

OMV Mobile Application Terms of Use

1. General Information

- 1.1 The terms of use of the OMV Mobile Application (the “**Terms of Use**”) regulate the use of the OMV Mobile application “OMV My Station” (the “**Application**”).
- 1.2 The service provider is OMV Česká republika, s.r.o., registered office at Štětškova 1638/18, Nusle, 140 00 Prague 4, ID: 480 38 687 (the “**Provider**” or “**OMV**”).
- 1.3 The Terms and the principles of use of the Application described in this document are available in the Application within the Account (see the definition in Article 3 below) created in the Application, which allows its content to be viewed and recorded. Before logging to the Application for the first time and starting to use the Application, each user is required to read the Terms of Use.
- 1.4 Capitalised terms and expressions not explained in these Terms of Use have the meanings given to them in the Terms of the OMV Loyalty Scheme.

2. Using the Application

- 2.1 The Application is designed for all users – individuals, especially for individuals who are subscribers to an OMV loyalty scheme (the “**OMV Scheme**”) under the OMV Loyalty Scheme Terms available in the Application and on the website www.omv.cz and who wish to claim the discounts and benefits guaranteed for the OMV Scheme’s subscribers, and to a limited extent to other individuals who are not OMV Scheme subscribers (jointly the “**Users**”). The Application’s capabilities especially include the option to view the User’s Account as part of his/her subscription to the OMV Scheme and use a unique electronic OMV Loyalty Scheme card (the “**OMV Loyalty Card**”).
- 2.2 The Application allows the Users (who subscribed or wish to subscribe to the OMV Scheme) to:
 - a) subscribe to the OMV Scheme;
 - b) become a holder of the Account and the OMV Loyalty Card which gives the User access to a range of features and benefits of the OMV Scheme, in particular:
 - accumulating/collecting and using/spending points;
 - earning and using tokens/coupons;
 - the possibility of a shared account;
 - the possibility to fill in questionnaires;
 - the “Member gets Member” scheme.
 - c) make use of OMV offers, in particular become familiar with the special offers reserved solely for the Users who subscribed to the OMV Scheme.
- 2.3 The Application also allows the Users (regardless of whether or not they have subscribed to the OMV Scheme) to:
 - a) use maps with a OMV Fuel Station localisation feature – a tool for searching for OMV Fuel Stations at a place selected by the User;
 - b) load other loyalty and customer cards of other promoters and service providers;
 - c) subscribe to commercial communication.

3. Creating an Account and the OMV Loyalty Card

- 3.1 After downloading and installing the Application, the User must register and create a User account (the “**Account**”) to use the Application (see below in Article 4.3 hereof), except for cases

expressly provided for in these Terms of Use (i.e. in cases where the User only wishes to use the functionalities under Article 2.3).

- 3.2** The User will be provided with access to his/her Account once he/she logs in or enter their registration data in the OMV Scheme via the Application.
- 3.3** The Account is assigned to one User only in the Application (with the use of a single email address); the function of group collection of points (a family account), as described in more detail in Article 4 of the Terms of the OMV Loyalty Scheme, is not affected thereby. Users are permitted to use their own Accounts only.
- 3.4** In order to use the OMV Loyalty Card in the Application for purchases at a OMV Fuel Station cash desk, the OMV Loyalty Card must be presented to the reader or scan the barcode of the electronic OMV Loyalty Card from the display of a mobile device (as instructed by the OMV Fuel Station attendant). The User will display the OMV Loyalty Card directly in the application of the end device. The User is identified by the OMV Loyalty Card number, which is electronically read from the reader.

