi potrebni podatki že vpisani v bazo ter da je potrjen elektronski naslov s strani uporabnika. V okviru prijave je potrebno za vsak nadaljnji vpogled v poslovanje vpisati le uporabniško ime in geslo. Uporabnik si lahko geslo naknadno spremeni.

Spletne ali mobilne trgovine predstavljajo digitalni način distribucije aplikacij in so namenjene zagotavljanju oz. nameščanju programskih aplikacij za uporabnike ter omogoča prenos mobilnih aplikacij na pametne telefone.

Cenik predstavlja samostojen dokument v fizični ali elektronski obliki, ki opredeljuje cene storitve polnjenja na polnilni infrastrukturi, določene s strani Petrola in/ali cene povezane z zagotavljanjem te storitve in je objavljen na spletni strani, lahko pa je prikazan tudi v fizični obliki na polnilni infrastrukturi.

Uporabnik v primeru uporabe aplikacije OneCharge za uporabe aplikacije zlasti pa pričetek in izvedbo polnjenja potrjuje, da je seznanjen in soglaša s splošnimi pogoji in pravili o uporabi polnilne infrastrukture in storitve polnjenja, objavljenimi na www.petrol.si.

3. PRENOS APLIKACIJE ONECHARGE

Uporabnik lahko aplikacijo OneCharge, glede na obstoječi pametni telefon in glede na razpoložljivost, prenese preko spletnih ali mobilnih trgovin za mobilne aplikacije, in sicer vedno na način in pod pogoji, ki so določeni za izbrane spletne mobilne trgovine:

- Apple iOS: iTunes Store,
- Google Android: Play Store.

Uporaba aplikacije je za uporabnika brezplačna, pri čemer je dolžan uporabnik plačati prenos podatkov, ki mu ga izbrani operater omrežja preko katerega se povezuje na svetovni splet zaračuna po svojem veljavnem ceniku.

Podatkovni prenos podatkov preko mobilnega omrežja, ki je potreben za delovanje aplikacije, se lahko v tujem mobilnem omrežju obračuna po tarifnih postavkah za podatkovni prenos v tujem omrežju skladno z veljavnim cenikom mobilnega operaterja s katerim ima uporabnik sklenjeno pogodbo.

4. TEHNIČNE ZAHTEVE

Za prenos in uporabo aplikacije OneCharge, Petrol priporoča uporabo LTE, 3G ali 2,5G omrežja. V 2G je prenos in uporaba aplikacije OneCharge mogoča, vendar se podatki v ozadju med aplikacijo in zalednim sistemom prenašajo počasneje, kar lahko vpliva na odzivnost aplikacije.

Mobilna aplikacija OneCharge deluje na operacijskih sistemih: iOS (Apple) ali Android (Google). Zaradi tehničnih omejitev starejših verzij operacijskih sistemov določene aplikacije niso na voljo, funkcionalnosti ne delujejo pravilno ali pa prikaz funkcionalnosti ni mogoč.

5. FUNKCIONALNOSTI APLIKACIJE

Funkcionalnosti aplikacije OneCharge delimo na:

- osnovne in
- napredne.

Osnovne funkcionalnosti so zlasti, vendar ne izključno:

- prikaz in iskanje polnilnic s pomočjo filtrov,
- prikaz informacij o polnilnici ter razpoložljivosti priključkov,
- vnos in skeniranje kode za hitrejši pričetek polnjenja,

Napredne funkcionalnosti so zlasti, vendar ne izključno:

- vnos plačilnega sredstva in izvedba polnjenja.
- pregled računov in zgodovine polnjenj na polnilni infrastrukturi,
- dodajanje in urejanje plačilnih sredstev,
- shranjevanje nastavitev aplikacije in filtrov iskanja polnilnic,
- nabiranje točk zvestobe na Petrolovi plačilni kartici zvestobe.

6. PRIJAVA IN REGISTRACIJA

Za uporabo osnovnih funkcionalnosti aplikacije OneCharge registracija ali prijava nista potrebni.

Za uporabo naprednih funkcionalnosti in funkcionalnosti vezanih na uporabniški račun uporabnika je potrebna registracija in prijava. Ob registraciji uporabnik potrdi, da je skrbno prebral veljavne splošne pogoje, se z njimi strinja in jih sprejema v celoti.

Registracijo lahko uporabnik izvede na več načinov, ki jih dopušča aplikacija. Ob registraciji ali kasneje, se lahko uporabnik prijavi v aplikacijo s svojim »Moj Petrol« računom.

