

## **GENERAL TERMS AND CONDITIONS OF USE OF THE SŽ - POTNIŠKI PROMET, D.O.O. ONLINE SHOP AND THE »GREM Z VLAKOM« MOBILE APP**

### **1. GENERAL PROVISIONS**

#### **I.**

The General Terms and Conditions for the use of the SŽ-Potniški promet, d.o.o. online shop and the »Grem z vlakom« mobile app (hereinafter referred to as the General Terms and Conditions) govern the sale of tickets and other services of the SŽ-Potniški promet, d.o.o. online shop and the use of the »Grem z vlakom« mobile app, as well as the rights and obligations of the provider and the users or their business relationship.

The Provider under these General Terms and Conditions is SŽ-Potniški promet, d.o.o.<sup>1</sup> (hereinafter referred to as SŽ-PP), which operates the online shop and the mobile app for ticket sales, and the User is the ticket purchaser or other user of the online shop or the mobile app.

The General Terms and Conditions apply to the sale of all tickets and the provision of other services offered by SŽ-PP in the online shop via the Slovenian Railways website (<https://eshop.sz.si/>) or via the mobile app loaded on users' smartphones and tablets.

#### **II.**

These General Terms and Conditions constitute a contract in accordance with the applicable regulations in the Republic of Slovenia and other regulations binding on the Republic of Slovenia.

The document which prescribes the basic services and prices of passenger transport services is the Passenger Tariff (hereinafter referred to as the PT), which consists of:

Part I – Conditions of Carriage – ST 700.01

Part II – Tickets, discounts and benefits – ST 700.02

Part III – Station Directory and Fare scales for the carriage of passengers by rail – ST 700.03

Part IV – Price list – ST 700.04

PT applies to scheduled passenger services.

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<sup>1</sup> Details of the Provider:

SŽ - Potniški promet, d. o. o., Kolodvorska 11, 1000 Ljubljana

Telephone number: 080 8111

E-mail: [potnik.info@slo-zeleznice.si](mailto:potnik.info@slo-zeleznice.si)

IBAN SI56 0292 3025 9545 659

Registration number: 6017274000

VAT ID: SI 89393686



### III.

The General Terms and Conditions are binding and must be published on the SŽ-PP website before they enter into force, so that they can be accessed by customers and other users. The user and the provider shall be bound by the General Terms and Conditions in force at the time of placing an online order or purchasing a ticket.

By confirming an order or purchasing a ticket in the online shop or mobile app, the user shall be deemed to have acknowledged the General Terms and Conditions, the SŽ-PP Privacy Policy and the [SŽ-PP Legal Notice](#).

### IV.

The rights and obligations and legal relations between SŽ-PP and users not expressly provided for in these General Terms and Conditions shall be governed by the relevant provisions of laws, other regulations and general acts<sup>2</sup>, as well as by commercial practices.

## 2. ACCESSIBILITY OF INFORMATION

### 2.1 ONLINE SHOP

The user accesses the online shop via the link <https://eshop.sz.si/> on the website of Slovenian Railways (hereinafter: SŽ) [www.slo-zeleznice.si](http://www.slo-zeleznice.si), which is publicly accessible and intended for use and information of the general public, but also allows the use of other functionalities. When you visit the website, the server automatically retrieves the following device and other log data:

- IP address,
- the URL of the web page from which the user accesses the SŽ website,
- browser settings and information about the operating system of the computer or mobile device,
- the content accessed by the user on the SŽ-PP website or apps,
- the date of access and the duration of the visit to the SŽ-PP website or apps.

The meaning and use of "Cookies" on websites, mobile apps, web apps and other digital platforms is explained in more detail in the [Cookie Notice](#) published on the SŽ-PP website.