4. Using the Application

- 4.1** The Application may only be used by individuals over 15 years of age with a postal/correspondence address in the Czech Republic. The Application may only be used by subscribers to the OMV Scheme, except for the cases explicitly described in these Terms of Use (in particular using the functionalities under Article 2.3 hereof). Using the Application for commercial purposes is not permitted. Using the Application is voluntary and free of charge.
- 4.2** Users need to download the Application to their devices in order to use it. Users need Internet access in order to download, install and use the Application on their devices. The minimum device requirements and the types of the device to which the Application can be downloaded are specified in Article 5.
- 4.3** In order to register for the OMV Scheme through the Application and to create the Account, Users are required to provide the following information:
 - a) first name and surname (mandatory information),
 - b) email address (mandatory information),
 - c) postal/correspondence address (street, house number, postcode, town – optional, state – mandatory),
 - d) mobile phone number (optional),
 - e) date of birth (optional),
 - f) form of salutation – Mr/Ms (mandatory information).
- 4.4** It is not permitted to provide false data, in particular data not pertaining to Users. Users must so secure their login data as to prevent any third party from having access to their Accounts.
- 4.5** When using the Application, Users are responsible for their own devices and the information systems used in using the Application and for the settings of their devices and the systems. The Provider is not responsible for Users' devices and systems or the use of Users' devices and systems by third parties.
- 4.6** The default language of the Application will be automatically selected based on the selected language of the User's mobile device.

5. Technical Requirements

- 5.1** Users need to download the Application from Google Play or App Store, depending on the operating system of their devices.

- 5.2** The Application can be downloaded to Android and iOS devices with Internet access, mobile phones in particular.
- 5.3** The Application is designed for devices with Android 10.0 or higher and Google Play Store access, or iOS 13.0 or higher and Apple App Store access.
- 5.4** Each device model has access to certain software versions. A specific software version may not be available for some device types. If the pertinent software version is not available for the User's device, the User cannot use the Application. However, OMV makes every effort to provide software for a maximum range of phone types. Given the ever-changing range of devices on the market, OMV cannot provide any list of current devices which can run the Application.
- 5.5** The following in particular is required for a device to run the Application:
- a) sufficient charge of the battery,
 - b) access to the Internet and a browser,
 - c) active email account.
- 5.6** Installation and use of the Application requires fixed data transmission from the User's device. The amount and frequency of data transmissions depend on how and how much the Application is used. The cost of data transmissions is paid by the User and depends on the contract between the User and his/her Internet access provider.
- 5.7** The Provider may publish and offer updates to the Application. The Application should be kept updated in order to run properly. The Provider does not guarantee the Application will run properly unless the User downloads and installs on his/her device the update provided by the Provider.
- 5.8** Access to certain sources of the User's device, such as photos/multimedia, device's identifier, connection information, geolocation or contacts, may be required for using some features of the Application. If access to such sources is denied, that may limit the Application's features.
- 5.9** For the Application to run properly on a device, the device:
- a) may not contain any operating system modifications, in particular those which break the security protection of the manufacturer of the device or the operating system (jailbreaking and rooting);
 - b) must be able to establish connection to the Internet.

6. Localization

- 6.1** When the Application has been launched for the first time, the User is prompted to choose between granting or refusing to grant consent to the processing of his/her location data. If consent is granted, it can be revoked and re-granted in the device's operating system settings. Thus, the Application can use geofencing to tailor the content to the User's location. OMV does not store any personal data when the Application is used. As far as personal data are processed, for example, when using the "save favourites" feature, such data are saved only on the User's device.
- 6.2** If consent is granted, the User's current location can be processed by the go-to-nearest-OMV-Fuel-Station feature.
- 6.3** Although giving consent to the processing of location data is not a precondition for subscribing to the OMV Scheme or using the Application, the Application's features which use geolocation will be limited as a result.

7. Application's Security

- 7.1** Access to the User's data in the Application is protected by username and password. The password must meet the security requirements specified in the registration form, especially those

in respect of the number of characters and character types. The access password must be protected and may not be provided to other persons.

