



Terms of Use for the Smartica Service

1. Definitions

1.1. A **Digital Ticket** is an electronic confirmation of the right to use the service of public transport provided by a certain transport operator within the system of the Service, which is generated by the application of the User and which has its time and/or zone or line restriction defined by the Transport Operator.

1.2. **My Tickets** represents a menu within the mobile application with the set of all digital tickets purchased within the system.

1.3. **Active Tickets** represent all digital tickets that were purchased and have been activated using the devices in the vehicles of the public transport envisaged for activating the tickets (so-called activators/validators). An active ticket is a ticket that has been activated for the selected ride that is in progress.

1.4. **Non-activated tickets** represent digital tickets that have been purchased, but have not been activated. Such tickets have a certain period within which they must be used/activated, which is defined by the individual transport operator.

1.5. **Expired tickets** represent all digital tickets that have been purchased and activated and for which the validity period expired.

1.6. The **User** is the purchaser of the digital ticket, the user of the Smartica mobile application and the user of the public transport of a particular Transport Operator within the system of the Service.

1.7. The **Smartica mobile application** is an application on the smart-phone of the User for iOS or Android operating systems that allows the use of the Service.

1.8. **Smartica** (hereinafter also: Service) is a service that allows users of mobile operators the use of a mobile application for the purchase, issue, activation, transfer and validation of digital tickets and for informing the User of the state of the transport operator that is part of the Service.



1.9. The **Purchase** is the process of the purchase of digital tickets for the service of the public transport defined by the transport operators within the Service. The system allows the purchase of digital tickets via the SMS channel to the users of the following operators of mobile electronic communication services:

- A1 postpaid and prepaid users
- Tomato postpaid and prepaid users
- T-mobile postpaid and prepaid users
- Simpa prepaid users
- Bonbon postpaid and prepaid users
- Tele 2 postpaid and prepaid users

Also, the digital tickets can be purchased with credit/debit cards, for which a valid credit or debit card is necessary (Mastercard, VISA, Diners, American Express).

1.10. **Issuing** is the process of issuing the digital tickets within the Smartica mobile application of the User.

1.11. **Activation** (first registration) is the process of activating an issued digital ticket in the vehicle of the Transport Operator. The purchased and issued ticket is activated by holding the mobile device close to the device for the activation of the ticket (activator/validator) located on positions in the vehicle of the Transport Operator envisaged for this.

1.12. The **Transfer** is the process of reregistering/revalidating an active digital ticket when the User transfers to another vehicle of the Transport Operator, that is the process of recognizing the User with an activated digital ticket when the User transfers to a different vehicle.

1.13. The **Validation** (control) is the process of inspecting/verifying the validity of the digital ticket by a ticket inspector of the Transport Operator.



1.14. The **Activator/Validator** is the device/activation point located on defined positions within the vehicle of the Transport Operator that allows the activation of a digital ticket by the User, or the blocking and activation of a device by the ticket inspector when inspecting the validity of the tickets.

1.15. The **Mobile Ticket Inspector Application** is an application on the mobile device of the ticket inspector with the function of the Validation or control of the validity of a purchased ticket, blocking of the activation device (activator/validator) in vehicles during the Validation and the application of other principles of preventing fraud.

2. Basic Information on the Smartica Service

2.1. Smartica is a service that allows users of mobile operators the use of a mobile application for the purchase, issue, activation, transfer and validation of digital tickets and for informing the User of the state of the transport operator that is part of the Service.

2.2. The provider of the Service is A1 Hrvatska d.o.o. (hereinafter: Provider of the Surface). A1 Hrvatska cooperates with partners for the purpose of developing and supporting the Service.

The list of partners is available at: <https://www.a1.hr/privatni/mobiteli/mobilno-placanje/smartica>

2.3. The transport operators that are part of the Service are visible in the Smartica mobile application when the User selects the city for which it enters the digital ticket. If the Transport Operator is not within the system of the Service, the purchase of a digital ticket is not possible for this operator. If a particular Transport Operator leaves the system of the Service for any reason, it shall inform its users of the termination of the service in accordance with its legal obligations.

