



Validity: as of 20 April 2017

**A1 Slovenija, telekomunikacijske storitve, d. d.**  
**ŠMARTINSKA CESTA 134 B SI-1000 LJUBLJANA**

## **Special Terms and Conditions for Providing Prepaid Services**

A1 Slovenija, telekomunikacijske storitve, d. d., Šmartinska cesta 134B, SI-1000 Ljubljana (hereinafter: **A1**), is a company which in the scope of its activities also provides prepaid services – in accordance with its **General Terms and Conditions for Providing Electronic Communication Services for Consumers** or in accordance with its **General Terms and Conditions for Providing Electronic Communications to Companies and Sole Proprietors, Special Terms and Conditions for mobile services** and **Special Terms and Conditions for Providing Prepaid Services** and the regulation in force.

The content of A1's Special Terms and Conditions for Providing Prepaid Services is as follows:

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#### **I. Definitions**

1. The terms used in the **Special Terms and Conditions for Providing Prepaid Services** (as defined below) have the following meanings:

**Prepaid SIM Card:** is a SIM card which makes it possible for a Prepaid Customer to activate their prepaid account by connecting to A1's network.

**Special Terms and Conditions for Providing Prepaid Services:** are these A1's Special Terms and Conditions for Providing Prepaid Services, namely in the sense of: (i) A1's General Terms and Conditions for Providing Electronic Communication Services to Consumers – if the Prepaid Customer is a consumer, or (ii) A1's General Terms and Conditions for Providing Electronic Communication Services to Companies and Sole Proprietors – if the Prepaid Customer is a company or a sole proprietor, and (iii) Special Terms and Conditions for Mobile Services, and constitute their integral part.

**PUK Code:** is a special number for identifying the Prepaid Customer upon connecting to A1's network, and the customer receives it upon purchasing the Prepaid Package. After 10 false PUK code entries the Prepaid SIM Card is destroyed, and A1 will not replace it with a new one. A1 will not replace a PUK Code that the customer loses (or forgets) with a new one.

**Credit:** is the amount of money on a prepaid account, which the Prepaid Customer obtains by paying funds in one of the ways for which A1 provides.

**Roaming:** means the use of mobile public communication services and other services of individual providers of these services (i.e. roaming partners with which A1 Slovenija, d. d. has concluded appropriate agreements for providing these services) by A1's customers.

**Top Up Voucher:** is an A1 voucher or another type of voucher that the Prepaid Customer can use to add funds to a prepaid account in the amount defined on the Top Up Voucher. A1 ensures the validity of only those Top Up Vouchers which were bought in original packaging or other format, or in another way that A1 defines (e.g.: as an electronic code format), and from authorized retailers of Top Up Vouchers. Instructions for paying with a Top Up Voucher are a part of the Prepaid Package.

**Prepaid Agreement:** is the agreement between the Prepaid Customer and A1 according to which A1 conducts services for the customer in a prepaid manner.

**Prepaid Relationship:** is the relationship between the Prepaid Customer and A1 in accordance with the Prepaid Agreement.

**Prepaid Package:** is a package of equipment and other items required for using prepaid services. The Prepaid Package can be: (i) a SIM Package which includes (unless stated differently on the package itself): a PUK Code, a Prepaid SIM Card, and Instructions for Use, or (ii) a Prepaid Package with a Phone, which includes everything in the SIM Package, as well as (unless stated differently on the package itself): a phone, a phone charger, and Instructions for Using the Phone. The Prepaid Customer must adhere to all the instructions received in the Prepaid Package.

**Prepaid Customer:** can be (i) a natural person, i.e. a consumer, or (ii) a company or a sole proprietor.

**Prepaid Account:** is an account into which the Prepaid Customer can add funds, and from which the prepaid services rendered are paid.

**Prepaid Service:** is an Electronic Communication Service provided by A1 at the prepaid principle and in accordance with the Prepaid Agreement.

**Mobile Phone:** is a mobile phone device that can be classified among Terminal Equipment.

**Phone Number:** is a number that the Prepaid Customer uses in the scope of conducting prepaid services in accordance with the Prepaid Agreement.

**General Terms and Conditions and Special Terms and Conditions:** in the sense of Special Terms and Conditions for Providing Prepaid Services are: (i) A1's General Terms and Conditions for Providing Electronic Communication Services to Consumers – if the prepaid customer is a consumer, or (ii) A1's General Terms and Conditions for Providing Electronic Communication Services to Companies and Sole Proprietors – if the prepaid customer is a company or a sole proprietor and (iii) Special Terms and Conditions for Mobile Services.

## **II. General on Relationships with Prepaid Customers**

2. Special Terms and Conditions for Providing Prepaid Services, types and content of prepaid services, and other publicly accessible data required for informing prepaid customers about prepaid services, are available at A1's website A1.si.

3. All communication between the Prepaid Customer and A1 regarding the prepaid services, including any Objections, and in connection with potential loss, theft or destruction of the Prepaid SIM Card may be conducted: (i) in writing, to the address: A1 Slovenija, telekomunikacijske storitve, d. d., Šmartinska cesta 134b, 1000 Ljubljana, or (ii) by e-mail to info@A1.si, or (iii) by phone to the phone number: 040 40 40 40.

