

Terms of the inclusion in the A1 Play offer

1. These Terms of inclusion refer to A1 Slovenija's (hereinafter: A1) retail offer A1 Play for end users of mobile communication services. A1 Play options include unlimited data traffic to end users when they use applications or websites that offer one or more of the following categories of content: video streaming, chat, social media or music content, provided by its partners (hereinafter: partner), who have expressly or implicitly accepted these Terms of inclusion (hereinafter: A1 Play option).
 - The A1 Play offer consists of the following options to be offered to end users on top of general mobile data packages:
 - A1 Video option
 - A1 Music option
 - A1 Chat option
 - A1 Social option
 - A1 Mix option (combining all of the above).
2. A1 reserves the right to change (add/remove etc.) any of the aforementioned options at its sole discretion.
3. A1 Video option includes all data traffic, which users generate on all partners' applications and websites that are intended for and offer primarily video streaming content. Video streaming content refers solely to video content, i.e. no other content (games, book, etc.) if these are combined with video elements.
4. A1 Music option includes all data traffic, which users generate on all partners' applications and websites that are intended for and offer primarily music streaming content. Music streaming content refers solely to music content, i.e. no other content (video, games, book, etc.) if these are combined with music elements.
5. A1 Chat option includes all data traffic, which users generate on all partners' applications and websites that are primarily intended for and offer primarily direct communication between users through instant messaging or chatting.
6. A1 Social option includes all data traffic, which users generate on all partners' applications and websites that are primarily intended for social media, i.e. for all applications and websites facilitating the creation and sharing of information, ideas, interests and other forms of expression via virtual communities and networks.
7. Any provider of applications or websites, which offers content that falls within at least one of the abovementioned options, can be included in the A1 Play offer on a non-discriminatory basis by becoming A1 partner upon acceptance of these Terms of inclusion.
8. Each application or website can only be included in one of the A1 Play options, however each application or website shall be included in the A1 Mix option (which combines all A1 Play options).
9. If an application or website meets the criteria for being included in more than one A1 options, it shall be included in the A1 play option, in which higher data traffic is generated, unless the parties agree otherwise.
10. Under no circumstance shall the end user have access only to partners' applications and websites, nor shall that internet traffic be prioritized in any way over any other application or website. In order for users to use unlimited data traffic from the A1 Play options they must have at least 1 Mb of data traffic allowance included in their general bundle of services and/or extra data out-of bundle options (data plan). A1 shall apply equal treatment of all data traffic (incl. traffic generated on partners' applications or websites) once the user has exhausted all purchased data traffic allowance from his data plan, i.e. block, slow down or reduce the quality of all internet traffic according to the terms and conditions of the relevant data plan.
11. A1 may determine the terms and conditions of the A1 play retail offer at its sole discretion (such as price, duration, promotional period, applicable mobile packages and any other detail).

12. The partner is exclusively responsible for the content and the functioning of his service, including the availability, legality, collection, rights management etc. and shall indemnify, defend and hold harmless A1 from and against any and all regulatory decisions, judgments or liabilities arising out of or in connection with the content and the functioning of the service.
13. If there is a reason to doubt that the service of the partner is not in accordance with the applicable regulatory framework, e.g. by violating the provisions of copyright regulations or by including inappropriate content, A1 Slovenija may at its sole discretion and with no further notice to partner remove partner's applications or websites from the A1 Play offer unless the partner remedies the determined irregularities, violations or non-compliances in due time.
14. A1 shall indemnify, defend and hold harmless the partner from and against any and all regulatory decisions, judgments or liabilities arising out of or in connection with any violations of the applicable laws by the A1 Play retail offer.
15. A1 shall not provide any end users' personal data to the partner.
16. A1 shall, in accordance with the national and EU regulations, enable the use of the A1 Play to its costumers when roaming in EU/EEA countries.
17. If all the conditions laid down in these Terms of inclusion are met and thereby the inclusion of the partner in the A1 Play offer is possible, A1 shall perform the required technical measures in order to ensure this. A1 undertakes to distinguish partner's content from other available contents via technical information submitted by the partner. Relevant technical information may, but is not limited to the following:
 - a. IP address
 - b. URL (Uniform Resource Locator)
 - c. SNI (Server Name Indication)
 - d. Logs

If the partner continually fails to provide correct and complete technical data, A1 shall not be able to include the partner's content in the A1 Play offer and may remove the partner from the offer with no further notice. A1 Slovenija undertakes to implement the components of the technical integration and retain them during the period of the inclusion of the partner in the A1 Play offer. A1 Slovenija undertakes to update the existing technical information with a new or additional list obtained from the partner within thirty (30) days from reception.

18. All partners' technical data shall be kept strictly confidential and used exclusively for the inclusion of the partner in the A1 Play offer.
19. A1 may at its sole discretion manage the A1 offer in accordance with the network capacity but without any discrimination between different internet traffic.
20. A1 Slovenija reserves the right to determine the details, structure, scope and availability of the offer and reserves the right to amend the offer at any moment, as well as to discontinue the offer with prior notice to the partner. A1 Slovenija reserves the right to exclude the partner from the offer with no further notice if the partner provides incorrect technical information and fails to provide the correct information after these have been requested from the partner.
21. Unless agreed otherwise, the partner hereby grants to A1 a non-exclusive right to use the relevant trademarks, logotypes and other symbols of the partner and/or partner's service for the purposes of the inclusion in the A1 Play offer. The use of the protected trademarks/logotypes etc. is possible exclusively with the written approval of the right holder. The approval may also be given by electronic means. The partner hereby grants A1 the right to use the trademarks, logotypes and other symbols in A1 promotional materials (websites, printed material etc.) without further approval of the promotional material by partner, unless the parties agree otherwise.

22. Any potential partner interested to be included in the A1 Play retail offer, may express his interest by sending an electronic mail to the address A1PlayPartners@a1.si specifying the category of content primarily offered in the partner's applications or websites, and by accepting these Terms. A1 Slovenija shall respond to the request by electronic mail and confirm the inclusion in the A1 Play retail offer or, if necessary, request additional information or explanations from the potential partner. If the content of the potential partners' applications or websites does not fit the categories of any of the available options in the A1 Play offer, A1 shall inform the applicant of the non-inclusion.
23. The partner and A1 shall exchange electronic mail addresses to be used to communicate technical and organisational matters during the duration of the A1 Play offer.
24. Pursuant to these Terms the cooperation between A1 and the partner shall be concluded for an indefinite time period unless agreed otherwise. Each party reserves the right to terminate the cooperation in writing or by electronic means within an advance cancellation notice to be sent to the other party no less than 30 days prior to cancellation (unless otherwise agreed herein). However, the cancellation term is extended for the time of an ongoing public promotion campaign of A1 Play offer conducted by A1 Slovenija until the end of such campaign.
25. Each party shall bear its own costs related to the invitation, negotiation, performance or termination of the cooperation under these Terms of inclusion in the A1 play offer.
26. Unless otherwise contained herein, the acceptance of these Terms of inclusion, nor the inclusion of the partner in the A1 Play retail offer, constitutes any financial obligations for either party.
27. A1 Slovenija reserves the right to amend these Terms at any time, and shall accordingly inform the partner in an appropriate manner.
28. These terms of inclusion enter into force on 1. 9. 2018.

A1 Slovenija, d.d.