Obvezni podatki so nujno potrebni za postopek registracije in komunikacijo pri poslovanju z uporabnikom in so označeni s sporočilom, da je polje obvezno. V primeru, da uporabnik ne želi posredovati kateregakoli obveznega podatka pri registraciji, le-te ne bo mogel uspešno dokončati in posledično ne bo mogel uporabljati aplikacije OneCharge.

Uporabnik lahko prekliče svojo registracijo iz spletne oz. mobilne aplikacije OneCharge tako, da preklic registracije javi na e-mail naslov: podpora.strankam@petrol.si ali pisno na naslov PETROL d.d., Ljubljana, Petrol Klub, Dunajska 50, Ljubljana. Po dokončni potrditvi preklica registracije bo uporabniško ime brisano iz seznama uporabnikov aplikacije OneCharge.

7. OMEJITEV ODGOVORNOSTI

Petrol v nobenem primeru ne prevzema nobene odgovornosti in ne daje nobenih jamstev uporabniku za morebitno nedelovanje oz. nemožnost uporabe aplikacije OneCharge, ampak si bo za nemoteno delovanje zgolj prizadeval.

Za prikaz določenih funkcionalnosti se v aplikaciji OneCharge uporablja neodvisne zunanje storitve in aplikacije. Za uporabo teh storitev veljajo pogoji uporabe zunanje storitve, ki jih določa lastnik storitve ali aplikacije, Petrol pa v zvezi s tem ne prevzema nobene odgovornosti in ne daje nobenih jamstev.

Aplikacija OneCharge uporablja, vendar ne izključno, Google Maps Distance Matrix API, Maps SDK for Android, Maps Java Script API, Places API, Mobile Crash Reporting API in Apple Maps. Upoštevajoč relevantne splošne pogoje družbe Google Inc. (dostopni na: "<https://www.google.com/intl/en/policies/terms/>, »<https://www.google.com/policies/privacy/>) in Apple Inc. (dostopni na: <https://www.apple.com/legal/internet-services/maps/terms-en.html>), se ti v delu, ki zadeva uporabo danih storitev uporabljajo in tvorijo sestavni del teh splošnih pogojev. Z uporabo aplikacije OneCharge so uporabniki zavezani k splošnim pogojem družbe Google Inc. in Apple Inc. iz tega odstavka. Petrol pa ima pravico uporabljati tudi druge podobne storitve, uporabniki pa so se vedno dolžni seznaniti s pogoji uporabe takšnih storitev.

Petrol ni odgovoren za občasno nedelovanje aplikacije OneCharge, morebitno netočnost informacij in tudi ne za morebitno škodo in/ali izgubo dohodka.

Petrol ne odgovarja za nobeno škodo, ki bi npr. izhajala iz dostopa do informacij, uporabe ali nemožnosti uporabe informacij ali za kakršnekoli napake ali pomanjkljivosti v njihovi vsebini. Petrol ni odgovoren za kakršno koli izgubo ali škodo, do katere lahko pride zaradi nepooblaščen uporabe uporabniškega računa ali gesla.

Petrol ne prevzema nobene odgovornosti za napake v vsebini ter pravilnosti in točnosti objavljenih podatkov, do katerih je morebiti prišlo zaradi časovnih neusklajenosti, napak pri vnosu ali drugih nepredvidljivih vzrokov. Petrol ne odgovarja za obliko in vsebino podatkov, pridobljenih prek spletnih povezav, ki niso last Petrola.

Petrol ne odgovarja za morebitne napake in škodo, ki izhaja iz posredovanja napačnih podatkov in/ali drugega delovanja iz strani uporabnika npr. ob registraciji ali prijavi v aplikacijo OneCharge.

Prav tako si Petrol pridržuje pravico, da kadarkoli brez predhodnega opozorila spremeni, doda ali odstrani vsebine, objavljene v aplikaciji OneCharge. Vsi uporabniki vso objavljeno vsebino uporabljajo na lastno odgovornost, pri čemer morajo poskrbeti tudi za ustrezno zaščito podatkov na svojem pametnem telefonu ali tabličnem računalniku.

8. NADGRADNJE IN NOVE VERZIJE APLIKACIJE ONECHARGE

Zaradi tehničnih ali funkcionalnih nadgradenj aplikacije OneCharge, si Petrol pridržuje pravico, da objavi novo verzijo aplikacije OneCharge. Uporabnik bo o novi verziji aplikacije OneCharge obveščen ali preko aplikacije same ali preko trgovine iz katere je mobilna aplikacija naložena ali pa bo do posodobitve aplikacije na telefonu lahko prišlo tudi samodejno.