2.4. The Service includes the Smartica mobile application for the Users, the Mobile Ticket Inspector Application for the Transport Operator and the belonging background system for the Transport Operator.



2.5. Users can use the Service only via the Smartica mobile application available in Google Play or the Apple Store. The download of the Smartica mobile application is completely free of charge for the purpose of using the Service and cannot be used for any other purpose.

For the successful and unhindered use of the Service, the User must meet the following prerequisites:

- The user must own a functioning smart-phone with an Android operating system, minimal version 5
- The user must have a contractual relation for a basic telecommunication service via a prepaid or postpaid model with one of the operators of mobile electronic communication services
- The user must have Internet access at least during the process of purchasing the digital ticket, its activation and validation with an available data traffic of at least 100 kB per activity
- The level of the battery charge on the mobile device with the above indicated characteristics must amount to at least 10% at the moment of purchasing the digital ticket
- The permissions on the mobile device with the above indicated characteristics need to be activated for the use of the service (Bluetooth, data traffic, location, SMS...).

2.6. The Service uses existing SMS charging services. For charges made via SMS channels special terms of use apply, which are indicated on the web pages of the operators of mobile telecommunication services with which the User is in a contractual relation (hereinafter: Telecom Operator).

2.7. Also, the Service uses the function of paying for digital tickets via credit/debit cards. When a debit/credit card is used for paying for the Service, CorvusPay is used – an advanced system for the secure acceptance of payment cards via the Internet. For charges made via this channel, special terms of use apply, which are indicated on the web page www.smartica.hr

2.8. By using the Service, the User purchases a digital ticket that consists of a protected code that is stored on the User's mobile phone along with a unique ID of the installed



application. The code cannot be transferred to another mobile phone nor can it be transferred to another person.

2.9. The User is obliged to take care of what digital ticket he is purchasing and for which Transport Operator, considering that changes, replacements or returns of already purchased digital tickets are not possible.

2.10. The Service is available to all users of operators of mobile telecommunications that are part of the Service system and that have activated the Service with their Telecom Operators.

2.11. The Service is available to foreign users of mobile telecommunications for the service of Transport Operators that are included in the Service system, and exclusively for the use of the Service in such a manner that they can purchase digital tickets by using the card payment method.

2.12. The User agrees that the unique ID of the installed Smartica mobile application is used for the purpose of connecting the User's Smartica mobile application with the data in the central system of the Service provider for the purpose of running the Smartica solution. The application is used for the purpose of creating a backup copy of the digital tickets as well as for the use of notification channels on the mobile device for notifications sent by the Transport Operator to the User (hereinafter: Notifications).

2.13. The User agrees that as part of using the Service, in cases of inappropriate use (for instance, attempts of fraud), the Service Provider, in cooperation with the Transport Operator, has the right to restrict the Service to such a User.

2.14. The user is obliged to watch his mobile device and not allow third persons to use it, in order to protect it from unauthorized use and to prevent abuses of the Service.

2.15. The User is obliged to access the Service in good faith without violating the integrity of the systems (security, fraud, deliberate crashing, etc.) and gives his consent to the Service Provider to exclude the user from using the Service at any time and carry out the



necessary protection measures that can include reports to competent bodies of the Republic of Croatia for such actions.

2.16. The Service Provider and/or Owner of the Service do not assume responsibility in cases of an unauthorized use of the User's mobile application and any damages that arise from the unauthorized use of the Service.

2.17. The Service includes a service that informs the User of the new functions, i.e. changes of the status of individual parts of the system. The User gives his consent for the use of the Smartica mobile application and the possibility of a direct communication access (application notifications) by the Service Provider with the goal and for the purpose of improving the Service and ensuring the quality of the Service.

2.18. The Service includes the service that informs the User of changes of the status of the Service, i.e. that is used by the Transport Operator to send official notifications (about, for instance, changes of the timetable, changes in lines due to works, etc.). The User gives his consent for the use of Notifications in the mobile application by the Transport Provider with the goal and for the purpose of sending official notifications related to this Service.