- 7.2** If the User forgets his/her access password, a new password will be generated with the “Forgotten password” function and a link will be sent to the User’s email address to create a new password to his/her Account, along with the instructions for changing the password.
- 7.3** Login is done using the data provided by the User. Closing the Application, terminating data transmission, experiencing connection failure or switching the device off does not automatically result in logging out of the Application. In order to log out of the Application, the User must use the relevant option in the Application’s menu.
- 7.4** If a device, which was not adequately secured, with the Application installed is lost or stolen, the User must notify this to the Provider immediately.
- 7.5** The User is not authorised to allow third parties to use his/her Account. If the User fails to comply with this obligation, he/she is liable for any damage suffered by OMV or any third party in connection with his/her Account being used in the Application by a third party.
- 7.6** OMV recommends that the User should uninstall the Application from the device if he/she wishes to use the device no longer and give it to a third party.
- 7.7** OMV announces that it makes every effort to ensure a high degree of technical security of the Application and Users’ data. However, OMV announces that the Application may be found vulnerable to certain threats in the future given the particularities of information technology. For this reason, OMV recommends updating the Application and announces that it may occasionally release reports with instructions about security guidance for the use of the Application.

8. Personal Data Processing

- 8.1** If the User grants consent to the processing of location data in his/her device, the nearby OMV Fuel Station localisation feature will be activated, not only in terms of distance preference, but also in terms of services and goods offered by the particular OMV Fuel Station. In such a case, to ensure the most accurate results, it is necessary to turn on the GPS function on the User’s device. These data are used solely for locating an OMV Fuel Station and are stored and retained exclusively on the User’s device.
- 8.2** The User can use the function of saving/storing other loyalty and customer cards of other promoters/retailers – saving/uploading a specific EAN code. OMV does not record transaction-related data or other information related to the loyalty schemes of other promoters/retailers. The processed data (EAN code) is used solely for the application of a loyalty card at a particular provider and is stored and retained exclusively on the User’s device.
- 8.3** Information regarding the processing of Users’ personal data is available in Article 11 of the Terms of the OMV Loyalty Scheme available in the Application (applicable primarily to the Users who participate or wish to participate in the OMV Scheme) and in the footer of the www.omv.cz website.

9. Disabling the User and Terminating the Application

- 9.1** For a serious reason (such as a reasonable suspicion that a User violates the Terms of Use) that affects the use of the Application, OMV may disable the User. Disabling the User also disables the User’s Account and the User is prevented from using the OMV Scheme and some of the Application features.
- 9.2** The disabling of the Application along with the reason will be notified by OMV to the User by email. The Application will be disabled for a time as may be necessary to clarify the situation.
- 9.3** Once the issue is clarified, OMV will consider the investigation’s conclusions and:
 - a) enable the User and restore his/her Account;

- b) exclude the User from using the Application in the event as referred to in Article 9.5, and notify the reason by email.
- 9.4** The Application is used on a voluntary basis and the User may remove the Application from his/her device any time without having to specify any reason. Revoking consent to the Terms of Use or the Terms of the OMV Loyalty Scheme results in terminating the Application.
- 9.5** The Provider may exclude a User from using the Application with immediate effect if the User violates the Terms of Use grossly or recurrently (in spite of a prior notice from the Provider), particularly by unlawful interference with how the Application works.
- 9.6** If the User is excluded, pursuant to Article 9.5, from using the Application, this along with the reason will be notified the User's email account.