9. OBDELAVA OSEBNIH PODATKOV

Petrol obdeluje osebne podatke v skladu z Uredbo (EU) 2016/679 Evropskega parlamenta in Sveta z dne 27. aprila 2016 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov ter o razveljavitvi Direktive 95/46/ES (v nadaljevanju: Splošna uredba o varstvu podatkov) in nacionalnimi predpisi o varstvu osebnih podatkov.

Vrste osebnih podatkov, podlaga ter namen obdelave

Za uporabo aplikacije OneCharge mora uporabnik posredovati Petrolu svoje osebne podatke: ime, priimek, naslov elektronske pošte, naslov prebivališča vključno z državo in številko mobilnega telefona. Uporabnik se lahko registrira kot anonimni uporabnik. V tem primeru Petrolu posreduje samo naslov elektronske pošte.

Petrol bo obdeloval navedene podatke za namen:

- Kontaktiranja uporabnika za potrebe nemotene uporabe blaga ali storitev, ki so predmet teh Splošnih pogojev,
- Zagotavljanja blaga ali storitev, ki so predmet splošnih pogojev in sklenitve pogodbe z uporabnikom ter optimiziranje ponudbe,
- Reševanja reklamacij,
- Registracije uporabnika,
- Izvajanja in pregledovanja plačilnih transakcij, morebitnih neskladnosti pri izvrševanju plačil ter s tem povezanih zlorab in drugih kršitev teh Splošnih pogojev.

Petrol bo obdeloval navedene podatke za druge namene, pod pogojem da je uporabnik za takšne druge namene obdelave podatkov podal pisno soglasje:

- Profiliranje uporabnikov za pripravo prilagojenih ponudb svojega blaga in storitev prek uporabe naslova e-pošte, SMS, MMS, telefona ali klasične pošte,
- Za neposredno trženje glede ponudb blaga in storitev, akcijskih prodajah, ugodnostih, ter drugih sprememb oz. Novosti,
- Izvajanje tržnih raziskav o kvaliteti izdelkov in storitev ter potrebah po dodatnih izdelkih ali storitvah.

Ob uporabi aplikacije OneCharge za storitev polnjenja obdeluje Petrol podatke o nakupljenih količinah, blagu oz. opravljenih storitvah, plačilu, času in kraju nakupa, načinih plačila, in pridobljenih ugodnostih. V primeru, da posameznik ne poda ustreznega soglasja za tovrstno obdelavo, Petrol te podatke obdeluje anonimno ali s psevdonimom in sicer poleg že navedenih namenov tudi z namenom analiziranja in preučevanja nakupovalnih navad, za namen optimiziranja ponudbe in stroškov ter dvig zadovoljstva kupcev.

Spremembe podatkov

V primeru, da se navedni osebni podatki spremenijo, mora uporabnik sporočiti Petrolu spremembo v roku 30 dni od njenega nastanka, in sicer na e-mail naslov: podpora.strankam@petrol.si, čez uporabniški zahtevek v aplikaciji OneCharge ali pisno na naslov: Petrol, Slovenska energetska družba d.d., Dunajska cesta 50, Ljubljana.

Petrol bo spremembo podatkov, posredovanih po navadni pošti, upošteval najkasneje v roku 30 dni od dne prejema pisnega obvestila, takoj pa v primeru spremembe podatkov preko aplikacije OneCharge.

Pravice uporabnika

Uporabnik lahko kadarkoli zahteva potrditev, ali Petrol obdeluje njegove osebne podatke ter seznanitev s temi osebnimi podatki. Prav tako ima pravico, da te osebne podatke prejme in da jih posreduje drugemu upravljavcu. Uporabnik lahko zahteva omejitev obdelave osebnih podatkov, ugovarja obdelavi osebnih podatkov, prekliče dana soglasja za različne namene obdelave, zahteva popravke oz. dopolnitve ali izbris osebnih podatkov. Vse navedene pravice lahko uveljavlja pod pogoji in v obsegu iz 15. do 22. člena Splošne uredbe o varstvu podatkov.

Ne glede na uveljavitev pravic iz prejšnjega odstavka, se bodo osebni podatki morda obdelovali v okviru morebitnih ostalih danih privolitvev ter v primeru, da za obdelavo obstaja skladno s 6. členom Splošne uredbe o varstvu podatkov druga pravna podlaga, v okviru te podlage.

Zahtevo za uveljavitev pravic iz prvega odstavka te točke, lahko uporabnik izvede s pisno zahtevo, poslano na naslov Petrol d.d., Ljubljana, Dunajska cesta 50, 1000 Ljubljana, s pripisom »za DPO«.