2.19. To ensure a quality user experience, the provider of the Service recommends that the User has enabled notification mechanisms for the Smartica mobile application.

2.20. Each purchased digital ticket of a particular Transport Operator within the system of the Service is subject to the Operator's terms of use (for instance, duration of the validity of the ticket, price, location of use) defined by the Transport Operator for this Service.

2.21. The elements in the menu of the Smartica mobile application and the list of available services differ depending on the services defined for this Service by the individual Transport Operator included in the Service (for instance, timetable, announcement of arrival of vehicles...).



2.22. The Service is not available for Transport Operators that are not part of the system of this Service. It is up to the User to check whether a particular operator is part of the system of the Service.

2.23. Users are recommended to use mechanisms for the protection against unauthorized access that exist on the mobile device, depending on the model and manufacturer, in case of the theft or loss of a mobile device and in case the owner of the mobile device changes.

2.24. The Smartica mobile application will use the location of the User only for the positioning when the Smartica mobile application is launched for the purpose of detecting the closest Transport Operators, i.e. the locations in which the Service is available. The location is not used for any other purposes and information on the location is not forwarded to third parties and it is not stored in central systems.

2.25. The User agrees and accepts that as part of the use of the Service, every purchase, issue, activation, transfer and validation of the digital tickets are stored and that these data are used for the purpose of providing a comprehensive service, improving the Service and creating reports for the purpose of the Transport Operator, with the ultimate goal of improving the transport service to the satisfaction of all Users.

2.26. When using the Service, users must have Internet access (Wi-Fi, mobile Internet), access to SMS and turned on Bluetooth.

2.27. For the purchase of a digital ticket via the SMS payment method, the conditions for using the mPlati service must be met, defined here: www.mplati.hr

2.28. For the purchase of a digital ticket via the card payment method, the conditions for using the CorvusPay service must be met, defined here: www.smartica.hr



3. Use of the Service

3.1. The use of the Service is possible on mobile devices with the above indicated characteristics and if the preconditions for its unhindered operation, defined in Article 2 par. 2.5 of these Terms are met. The Smartica mobile application was developed for the operation with original versions of the operating system and the Provider or Owners of the Service are not obliged to carry out adjustments of the application for modified versions of the operating system.

3.2. If the Smartica mobile application functions on a certain mobile device on which it should function according to initial requirements, the Service Provider will in the best faith attempt to enable the operation of the Service in the future versions of the Smartica mobile application, and until then it will be considered that the Service is not available to the User due to technical issues and the User agrees that he will not be able to use the Service in such cases.

3.3. The use of the Service begins with the launch of the Smartica and with the acceptance of these Terms of Use and the Privacy Policy.

3.4. The User is obliged to accept these Terms of Use and the Privacy Policy when launching the Smartica mobile application, as otherwise he will not be able to continue with the use of the Service.

3.5. For the unhindered and correct operation of the Service, the User needs to enable authorizations that the Smartica mobile application will require when the User first launches the application, since otherwise he will not be able to continue with the correct use of the Service.

3.6. The data and services accessed by the User when using the Service may not be available at all times. The User will not hold the Service Provider responsible for any errors in the operation of the Service or any delays in the transfer of data. The Service Provider will do everything in his power to ensure the maximum availability of the operation of the Service. Also, the Service Provider will inform the User on any planned



procedures and short-term periods of unavailability of the Service aimed at improving its quality.

3.7. The Service provider is not responsible for any damages suffered by the User in case of using an unprotected wireless Wi-Fi network. Also, the Service Provider is not responsible (if this is not defined otherwise) for Wi-Fi transfer access points and their quality.

3.8. The Service Provider is not responsible in cases the battery charge level of the mobile device (used by the User for the Service) is not sufficient enough to ensure a normal operation of the Smartica mobile application. In good faith, the Provider has allowed the sending of notifications to the User on the state of his battery charge level if the level falls under or is equal to 10%. The User is responsible to ensure the operation of the mobile device.

