**Terms and conditions of use**

**General terms and conditions of use for the Moments mobile application**

These General terms and conditions of use for the Moments mobile application (hereinafter: General Conditions) set the conditions and user instructions for the use of the mobile application.

The Moments mobile application (hereinafter: the Mobile Application) enables users to:

* get directions on drinking Donat Mg natural mineral water and
* set a Donat Mg drinking reminder based on the (health) issue selected, e.g. constipation, heartburn, magnesium deficiency, diabetes, gall bladder and pancreas disease, urinary tract stone formation, obesity and dieting, cardiovascular diseases, stress and headaches, and to increase the feeling of well-being.

Users can search for the Mobile Application in mobile marketplaces where it is published (such as Google Play, Apple Store, etc.) and install it on their smartphones in the manner and under the conditions set by the provider of the respective mobile marketplace.

The Mobile Application provider is Droga Kolinska, d.d., Kolinska ulica 1, 1000 Ljubljana, Slovenia (hereinafter: the Provider).

The User is any person who installs the Mobile Application on their mobile device.

**Conditions of use of the Mobile Application**

It shall be deemed that, by installing the Mobile Application on the mobile device and using it, the User acknowledges and agrees with the General Conditions.

**Mobile application contents**

The contents and information obtained by the user in the Mobile Application are exclusively of an informative nature and serve as an informative tool. They do not represent and may in no way take precedence over a doctor’s diagnosis, clinical consultation or the treatment itself. For any further information, or when in doubt, we recommend you consult your doctor and/or write to: info@donatmg.eu.

The Mobile Application uses directions for drinking courses of treatment published at <http://www.rogaska-medical.com/>, through which the Mobile Application recommends an appropriate quantity and mode for drinking Donat Mg based on the various indicative states of an individual. The Provider shall not be responsible for improper use of the Mobile Application (e.g. the selection of the wrong indication, incorrect settings of daily rhythm, etc.)

The Provider is unable to guarantee total satisfaction for the advice obtained by the User while using the application and shall not undertake any responsibility for using the advice.

**Mobile application price**

The Mobile Application is available to Users free of charge. The User shall pay for data transfer charged by their telecommunication services provider in accordance with the current price list of the provider.

**Privacy and the protection of personal data of the User**

In the course of making the Mobile Application available for use by Users, the Provider shall not acquire, collect or otherwise process their personal data.

**Copyright**

By installing the Mobile Application on a mobile device, the User acquires a non-transferable and non-exclusive licence for the use of the Mobile Application exclusively on their mobile device for personal (non-commercial) use and in the manner and to the extent defined in these General Conditions.

The Provider shall not transfer to the User any copyright or other industrial property right in respect and in connection with the Mobile Application (including, but not limited to, the right to use the trademark, logo, name, etc.)

The User is particularly not allowed to:

* make copies of the Mobile Application,
* install the Mobile Application on a server or another platform,
* distribute the Mobile Application in any way or enable network access to the Mobile Application,
* rent the Mobile Application or grant sublicenses for the use of the Mobile Application,
* translate, adapt, edit or otherwise remake the Mobile Application.

The limitations of rights defined in this chapter shall not limit the rights of the User, in accordance with the Copyright and Related Rights Act (Official Gazette RS, No. 16/2007 – ZASP - UPB3 and 68/2008), and consumer protection legislation if the User has the status of a consumer in accordance with the aforementioned legislation.

**Limitation and exclusion of liability of the Provider**

The User acknowledges and accepts that:

* the data and contents obtained by the User via the Mobile Application is of an informative nature and does not represent, substitute or support a diagnosis of a medical condition, nor does it replace treatment. The Provider suggests that the User contact authorised institutions, service providers or pharmacies with regards to medical and other recommendations and instructions;
* The User shall be entirely responsible for all the data submitted in order to install and use the Mobile Application and that the Provider shall not under any circumstances be responsible for any consequences suffered by the User;
* The Provider shall not accept any obligation or responsibility for factual defects or any other deficiencies of the Mobile Application and legal errors;
* The Provider cannot guarantee that the Mobile Application fulfils all the requirements of the Users;
* The Provider cannot guarantee the functioning of the Mobile Application and shall not accept any obligation or responsibility in the event of network failures, power cuts or other technical disruptions which could temporarily interrupt the smooth functioning of the Mobile Application and that the Provider shall not be responsible in cases of force majeure;
* The Provider shall not be responsible for the functioning of the Mobile Application if the User has not fulfilled the technical and other conditions for the use of the Mobile Application;
* The User shall be fully responsible for appropriate protection of all data stored on media (e.g. hard disks, smartphones, tablet computers, etc.) and that the Provider shall not be responsible for any damages sustained in the event that this data is lost;
* The Provider does not guarantee the faultless and uninterrupted functioning of the Mobile Application, nor the absence of any malicious or dangerous programming code;
* The Provider does not guarantee the functioning of the Mobile Application on all platforms and in combination with all hardware and software;
* The Provider does not accept any obligation or responsibility in regards to the reliability and quality of the connection of the Mobile Application with the Internet or the reliability and quality of transfers via the Internet or any other communication channel.

**The Provider’s liability for damages**

The Provider’s liability for damages for slight negligence shall be excluded to the widest extent permitted by the applicable legislation.

The Provider shall not be responsible for any loss of income, loss of data or any other consequential and indirect damages.

The Provider shall not be responsible for damages caused by non-performance of the Provider’s obligations in the event of force majeure.

**Complaints**

The Provider shall be responsible for solving complaints in regards to the functioning of the Mobile Application. The Provider shall solve complaints in accordance with its own rules which are made available to Users at the following web address:

www.donatmg.eu

E-mail contact of the Provider for resolving complaints is: info@donatmg.eu.

If a complaint relates to the functioning of a telecommunication network and a payment for the services of an individual provider of telecommunication services, the User is obliged to provide all necessary documents to an appropriate department of the telecommunication service provider. Telecommunication service providers resolve complaints in accordance with their own general conditions for the provision of telecommunication services.

**Termination of provision or use of the Mobile Application**

The Mobile Application is available to Users as of 10/6/2014. The Provider may at any time terminate provision of the Mobile Application by informing Users in an appropriate manner (e.g. through a publication on its website wwww.donatmg.eu).

The User has the right to stop using the Mobile Application at any time. This is done by removing the Mobile Application from their mobile device.

The Provider has the right to disable access or prevent use of the Mobile Application without prior warning for any User violating these General Conditions.

If the provision or use of the Mobile Application is terminated in accordance with this chapter, the right of the User to use the Mobile Application as defined by these General Conditions automatically ceases, and the User shall further be obliged to immediately stop using the Mobile Application and to destroy or delete all copies of the Mobile Application.

**Final provisions**

The Provider has the right to publish a new version of the Mobile Application for technical or functional upgrades to the Mobile Application. The User will be informed of the new version of the Mobile Application through either the Mobile Application itself or an automatic update of the Mobile Application on the mobile device (depending on the User’s settings). These General Conditions shall apply for any future upgrades or new versions or any other changes to the Mobile Application unless specifically defined otherwise by the Provider in each individual case.

In the event of unauthorised use of the Mobile Application or any other abuse of access or use of the Mobile Application the Provider has the right to implement all measures and other acts which, in accordance with its business judgement, it deems necessary for the protection of their rights and interests and/or those of any other person (e.g. preventing access to the Mobile Application).

The Provider may at any time change these General Conditions. The Provider will in appropriate manner (e.g. through a publication on its website wwww.donatmg.eu) inform Users of the change to these General Conditions.

Any User that does not agree with the change to the General Conditions must immediately stop using the Mobile Application. If the User continues to use the Mobile Application it shall be deemed that he/she agrees with the change to the General Conditions.

These General Conditions shall enter into force on the day of the publication of the application.

These General Conditions are originally drawn up in the Slovenian language and adapted for users of English, Italian, Russian and Serbian versions. The Mobile Application can be used in the following languages: English, Italian, Russian and Serbian.

The settling of disputes which may arise in connection with the Mobile Application and/or these General Conditions shall fall within the jurisdiction of Ljubljana Court in the Republic of Slovenia. The use of Slovenian law shall be agreed upon.

In Ljubljana, 10/6/2014