### 2.2 »GREM Z VLAKOM« MOBILE APP

The user may download the »Grem z vlakom« mobile app to a smartphone or tablet via the online or mobile app stores, always in the manner and subject to the terms and conditions set out for the selected online mobile stores:

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

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<sup>2</sup> These General Terms and Conditions are adopted in accordance with the Code of Obligations (CC), the Act on Electronic Commerce on the Market (ZEPT), the Consumer Protection Act (ZVPot) and the Personal Data Protection Act (ZVOP-1). The following regulations and general acts apply to the carriage of passengers and luggage on SŽ lines: the Railway Transport Act (Zzelp), the Railway Transport Contracts Act (ZPPŽP), the Rules of Procedure for the Internal Order on Railways, Regulation (EC) No 1371/2007 of the European Parliament and of the Council on rail passengers' rights and obligations, Regulation implementing Regulation (EC) on rail passengers' rights and obligations, General Conditions of Carriage of Passengers by Rail (GCC-CIV/PRR).



The use of the app is free of charge for the user, but the user is obliged to pay for the data transfer, which is charged by the selected operator according to the applicable price list. The download and use of part of the app is also possible abroad (roaming), provided the network is suitable, but the download and use of the app is subject to a charge for the data abroad, at the current price list of the selected operator for data abroad.

### **3. USE OF THE ONLINE SHOP AND MOBILE APP**

#### **3.1 SERVICE OFFER**

SŽ-PP provides and organises various passenger rail transport services in Slovenia and abroad.

The basic services are listed on the SŽ-PP website.

The company also organises a number of time-specific and occasional services, which are published on the Slovenian Railways - Passenger Transport website.

The website also lists various services offered independently as a trip tip or as a service in cooperation with partner companies on the Trips - Slovenian Railways website.

Passengers must ensure they have an appropriate ticket before boarding the train.

The Provider shall not be liable for any failure of online sales or sales via the mobile app where such failure is caused by user ignorance, misuse of online sales, network or power failure or other technical malfunctions. In such a case, the passenger will be treated as a passenger without a ticket (subject to a surcharge in accordance with the PT).

The purchase of tickets on board the train is subject to special conditions and may involve an additional surcharge.

It is also the passenger's responsibility to check the contents of the ticket before purchasing or confirming the purchase of the ticket, including information on the boarding and alighting stations and the suitability of the journey, in particular the times, the travel time and the time for changing trains at each station (in the case of transfers).

#### **3.2 PURCHASE IN THE ONLINE SHOP**

The SŽ-PP online shop enables the purchase of:

- one-way and return non-nominative tickets for adults and children under 6 and children aged 6 to 12, as well as Tourist Weekend tickets for all train types;
- flat-rate IZLETka tickets and monthly, semi-annual and annual flat-rate tickets for all routes on the SŽ network;
- weekly, monthly, semi-annual and annual route-specific tickets; and
- IJPP<sup>3</sup> tickets.

The online shop app is divided into 4 sections (tabs), which differ according to the type of ticket on which the purchase or use process depends:

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<sup>3</sup> IJPP tickets are integrated public passenger transport tickets that can be used for all types of public transport.



- The "Single" tab allows the purchase of one-way, return and Tourist weekend tickets. After successful payment, the user receives a purchase receipt, which is used to collect the ticket from the conductor at the mobile terminal on board the train.
- The "Term/Flat-rate" tab allows the purchase of a flat-rate ticket and a City Day Ticket. After successful payment, the passenger receives a receipt, which is not a ticket. On the basis of this receipt, the passenger can collect the ticket from the conductor – on board the train at the mobile terminal.
- The "IJPP on a card" tab allows the purchase of IJPP products on a contactless card. The app allows the purchase of subsidised and unsubsidised tickets. In case of purchase of a subsidised ticket, authorisation with SI-PASS is required. After successful payment, the passenger receives an invoice, while the ticket is uploaded to the contactless card via a payment slip within 2 hours of the purchase at the latest.
- The "SZ on a card" tab allows the purchase of SŽ's route-specific season and flat-rate products (weekly, monthly, semi-annual and annual tickets). After successful purchase, the user receives an invoice. The ticket is transferred to the contactless card no later than 2 hours after the purchase is made.

Before purchasing or confirming the purchase of a ticket, the user must carefully check the contents of the ticket himself.