3.9. The User is obliged to ensure the operation of the mobile device and the unhindered operation of the Service in cases of the inspection and validation of the tickets by the Transport Operator. Otherwise, it will be considered that the User does not hold a valid ticket and is subject to the general terms of the Transport Operator within the Service system.

3.10. In case of updates of the Smartica mobile application on the mobile device of the User, the background system will pull from the central system a backup copy of the state of the digital tickets of the User. The digital tickets are not connected to a person or a subscription number, but to a unique ID number of the Smartica mobile application on the mobile device of the User.

3.11. In case the Smartica mobile application is uninstalled and then again reinstalled on the mobile device of the User, all unused tickets and purchasing history will be deleted. By accepting these Terms, the User accepts that in case of an intentional or unintentional uninstallation of the application he will lose access to all purchased, but non-activated tickets and that he will not seek compensation for the unused tickets.



The digital tickets are not connected to a person or subscription number, but to a unique ID of the Smartica application on the User's mobile device.

When updating the operating system (iOS/Android), the application ID used for the purpose of connecting the User with the central Smartica system will remain unchanged and the access to the tickets in the system (active tickets, non-activated tickets, expired tickets) will remain available to the User.

Users are recommended to use, i.e. activate all purchased, but non-activated tickets before any planned deletions of the Smartica mobile application. This should also be done when updating the version of the operating system on the mobile device.

3.12. The digital tickets are not connected to a person or subscription number, but to a unique ID of the Smartica application on the User's mobile device, which means the tickets cannot be transferred from one device to another.

3.13. The purchased but non-activated digital tickets can be used only via the Smartica mobile application that was used to purchase them.

3.14. Users are recommended to activate all purchased, but non-activated tickets within a certain period or in accordance with the terms and periods of validity defined by the Transport Operators that are part of the Service system (if any).

3.15. The User can report issues with the operation of the Service and send comments on the quality of the Service via a predefined form for reporting issues within the Smartica mobile application or via the web form on the corporate web pages of the Service Provider.

3.16. If the Smartica service is unavailable or if the User cannot carry out a purchase or activation of a digital ticket, the User is obliged to ensure a valid ticket via another valid available sales channel of the Provider.



4. Charging the Service

4.1. The download of the Smartica mobile application is free of charge and can be downloaded in app stores (Google Play or the Apple Store).

4.2. When downloading the Smartica mobile application from the app stores (Google Play or Apple Store), the transfer of the data is charged according to the tariff model of the User's Telecom Operator for the data transfer (for instance, in case the data network of the Telecom Operator is used). This will also be the case with every next update of the application. The User is obliged to contact his Telecom Operator to find out about these charges.

4.3. The User can purchase certain available types of digital tickets defined for a particular Transport Operator within the Service System. Before the purchase, the User is obliged to find out about the type and price of digital tickets and the amount of the charge, expressed with the VAT included.

The User is obliged to find out whether there are any additional charges defined for a particular type of digital ticket, as well as any additional costs of the Telecom Operator that the User uses and the selected payment channel.

4.4. By purchasing the digital ticket the User accepts the terms of use of the selected service of the Transport Operator. The terms of use of each Transport Operator for each individual digital ticket can be found on the web pages of the Transport Operators that are part of the Service system.

5. Application of other terms

5.1. The User agrees that with the use of the Service, in addition to these Terms of Use, the General Terms and Conditions of the User's Telecom Operator, the General Terms and Conditions of the Transport Operator, and the Terms of Use of CorvusPay for the purpose of the purchase of the digital ticket via the card payment method also apply. By accepting the indicated Terms, the User confirms that he is familiar with all applicable terms and agrees with them.



6. Right to amendments

6.1. The Service Provider reserves the right to amend these Terms of Use, of which the Users will be informed via the Smartica mobile application or in other appropriate ways.

These Terms of Use shall apply from 11 July 2018