Petrol bo v primeru uveljavljanja uporabnikovih pravic glede ugovora obdelave podatkov, preklica soglasja, zahteve po omejitvi obdelave ali izbrisu osebnih podatkov, ki imajo za posledico preprečevanje obveščanja uporabnika, preprečil obveščanje najkasneje v roku 15 dni od prejema ugovora oziroma spremembe nastavitvev uporabnika. V primeru, da je bila kampanja za obveščanje pripravljena pred obdelavo ugovora

oziroma spremembe nastavitev, obstaja možnost, da bo uporabnik kljub temu prejel še zadnje obvestilo. Uveljavljanje ostalih pravic bo Petrol zagotavljal v rokih, zahtevanih z veljavno zakonodajo s področja varstva osebnih podatkov.

Uporabniki osebnih podatkov

Petrol z osebnimi podatki ravna posebej skrbno in onemogoča dostop nepooblaščenim osebam. V nekaterih primerih je potrebno zaradi posameznih primerov obdelav, ki jih Petrol ne izvaja samostojno, uporabnikove osebne podatke posredovati izvajalcem – zunanjim obdelovalcem, ki podatke obdelujejo v imenu, za račun, po navodilih in pod nadzorom Petrola (distribucijski partnerji, oglaševalske agencije, tiskarne, lastniki programske opreme idr.) in so podrobneje našteje v seznamu na spletni strani www.petrol.si/gdpr/obdelovalci-podatkov.

Poleg zunanjih obdelovalcev Petrol posreduje uporabnikove osebne podatke tudi državnim organom na podlagi njihove obrazložene pisne zahteve za potrebe vodenja konkretnega postopka ter v primerih zahteve uporabnika ali na podlagi njegovega pisnega pooblastila.

Rok hrambe osebnih podatkov

Petrol osebne podatke obdeluje do izpolnitve namena obdelave oziroma v okviru zastaralnih rokov za obveznosti, ki bi lahko izvirale iz obdelave teh osebnih podatkov. V primerih, ko je rok hrambe osebnih podatkov določen z zakonom, Petrol te osebne podatke hrani v skladu z zakonsko zapovedjo. Osebni podatki, ki so pridobljeni na podlagi soglasij, pa se hranijo do preklica.

Več o obdelavi osebnih podatkov s strani Petrola najdete v Politiki zasebnosti Petrol d.d., Ljubljana, objavljeni na spletni strani www.petrol.si/gdpr/politika-zasebnosti.

10. OBVEZNOSTI UPORABNIKA

Uporabnik aplikacije OneCharge se obvezuje, da slednje ne bo uporabljal za nezakonite ali splošnim pogojem nasprotujoče namene. Aplikacije OneCharge ni dovoljeno uporabljati na način, ki bi lahko poškodoval, onemogočil, preobremenil ali škodil delovanju aplikacije OneCharge ali družbi Petrol.

Pri posredovanju kakršnih koli povratnih informacij in predlogov v zvezi z aplikacijo OneCharge družbi Petrol uporabnik jamči, da je imetnik ustreznih pravic oz. dovoljenj, na osnovi katerih lahko pravno veljavno razpolaga z oddanim materialom in/ali drugimi informacijami.

V primeru nepooblaščenega uporabe uporabniškega imena ali gesla je uporabnik dolžan obvestiti Petrol na elektronski naslov podpora.strankam@petrol.si. Petrol ima pravico, da v primeru nedovoljene uporabe in/ali kakršnihkoli drugih zlorab pri dostopu oz. uporabi aplikacije s strani uporabnikov ali katerekoli drugih oseb in/ali v primeru suma zlorabe gesla, izvede vse ukrepe in druga dejanja, ki jih v skladu s svojo lastno poslovno presojo šteje za potrebne zaradi varstva svojih pravic in interesov in/ali zaradi varstva pravic in interesov kupcev in/ali uporabnikov in/ali zaradi varstva pravic in interesov katerih koli drugih oseb (zlasti, vendar ne izključno: preprečitev dostopa do aplikacije OneCharge).

11. PRAVICE INTELEKTUALNE LASTNINE

Vsi podatki, podobe ter druge informacije na aplikaciji OneCharge so predmet avtorske zaščite ali druge zaščite industrijske zaščite, kot jo opredeljuje relevantno pravo, ki ureja varstvo avtorskih pravic in pravic industrijske lastnine.