The online purchase of a season ticket will be recorded on the contactless ticket card at the first validation after a maximum of 2 hours, so the user must purchase the season ticket in due course before the journey.

The procedure for purchasing a ticket in the online shop is available for users to watch in a [video](#) or in the [instructions](#) on the SŽ website.

### 3.3 PURCHASE IN THE »GREM Z VLAKOM« APP

The »Grem z vlakom« mobile app enables the purchase of:

- one-way and return non-nominative tickets for adults and children under 6 and children aged 6 to 12, as well as Tourist Weekend tickets for all types of trains;
- flat-rate IZLETKa tickets and monthly, semi-annual and annual flat-rate tickets for all routes on the SŽ network; and
- weekly, monthly, semi-annual and annual season tickets.

The »Grem z vlakom« mobile app also offers the following services:

- timetable and fare information for the selected route;
- information on delays and traffic emergencies (maintenance works, rail replacement services);
- setting of favourite travel routes; and
- other services in accordance with the terms of use of each service.

Before purchasing or confirming the purchase of a ticket, the user must check the content of the ticket carefully.

A ticket purchased via the mobile app is saved on your mobile phone in the »My tickets« tab of the »Grem z vlakom« app, in one of two tabs, depending on the type of ticket:

- The »Mobile App« tab allows the purchase of tickets for which the passenger receives an Aztec code after purchase, which is validated on board the trains. After purchasing these tickets, the



user always receives an Aztec code and a ticket ID which allows validation on board the train. The Aztec code is only displayed on the day the ticket is valid.

- The »Contactless card« tab allows the purchase of SŽ's route-specific and flat-rate products (weekly, monthly, semi-annual and annual tickets) using a contactless card. The ticket is transferred to the card via an execution list within a maximum of 2 hours.

Users can view the process of buying a ticket in the mobile app in a [video](#) on the SŽ website or in the [instructions](#).

A customer who has purchased a ticket via the online shop or the mobile app must have a valid ticket when boarding the train, otherwise he/she will be considered a passenger without a ticket.

## 4 PRICES

Ticket prices are published in the timetable finder on the Slovenian Railways - Passenger Transport (sz.si) website.

The fares are in accordance with the SŽ-PP Passenger Tariff. They become valid after approval or consent is obtained from the Ministry of Infrastructure.

All ticket prices displayed in the online shop and mobile app are in euros and include value added tax (VAT).

Tickets are issued at the price valid on the day of purchase.

## 5 PAYMENT METHODS

Payment can be made by:

- Maestro, Mastercard, Visa and Diners Club debit or credit cards <sup>4</sup>
- VALU.

The use of VALU as a payment method via the VALU app or VALU Moneta (for non-registered VALU users) is available to users of services provided by Telekom Slovenije and A1. After making an online or mobile purchase with the VALU payment method, the process of obtaining a ticket is initiated on a computer or mobile terminal. After purchasing the ticket, the user receives an e-mail notification of the purchase.

SŽ-PP reserves the right to refuse the purchase if the user is not entitled to a specific ticket, if the IJPP card he/she wishes to top up is cancelled or permanently inactive, withdrawn or blocked.

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<sup>4</sup> Payment by bank debit or credit cards is completely secure during the purchase process via the online shop or mobile app and is equipped with the advanced MasterCard SecureCode and Verified by Visa systems.



## 6 RIGHT OF WITHDRAWAL

### 6.1 CANCELLING A TICKET ORDER/PURCHASE

Online and mobile ticket purchases can be cancelled at no extra cost until payment is confirmed. All other provisions relating to cancellation or cancellation of the journey are defined in the SŽ-PP Passenger Tariff.

### 6.2 COMPLAINTS WHEN BUYING TICKETS ONLINE OR VIA THE MOBILE APP

In accordance with the Passenger Tariff ST 700.01, the procedure for making a claim for tickets purchased online or via the mobile app can be carried out at the Slovenian Railways sales outlets published on the SŽ website ([www.slo-zeleznice.si](http://www.slo-zeleznice.si)). At the ticket office, the user submits a printed confirmation of purchase of the ticket via the mobile app and a completed Fare Refund Request form (available at SŽ ticket offices and on the SŽ-PP website). The complaint can also be submitted by post or e-mail (address: Pritožbe in pohvale, SŽ-Potniški promet, Kolodvorska 11, 1000 Ljubljana, or e-mail: [pritozbe.pohvale@slo-zeleznice.si](mailto:pritozbe.pohvale@slo-zeleznice.si)).

