

TUŠ MOBILE APPLICATION - TERMS OF USE/PRIVACY POLICY

1. Introductory facts

Tuš mobile application is owned by Engrotuš d.o.o., Cesta v Trnovlje 10a, 3000 Celje, Slovenia. The functionalities of its Android 1.0 and iOS 1.0 versions include the release of coupons, overview of Tuš klub membership benefits and its related services, release of current catalogues, locator of the Tuš stores, franchise stores and Cash&Carry centres in Slovenia, and user shopping list management. The user may download the Tuš application from mobile stores offering mobile applications (Google Play or Apple Store) under the terms and conditions set by these retailers.

The application can be used by anyone having an adequate communications device (i.e. a smartphone or tablet with a suitable operating system) connectible to either WiFi or the GSM/3G/LTE signal.

All rights reserved. The complete information and materials within the Tuš mobile application are fully protected under the intellectual property rights held by the owner of the website.

2. Limitation of liability

Unless specified otherwise in the framework of specific information, the complete information and materials published through the Tuš mobile application are disclosed merely for an informative purpose. The owner of the mobile application will make their best efforts in good faith to ensure optimal functioning of the application, assuming however no liability and making no guarantees as to its continuous performance. Every user uses the mobile application at their own responsibility. Neither the application owner nor any other person or legal entity who took part in the creation, development or making of the Tuš mobile application or is still involved in the provision of upgrades and new information or materials assumes no responsibility for any damage arising from or related to the access, use or inability to use the information and materials within the Tuš mobile application or for any errors or omissions therein. Similarly, the owner of the Tuš mobile application will not be responsible for any damage to computer equipment (including damage caused by viruses), mobile phone or any other application used to access the web content, arising from and/or caused by the use of the mobile application. Furthermore, the mobile application owner will not be responsible for any damage arising from the use or inability to use the Tuš mobile application.

The owner of the Tuš mobile application will make efforts to keep the data within the mobile application accurate, current and complete, assuming however no liability in this regard.

The application owner reserves the right to change the legal notice without prior notification, assuming no responsibility for any consequences thereof. Due to the above statements, regular monitoring of each time effective general terms and conditions for the use of the mobile application is recommended.

Although the application is free of charge, the user will bear the costs of data transfer, which are charged in accordance with the effective price list of the mobile operator at whom the user has taken out a postpayment plan or entered in any other contract.

In case of an unauthorised use of the application or any other misuse, the owner has the right to carry out any and all measures to protect his own rights and interests as well as the rights and interests of other customers.

It shall be considered that the user has been informed about the contents of the terms and conditions and agrees to them as soon as the user downloads the mobile application. Engrotuš d.o.o. is entitled to change the general terms and conditions. Any changes will be published at (<http://www.tus.si/>).

3. Data protection

By downloading the application, the user agrees that his personal information transferred directly through the application may be used for the purposes specified hereafter in these terms and conditions. The owner of the mobile application undertakes to protect, process, and store the personal information obtained during the visit and use of the mobile application in accordance with the Personal Data Protection Act (OG RS RS 94/07 ZVOP-1) and not to disclose it to any third parties without a consent granted by the application. The personal information transferred by the user upon the application download will be processed and used for the purposes of services related to the application. The "personal data processing" is considered any action or series of actions carried out in relation to personal data that is either processed automatically, is part of the personal data database during manual processing, or is intended to be included in the personal data database, especially collecting, acquiring, inserting, editing, storing, adapting or modifying, retrieving, gaining insight into, using, disclosing through transfer, communicating, distributing or making available through other means, sorting or linking, blocking, anonymizing, deleting and destroying such information.

The following data is automatically collected during the use of the mobile application and its download and listed here along with the manner of its processing. The system records the following data and stores it until the time of its automatic deletion:

- IP address of your computer**
- Date, geographic location and time of your visit to the website**
- Name and URL address of the accessed file**
- Amount of data transferred**
- Indication of a successful visit**
- Identifiable marks of the used browser and operating system**
- Website of origin**
- Name of your internet/mobile service provider**

This pieces of data are processed in order to ensure the best possible use of the mobile application (link establishment), system security, technical administration of the web infrastructure as well as optimisation of the mobile application. The data does not allow any insight into the user's personal information. Personal data will thus only be subject to processing if the owner of the mobile application receives the user's express consent in advance.

No personal or other device-related data is stored during the use of the Tuš mobile application. Any entry of personal or business data (e.g. e-mail addresses, names, addresses) by the user is voluntarily. Device tokens, which are unique for every mobile device, may be deposited into them and used for sending push notifications. Push notifications, together with their messages, are sent to Apple (iOS) and Google (Android) who then use the device tokens to identify the intended push notification recipients.

Upon logging into the Tuš klub mobile application, the application will ask the user to enter their Tuš klub Card number and PIN. Should the user lack a PIN code, the mobile application will ask the user to enter their date of birth and mobile number. The mobile number, if not already recorded or if different from the recorded number, will be assigned to the user's Tuš klub account and used in accordance with the user's consent regarding the processing of this specific piece of data.

The owner of the mobile application has implemented technical and organisational security measures in order to protect the processed personal data against any intentional or accidental abuse, loss, deletion or unauthorized access by third parties. These security measures will be updated and improved in accordance with the technological progress.

Celje, 13 January 2014

Engrotuš d.o.o.