Z dostopom do spletne aplikacije OneCharge ali s prenosom mobilne aplikacije OneCharge uporabnik pridobi neprenosljivo in neizključno pravico do uporabe spletne oz. mobilne aplikacije izključno na svojem pametnem telefonu ali (tabličnem) računalniku. Pravica do uporabe iz tega odstavka velja zgolj za nekomercialne namene. Petrol tako na uporabnika ne prenaša ostalih materialnih avtorskih pravic ali pravic industrijske lastnine, ravno tako pa mu ne daje pravice do uporabe blagovnih znamk, logotipov, celostne-grafične podobe, ki je v lasti oz. imetništvu Petrola. Uporabnik tako ne sme izdelovati kopij spletne ali mobilne aplikacije OneCharge, namestiti aplikacije na strežnik ali drugo platformo, dajati aplikacijo OneCharge v najem ali podeljevati podlicenc za njeno uporabo in predelati ali kako drugače posegati v delovanje aplikacije OneCharge.

12. PIŠKOTKI

Petrol kot upravljavec spletne aplikacije OneCharge uporablja za namene vzdrževanja uporabniške seje in varne prijave uporabnika sejne piškotke skladno z veljavno evropsko in nacionalno zakonodajo.

Seznam piškotkov, ki jih uporablja spletna aplikacija OneCharge ter več informacij glede piškotkov si lahko ogledate na povezavi www.petrol.si/piskotki.

13. PREHODNE IN KONČNE DOLOČBE

Vsakokrat veljavni splošni pogoji so objavljeni na spletni strani <https://www.petrol.si>. Enako velja za morebitne spremembe in dopolnitve veljavnih splošnih pogojev, nastale zaradi spremenjene poslovne politike Petrola, veljavne zakonodaje ali odločitev pristojnih državnih organov.

Spremembe splošnih pogojev in druge spremembe objavljene v skladu s tem členom začnejo veljati z dnevom objave.

Drugi odstavek tega člena se ne uporablja za spremembe in dopolnitve splošnih pogojev, ki ne posegajo v pravice in/ali obveznosti uporabnikov (npr. tipkarske napake, očitne pomote v besedilu), slednje lahko Petrol kadarkoli odpravi brez predhodnega obveščanja uporabnikov.

Šteje se, da je bil uporabnik o spremembi oz. dopolnitvi, obveščen z dnem objave novih oz. spremenjenih ali dopolnjenih splošnih pogojev na spletni strani Petrola iz tega člena.

V kolikor se uporabnik s spremenjenimi ali dopolnjenimi splošnimi pogoji ne bi strinjal, mora prenehati uporabljati aplikacijo OneCharge, mobilno aplikacijo pa izbrisati iz svojega mobilnega telefona in/ali tabličnega računalnika.

Morebitne spore, bosta Petrol in uporabnik reševala sporazumno, v primeru neuspeha pa pred stvarno pristojnim sodiščem v Ljubljani.

Ti splošni pogoji pričnejo veljati z dnevom objave na spletni strani www.petrol.si.

PETROL d.d., Ljubljana, 24.11. 2020

General Terms of Use for the OneCharge Web and Mobile Application

1. INTRODUCTORY PROVISIONS

With these General Terms of Use for the OneCharge Web and Mobile Application (hereinafter: the General Terms), Petrol determines the obligations, rights and terms of use for the OneCharge Application.

These General Terms apply to the use of both the Web Application and the OneCharge Mobile Application, unless otherwise stated in the text of individual articles.

These General Terms apply to any upgrades and/or new versions and/or any other changes to the OneCharge Application.

The contents concerning the use of the Petrol Club Payment Card are governed by the respective General Terms, which supplement these General Terms.

2. DEFINITIONS

The individual terms used in these General Terms have the following meanings:

Petrol - PETROL d.d., Ljubljana, Dunajska cesta 50, 1000 Ljubljana, registration number 5025796000 and/or its parent, subsidiary or other affiliated companies,

OneCharge Application – OneCharge Web or Mobile Application.

Registration means only the first entry in the database, where the User enters the required information according to the type of registration, gives consent to these General Terms and the related processing of personal data and subsequently confirms the e-mail address used.

A short registration is by definition the same as registration, but the data entered from the database is deleted within 24 hours.

OneCharge Application Users can be adult consumers and consumers with full capacity to contract, i.e.

natural persons, in particular: Petrol Club Loyalty Payment Card holders and all other natural persons who register for the use of the OneCharge Application and anonymous users of the OneCharge Application.

An anonymous user of the OneCharge Application is a user who performs a short registration to use the Application and meets other conditions for use specified by the publisher.

Smartphone or Tablet for the purposes of these General Terms means a device that enables the installation and operation of advanced applications not normally supported by conventional phones. Smartphones or tablets provide more advanced Internet access, multitasking, connectivity and the ability to use advanced features.