The refund of the fare is defined in the Conditions of Carriage of the Passenger Tariff ST 700.01, which is published on the SŽ website. Refunds are not possible for tickets purchased online or via the mobile app, the only exception being the refund of partially unused semi-annual and annual tickets. Refunds are made at one of the Slovenian Railways sales outlets.

Refunds of subsidised IJPP tickets are subject to the rules set out in the Rules on the implementation of subsidised transport, published on the [Passenger Transport Subsidy Portal](#).

Similarly, tickets purchased under special promotional offers (irrespective of the place of purchase) cannot be refunded or exchanged.

In the event of a complaint or claim, please provide as much precise information as possible about the cause:

- date and time of purchase of the ticket,
- the route of travel,
- the type of ticket,
- the date of the desired journey,
- method of payment, etc.

Any complaints, comments, suggestions and compliments can be made on the **toll-free telephone number 080 19 10** (weekdays, Monday to Friday, **8 a.m. to 3 p.m.**) and by e-mail to [pritozbe.pohvale@slo-zeleznice.si](mailto:pritozbe.pohvale@slo-zeleznice.si).

## 7 PROTECTION OF INFORMATION PRIVACY

### 7.1 PERSONAL DATA PROTECTION

As a provider, SŽ-PP ensures the information privacy of users and therefore handles or processes their personal data responsibly, carefully and in accordance with the applicable regulations and the company's internal acts and the Privacy Policy.

In the event that an individual consents to the processing of personal data for one or more purposes, he/she has the right to withdraw his/her consent at any time. Upon receipt of the withdrawal of consent for one or more of the purposes of processing, the controller will immediately cease to process that



personal data for that purpose. The withdrawal of consent to the processing of personal data shall not affect the lawfulness of the processing of personal data relating to the data subject until the withdrawal.

The data subject may exercise his or her rights to rectification and erasure or restriction of processing, objection, revocation and portability of personal data by submitting a written request (which should include a completed relevant form published on the SŽ website) to a SŽ-PP ticket office. The company shall decide on your request within one month of receipt of a complete request, which may be extended by up to two additional months if necessary.

The rules governing information privacy on the basis of binding regulations and general acts are set out in the SŽ-PP Privacy Policy, which is published on the SŽ-PP – Slovenian Railways website (sz.si).

## 7.2 TECHNICAL SAFETY

SŽ-PP guarantees that every online purchase or ticket purchase via the mobile app is completely secure.

All confidential data transmitted online (personal data, purchase data and payment card numbers) must be properly encrypted so that its content is inaccessible to third parties. Online sales use mechanisms used by banks, financial institutions and the best online retailers to maximise the security of the transfer. All communication between the web browser and the website is done via the HTTPS protocol, so that all data is properly encrypted - signed with the website's certificate. Authorisation and payment card transactions are carried out via the bank's authorisation centre, with which SŽ-PP has a contract for payment card payments. Card authorisations are carried out in real time with instant verification of the data in the banking system.

When using the online shop and the mobile app to purchase tickets, the third-party system (i.e. online and mobile payment service providers) is used for payments by bank cards and VALU.

In order to use these systems, users must provide the provider with their name, surname, address and telephone number. The security of this data is the responsibility of the third parties (Bankart, d.o.o. is the provider of the bank payment service; Telekom Slovenije, d.d. is the provider of the VALU service).