10. Data Deletion

- 10.1** The User's Account can be anonymized or deleted at the User's request via the Application by the "Delete Account" button. This option is offered both to Users with mobile devices with iOS operating systems who can download the Application through Apple App Store, and to Users with mobile devices with Android operating systems who can obtain the Application from the Google Play store operated by Google. For more information on terminating the User's Account by terminating the subscription to the OMV Scheme, please refer to the Terms of the OMV Loyalty Scheme available in the Application and on the www.omv.cz website or contact us. Please note that Account deletion will lead to the deletion of all personal data and it cannot be recovered.
- 10.2** The User can also disable the Facebook Login to the User's Account by following these instructions: (i) once logged onto Facebook account on the website, click on the three-line menu icon (in the mobile app) or your profile photo (on the web interface) (ii) click on "Settings & privacy" → "Settings"; (iii) click on "Apps and websites" on the left or expandable menu and then (iv) select the button "Remove" to revoke the log-in permission from the Application or "View and Edit" to modify it.
- 10.3** The procedure referred to in Article 10.2 will result in the complete deletion of all data linked between the Application and the User's Facebook account that is used to log into the Application via the Facebook account, without any possibility of recovery. Also, if you delete your Facebook account, all the data associated with the Facebook account will be deleted from the Application.
- 10.4** The User who logs into the Application with a Google Account may delete their Google Account as follows: (i) check that you are logged into your Google Account; (ii) select "Manage your Google Account" in your application menu or go to <https://myaccount.google.com>; (iii) find the "Security" section in the left-hand column and search for "Your connections to third-party apps and services" or go to <https://myaccount.google.com/connections>; (iv) in the "Sign in with Google" section, select the service you want to remove access to, click "See details" and select "Stop using Sign in with Google".
- 10.5** The User who logs in to the Application using an Apple ID may stop using this feature by (i) going to Settings on your Apple mobile device and click on your name; (ii) select "Sign in & Security" and then "Sign in with Apple"; (iii) choose the application for which you want to remove access to Sign in with Apple option and select "Stop using Apple ID". Alternatively, the User may delete the Application's permission to log in via Apple ID on the web interface by: (i) logging into appleid.apple.com; (ii) selecting "App-specific passwords" under "Sign-in & Security"; (iii) select the "Remove" button next to the specific password option you wish to delete. Alternatively, select "Delete all passwords" if you want to cancel all Sign-ins at once.
- 10.6** In addition to the "Delete Account" option set out in Article 10.1, the Users of Google Play have the option to delete their Account by visiting the website <https://www.omv.cz/cs-cz/omv->

[mystation-v-cesku](#) and request deletion of their Account without having to download the Application, or send an email to podpora@omv.com.

11. Intellectual Property

- 11.1.** Giving consent to the Terms of Use, the User acknowledges that all copyrights, rights in trademarks or other intellectual property related to the Application which are not reserved to a different person under separate legislation or licences belong to the Provider and are subject to relevant legal regulations.
- 11.2.** It is forbidden to assert these intellectual property rights or use the services and features of the Application for purposes other than those accurately specified in the Terms of Use or the Terms of the OMV Loyalty Scheme. The User is fully liable for any damage caused to the Service Provider as a result of using the name or trademarks of the Application or other intellectual property rights of the Provider without the Provider's consent or contrary to the Terms of Use.
- 11.3.** By disclosing any content in the Application, the User represents that he/she enjoys the rights to disclose that content.

12. Final Provisions

- 12.1.** The Provider reserves the right to update and change the Terms of Use from time to time. Such changes will be notified to Users via notifications in the Application in advance. The new or updated Terms of Use take effect on the date specified in the notification but no sooner than 14 (fourteen) days of the date of the notification; technical or informational changes and changes which do not put Users to a worse position may be effected in a shorter time.
- 12.2.** If the User does not agree with the new Terms of Use, he/she may remove the Application from his/her device.
- 12.3.** Complaints about the Application must be posted to the Provider's postal address or sent electronically to podpora@omv.com. Each complaint must be responded to within 14 (fourteen) days by admitting it or notifying why the complaint is not admitted, by a registered letter or email to the User's address specified in the complaint.
- 12.4.** Cases not regulated in the Terms of Use are governed by the laws of the Czech Republic, in particular the Civil Code and Act No. 634/1992 Sb., the Consumer Protection Act, as amended, and Act No. 480/2004 Sb. regulating information society services and amending some acts (the Some Information Society Services Act), as amended.
- 12.5.** The Provider and the User will seek to resolve by agreement any dispute between them in connection with the use of the Application.
- 12.6.** If a consumer dispute arises between the Provider and the User in the position of a consumer and is not resolved by agreement within thirty (30) days, the User in the position of a consumer may file an out-of-court settlement petition with the pertinent body, which is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2, email: adr@coi.cz, web: adr.coi.cz. As a consumer the User can also use the European ODR (Online Dispute Resolution) platform available at <http://ec.europa.eu/consumers/odr/>.
- 12.7.** The terms of use of the OMV Mobile Application enter into effect on 1. 5. 2022. Updated on 15. 8. 2024.