The OneCharge Web Application is a web application that can be accessed via a web browser on a smartphone or tablet.

The OneCharge Mobile Application is a mobile application that the User installs on their smartphone or tablet.

Logging in means entering the OneCharge Application with the username and password provided during the registration process. Logging in means also that all the necessary information is already entered in the database, and that the User's e-mail address is already confirmed. For each further insight into the transactions, only an email address and password must be entered in the Application. The User can subsequently change the password.

Online or Mobile Stores are a digital application distribution method designed to provide or install software applications for Users and to allow mobile applications to be downloaded to smartphones.

The price list is a separate document in physical or electronic form that defines the prices of the charging service on the charging infrastructure set by Petrol and/or the prices related to the provision of this service and is published on the website, but can also be displayed in physical form on the charging infrastructure.

When using the OneCharge application, in particular the start and execution of charging, the User confirms that they are acquainted with and agree with the General Terms and Rules on the use of charging infrastructure and charging service published on www.petrol.si.

3. DOWNLOADING THE ONECHARGE APPLICATION

The User may download the OneCharge Application, depending on the existing smartphone, and availability through online or mobile app stores, always in the manner and under the conditions specified for the selected online mobile stores:

- Apple iOS: iTunes Store,
- Google Android: Play Store.

Using the Application is free of charge for the User, but the User is obliged to pay for the transfer of data, which is charged by the selected mobile operator through which the User connects to the World Wide Web according to its valid price list.

Data transfer via the mobile network, which is necessary for the operation of the Application, may be charged in mobile roaming according to tariff rates for the transfer of data in the foreign network in accordance with the valid price list of the mobile operator with which the User has a contract.

4. TECHNICAL REQUIREMENTS

Petrol recommends using the LTE, 3G or 2.5G network when downloading and using the Application. It is possible to download and use the OneCharge Application in 2G, however the background data between the Application and the back-end system is transferred more slowly, which can affect the responsiveness of the Application.

The OneCharge Mobile Application runs on the following operating systems: iOS (Apple) or Android (Google). Because of technical limitations of earlier versions of operating systems, certain applications are unavailable, functionalities malfunction or functionality rendering is impossible.

5. APPLICATION FUNCTIONALITIES

The functionalities of the OneCharge Application are divided into:

- basic and

- advanced.

Basic functionalities include, but are not limited to:

- display and search for charging stations using filters,
- display of information about the charging station and the availability of connectors,
- entering and scanning the code for a faster start of charging,

Advanced functionalities include, but are not limited to:

- entry of the means of payment and execution of charging.
- review of invoices and charging history on the charging infrastructure,
- adding and editing means of payment,
- saving application settings and charger search filters,
- earning loyalty points on the Petrol Club Loyalty Payment Card.

6. LOGIN AND REGISTRATION

No registration or login is required to use the basic functionalities of the OneCharge Application.

Registration and login are required to use advanced and user account-related functionalities. Upon registration, the User confirms that they have carefully read the applicable General Terms, that they agree with them and accept them in full.

Registration can be performed by the User in several ways allowed by the Application. Upon registration or later, the User can log in to the Application with their "My Petrol" account.

The required information is strictly necessary for the registration and communication in conducting business operations with the User and is marked with a message indicating that the field is mandatory. In the event that the User does not wish to provide any of the required information during the registration process, they will not be able to complete the registration process and as a result will not be able to use the OneCharge Application.

The User may cancel their registration on the OneCharge Web or Mobile Application by notifying the cancellation of their registration to the e-mail address: podpora.strankam@petrol.si or in writing to the address PETROL d.d., Ljubljana, Petrol Club, Dunajska 50, Ljubljana. After the final confirmation of cancellation of registration, the username will be deleted from the list of users of the OneCharge Application.

7. LIMITATION OF LIABILITY

Petrol assumes no liability, and gives no guarantees to the User for possible inactivity or inability to use the OneCharge Application but shall only endeavour to ensure smooth operation.

The OneCharge Application uses independent external services and applications to display certain functionalities. The use of these services is subject to the terms of use of the external service specified by the owner of the service or application, and Petrol assumes no liability in this regard and makes no warranties.