## 7.3 CONTACT PERSON OF SŽ FOR INFORMATION ON PERSONAL DATA PROTECTION

Users may address any questions regarding the protection and safeguarding of personal data, as well as comments, remarks and requests for assistance regarding the exercise of the user's rights related to the processing of personal data, to the Data Protection Officer of the Slovenian Railways Group, who can be contacted at the following address: Slovenian Railways, d.o.o., Kolodvorska 11, 1506 Ljubljana, with the reference "for the Data Protection Officer" or at the following e-mail address: [dpo@slo-zeleznice.si](mailto:dpo@slo-zeleznice.si).

# 8 COMMUNICATION WITH USERS

Information on train timetables, domestic and international transport options, promotions, fares, and other offers is available free of charge to all callers:

<b>Toll-free number</b>	<b><u>080 81 11</u></b>
<b>Calls from abroad</b>	<b><u>+386 1 29 13 331</u></b>
<b>Assistance for people with reduced mobility</b>	<b><u>+386 1 29 13 391</u></b>
<b>E-mail</b>	<b><u><a href="mailto:potnik.info@slo-zeleznice.si">potnik.info@slo-zeleznice.si</a></u></b>



Compliments, complaints and suggestions about our services:

**Toll-free number**

**080 19 10**

**E-mail**

**[pritozbe.pohvale@slo-zeleznice.si](mailto:pritozbe.pohvale@slo-zeleznice.si)**

For assistance with route planning and purchases in person or remotely, passengers can also contact our sales staff. The list and opening hours of sales outlets are published on the [Ticket Sales Outlets - Slovenian Railways website](#).

For special service orders and marketing activities, we have several contact points, which can be found on our [Contacts - Slovenian Railways webpage](#).

On the [Online Customer Satisfaction Survey webpage](#), users can also submit their opinion and satisfaction in a broader survey.

## **9 PUBLICATION COPYRIGHT**

All information and images on the website or mobile app are subject to copyright and other forms of intellectual property protection. They may be reproduced for non-commercial purposes only and any copyright or other proprietary notices indicated must be retained. Slovenian Railways must be acknowledged as the source on any reproduction (copying, reproduction, publication, transmission). All rights reserved. All text, images, graphics, sound files, animations, videos and their derivatives on this site are subject to copyright and other intellectual property protection. These items may not be copied for commercial use or distribution, nor may they be modified or republished on other sites. This website may also contain images for which the provider has obtained the right to use, but which are protected by third-party copyright. Under no circumstances is SŽ-PP responsible for any links that are not part of this website or any other websites that are or are not linked to this website.

## **10 LIMITATION OF LIABILITY OF THE SUPPLIER**

Online or mobile sales are available every day (all days of the week), 24 hours a day. The Provider shall have the right to restrict or suspend online sales for a limited or indefinite period of time in the event of urgent or unavoidable technical reasons which make online sales impossible.

The Provider shall not be liable for the non-operation of online sales or sales via the mobile app where such non-operation is caused by the User's ignorance, misuse of online sales by the User or third parties, network failure, power failure or other technical malfunctions which may temporarily or for a prolonged period of time interfere with or interrupt the use of online sales.

In the event of a malfunction of online sales or sales via the mobile app, the user may purchase the ticket at the sales outlets of Slovenian Railways. If the purchase of a ticket is not possible at a particular station or stop or if the passenger does not purchase a ticket, the ticket will be issued by the train attendants on board the train (according to the terms and conditions set out by the PT).





## **11 DISPUTE SETTLEMENT**

SŽ-PP and the User, as the contracting parties, will endeavour to resolve any disagreements amicably. If this is not possible, a court with material jurisdiction in Ljubljana shall resolve any disputes between the parties.

## **12 AMENDMENTS AND SUPPLEMENTS TO THE GENERAL TERMS AND CONDITIONS**

SŽ-PP has the right to amend or supplement these General Conditions at any time, if necessary.

Amendments and supplements to the General Terms and Conditions must be published on the website [www.slo-zeleznice.si](http://www.slo-zeleznice.si) (General Terms and Conditions tab) and shall enter into force on the day following their publication.

## **13 FINAL PROVISION**

These General Terms and Conditions shall enter into force on the day following their publication on [www.slo-zeleznice.si](http://www.slo-zeleznice.si).

Ljubljana, 10 February 2022