## **III. General Information on Prepaid Services**

4. A1 provides prepaid services in the scope of its current range of prepaid services, in accordance with the Prepaid Agreement, and regulation in force.

5. Compared to other Electronic Communication Services A1 offers, Prepaid Services may have some technical limitations (e.g.: in data transfer speeds, etc.).

6. A1 sets the terms and conditions for the use of, access to, performance, and the quality of prepaid services. Unless A1 determines otherwise, A1 provides the following method of Roaming to Prepaid Customers: Camel – as outlined on A1's website A1.si.

## **IV. Providing Prepaid Services**

7. A Prepaid Agreement between a Prepaid Customer and A1 is deemed concluded and in effect, binding both the Prepaid Customer and A1 when: (i) the Prepaid Customer first activates the Prepaid SIM Card. It is considered that before such conclusion of a Prepaid Agreement the Prepaid Customer has been notified of the General Terms and Conditions, Special Terms and Conditions for Providing Prepaid Services, and everything that is included in the Prepaid Package selected (including all the instructions), while the conclusion of the Prepaid Agreement means that they agree with and accept them.

8. The method of use of the Top Up Voucher, including the method of adding funds to the prepaid account, is described on the Top Up Voucher and in the Instructions for Use which are an integral part of the Prepaid Package. Following 5 incorrect entries of the hidden number on the Top Up Voucher for the payment of funds in the amount defined by the Top Up Voucher, the payments into the Prepaid Account are temporarily disabled, and the Prepaid Customer must

consult with A1 by phone at 040 40 40 40 regarding any further payments to the Prepaid Account.

9. The list of numbers called is not available in hard copy for Prepaid Customers. A partial overview of prepaid services conducted is possible on the online portal Moj A1.

10. The Top Up Voucher is valid until the date indicated. In the event the Top Up Voucher's validity is expired, the addition of funds as defined on this Top Up Voucher or replacing such a Top Up Voucher with a new one is not possible.

11. In the event of the loss, theft, or destruction of the SIM card the customer is obligated to immediately report such a fact in writing or using another reliable method which makes it impossible to abuse or falsify messages to A1 Slovenija, d. d., which is then obliged as soon as possible to block further use of the SIM card in A1's electronic communication network (by disconnecting the user from its own network). In the event of loss, theft, destruction of a Prepaid SIM Card and the Prepaid Customer wishes to be reconnected to A1's network with the same phone number, they must pay A1 for a new Prepaid SIM Card in the amount set in the current Pricelist from the available credit.

12. In the event A1 finds that the SIM card is in use in a mobile phone which was stolen, abused, or technologically modified, it may block such use. A1 provides free calls to the numbers 113 and 112 from its network.

13. The condition for using prepaid services in accordance with the Prepaid Agreement is a positive credit balance. When concluding the Prepaid Agreement, the Prepaid Customer obtains an initial credit in the amount that A1 sets for the particular prepaid plan. The highest possible credit is €200.00 (unless A1 defines differently). When the credit balance is €1.00, A1 notifies the Prepaid Customer of such with every established connection, unless A1 defines differently in the prepaid plan. When the credit balance only suffices for 30 seconds of a call, A1 notifies the Prepaid Customer with a beep, unless A1 defines differently in the Prepaid Plan. Prepaid Customer can spend their credit within 90 days after the last top up of the Prepaid Account. If there was no payment made into a Prepaid Account within 90 days, the Prepaid Customer cannot in the scope of prepaid services establish any voice calls, send messages, or use Electronic Communication Services (e.g. data transfer, etc.), however they may receive them. If the Prepaid Customer adds at least €5.00 to the Prepaid Account between the 91st and 270th day since the last payment into the Prepaid Account, they may once again begin using the credit that they had on the 90th day since the last top up of the Prepaid Account. If more than 270 days have passed since the last top up of at least €5.00 into the Prepaid Account, the Prepaid Customer cannot add any more funds to their former Prepaid Account (the Prepaid Account is locked), and they lose the right to any existing credit, the result of which being that A1 is not obliged to refund the Prepaid Customer for this potential credit balance. Consequently A1 may, without any notification, in the scope of the Prepaid Agreement also revoke the phone number from the Prepaid Customer, and block them from using the Prepaid SIM Card.

14. The Prepaid Customer may at any time stop using prepaid services. In this event, the Prepaid Customer loses the right to use the assigned phone number, and has no right to a refund of any potential credit balance, and consequently A1 is also not obliged to refund the Prepaid Customer for this potential credit balance.

#### **V. The Validity of the Special Terms and Conditions for Providing Prepaid Services**

15. The Special Terms and Conditions for Providing Prepaid Services are part of the General Terms and Conditions and Special Terms and Conditions, or are in effect as a part of the General Terms and Conditions and Special Terms and Conditions, and A1 may alter them in accordance with its own decision as a change of the General Terms and Conditions and Special Terms and Conditions.

16. In the event of a discrepancy between the General Terms and Conditions and Special Terms and Conditions and the Special Terms and Conditions for Providing Prepaid Services the Special Terms and Conditions for Providing Prepaid Services prevail, while taking the General Terms and Conditions and Special Terms and Conditions sensibly into account. The present Special Terms and Conditions for Providing Prepaid Services come into effect as of 20 April 2017, for the existing Customers for whom these will come into effect as of 20 May 2017.