The OneCharge Application uses the following external services, but is not limited to: Google Maps Distance Matrix API, the Maps SDK for Android, the Maps Java Script API, the Places API, the Mobile Crash Reporting API and the Apple maps. Relevant General Terms of Google Inc. (available at: <https://www.google.com/intl/en/policies/terms/>, <https://www.google.com/policies/privacy/>) and Apple Inc. (available at: <https://www.apple.com/legal/internet-services/maps/terms-en.html>) apply and form an integral part of these General Terms in the part concerning the use of the given services. By using the OneCharge Application, Users are bound by the Google Inc and the Apple Inc. Terms of Service referred to in this paragraph. Petrol also has the right to use other similar services, and Users are always obliged to familiarise themselves with the terms of use of such services.

Petrol is not responsible for occasional inactivity of the OneCharge Application, possible inaccuracy of information and any damage and/or loss of income.

Petrol is not liable for any damage, e.g. arising from access to information, use of or inability to use information or any errors or deficiencies in their content. Petrol is not liable for any loss or damage that

may occur due to unauthorised use of the user account or password.

Petrol assumes no responsibility for errors in the content and accuracy of the published information that may have occurred due to time mismatches, typing errors or other unforeseen causes. Petrol is not responsible for the form and content of information obtained through non-Petrol web links.

Petrol is not responsible for any errors or damage resulting from the transmission of incorrect information and/or other activity of the User, e.g. when registering or logging in to the OneCharge Application.

Petrol also reserves the right to change, add or remove content posted to the OneCharge Application at any time, without prior notice. All Users make use of all published content at their own risk, including the need to properly protect data on their smartphone or tablet.

8. UPGRADES AND NEW VERSIONS OF THE PORTAL AND MY PETROL APPLICATION

Due to technical or functional upgrades of the OneCharge Application, Petrol reserves the right to publish a new version of the OneCharge Application. The User will be notified of a new version of the OneCharge Application, either via the Application itself or via the store from which the OneCharge Application was downloaded; or the Application will be updated automatically on the smartphone.

9. PROCESSING OF PERSONAL DATA

Petrol processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: the General Data Protection Regulation) and national rules on personal data protection.

Types of personal data, the basis and purpose of processing

To use the OneCharge Application, the User must provide Petrol with their personal information: first and last name, e-mail address, address of residence, including country and mobile phone number. The User can register as an anonymous user. In this case, the User only provides Petrol with an e-mail address.

Petrol will process the above information for:

- Contacting the User for the smooth use of the goods or services subject to these General Terms;
- Provision of goods or services subject to these General Terms and the conclusion of a contract with the User and optimising the offer;
- Complaint handling;
- The User's registration;
- The execution and review of payment transactions, any inconsistencies in the execution of payments and related abuse and other breaches of these General Terms.

Petrol will process this data for other purposes, provided that the User has given written consent for other such data processing purposes:

- For profiling Users to prepare personalised offers of goods and services through the use of email, SMS, MMS, telephone or traditional post;
- For direct marketing regarding the product and service range, sales, benefits and other changes or novelties;
- For conducting market research on the quality of products and services and the need for additional products or services.

When using the OneCharge Application for the charging service, Petrol processes data on purchased quantities, goods or services rendered, payment, time and place of purchase, means of payment and benefits obtained. In the event that the individual does not give the appropriate consent for such processing, Petrol processes this data anonymously or under pseudonymisation, for the purpose of analysing and examining shopping habits, to optimise the offer and costs and to increase customer satisfaction.

Data changes

If personal data changes, the User must notify Petrol of the change within 30 days, in writing to the following address: podpora.strankam@petrol.si, via the User's request in the OneCharge Application or in writing to: Petrol, Slovenska energetska družba d.d., Dunajska cesta 50, Ljubljana.

Petrol shall take into account the change in the information provided by ordinary post within 30 days from the date of the written notification and in the case of a change of information through the OneCharge Application, immediately.

Rights of the User

The User may, at any time, request confirmation that Petrol processes their personal data and the disclosure of such personal data; They shall also have the right to receive such personal data and the right to transmit that data to another controller. The User may request the restriction of the processing of personal data, object to the processing of personal data, withdraw the consent given for various purposes of processing and request rectification, to have incomplete personal data completed or erasure of personal data. They may exercise all of these rights under the conditions and to the extent set out in Articles 15 to 22 of the General Data Protection Regulation.

Notwithstanding the exercise of the rights referred to in the preceding paragraph, personal data may be processed in the context of any other consent given and, if there is another legal basis for processing in accordance with Article 6 of the General Data Protection Regulation, within that basis.

The request for enforcement of the rights referred to in the first paragraph of this item may be fulfilled by the User by a written request sent to the address Petrol d.d., Ljubljana, Dunajska cesta 50, 1000 Ljubljana, for the attention of the DPO.

In the event of the exercise of the User's rights regarding the objection to the processing of the data, the withdrawal of consent or the request to limit the processing or erasure of personal data, which result in the prevention of notification to the User, Petrol shall prevent the notification within 15 days from the receipt of the objection or change of the User's settings; If the notification campaign was prepared before the objection was processed or the settings changed, it is possible that the User will still receive one last notification. Petrol shall ensure the exercise of other rights within the time limits required by the applicable personal data protection legislation.

Users of personal data

Petrol treats personal information with special care and prevents unauthorised access. In some cases, due to individual instances of processing not performed by PETROL individually, the User's personal data may be provided to contractors - external processors who process the data in the name, on behalf, under the instructions or under the control of PETROL (distribution partners, advertising agencies, printing companies, software owners, etc.); these are listed in more detail in the list on the website www.petrol.si/gdpr/obdelovalci-podatkov.

In addition to external processors, Petrol also provides the User's personal data to state authorities, on the basis of their reasoned written request, for the purpose of conducting a specific procedure and in cases of the request or written authorisation of the User.

Retention period for personal data

Petrol processes personal data until the purpose of the processing is fulfilled or within the limitation period for obligations that might arise from the processing of this personal data. In cases where the retention period for personal data is provided by law, Petrol retains that personal information in accordance with the law. However, personal data obtained through consent shall be kept until such consent is withdrawn.

More about the processing of personal data by PETROL can be found in the Petrol d.d. Privacy Policy, published on the website www.petrol.si/gdpr/politika-zasebnosti.

10. OBLIGATIONS OF THE USER

The User of the OneCharge Application agrees not to use the latter for unlawful purposes or purposes contrary to these General Terms. The OneCharge Application may not be used in any way that could damage, disable, overburden or harm the OneCharge Application or Petrol.

By providing any feedback and suggestions regarding the OneCharge Application to Petrol, the User warrants that they are the holder of the relevant rights or permissions, on the basis of which they may legally possess the material provided and/or other information.

In case of unauthorised use of the username or password, the User is obliged to notify Petrol thereof at podpora.strankam@petrol.si. In the event of unauthorised use and/or any other misuse of access or use of the Application by Users or third parties, and/or in case of suspected misuse of the password, Petrol has the right to take all actions and other measures it considers necessary within its own business judgment to protect its rights and interests, and/or to protect the rights and interests of customers and/or Users and/or to protect the rights and interests of any other person (in particular, but not exclusively preventing access to the OneCharge Application, etc.).

11. INTELLECTUAL PROPERTY RIGHTS

All data, images and other information on the OneCharge Application are subject to copyright and other industrial protection rights as defined by the relevant law governing the protection of copyright and industrial property rights.

By accessing the OneCharge Web Application or by downloading the OneCharge Mobile Application, the User acquires a non-transferable and non-exclusive right to use the Application, solely on their smartphone or tablet. The right of use referred to in this paragraph shall apply for non-commercial purposes only. Thus, Petrol does not transfer to the User any other material copyrights or industrial property rights, nor does it grant them the right to use any trademarks, logos or corporate identity owned or held by Petrol. The User, for example, may not make copies of the Web or Mobile OneCharge Application, install the Application on a server or other platform, lease or sub-license the OneCharge Application for its use or modify or otherwise interfere with the operation of the OneCharge Application.

12. COOKIES

As the operator of the OneCharge Web Application, Petrol uses session cookies in accordance with the applicable European and national legislation for the purposes of maintaining a user session and secure user login.

The list of cookies used by the OneCharge Web Application and more information about cookies can be found at www.petrol.si/piskotki.

13. TRANSITIONAL AND FINAL PROVISIONS

The applicable General Terms are published on the following website: <https://www.petrol.si>. The same shall apply to any amendments to the applicable General Terms resulting from an amended business policy of Petrol or applicable law or decisions of the competent national authorities.

Amendments to these General Terms and other changes published in accordance with this Article shall enter into force on the day of publication.

The second paragraph of this Article shall not apply to amendments of these General Terms that do not interfere with the rights and/or obligations of the Users (e.g. typos, obvious errors in the text); the latter may be eliminated by Petrol at any time, without prior notice to the Users.

It is considered that the User has been informed about the amendment as of the date of publication of the new or amended General Terms on the Petrol website.

If the User does not agree with the amended or supplemented General Terms, the User must stop using the OneCharge Application and delete the Mobile Application from their mobile phone and/or tablet.

Possible disputes shall be settled by Petrol and the User amicably. If this is not possible, the court of competent jurisdiction shall settle the dispute.

These General Terms shall enter into force on the day of publication on the website www.petrol.si.

PETROL d.d., Ljubljana, 24th of November 2020