

GENERAL BUSINESS TERMS AND CONDITIONS FOR THE VIRTUAL CARD SYSTEM ("Terms and Conditions")

1. RECITALS

- 1.1. Plzeňské městské dopravní podniky, a.s., registered in the Commercial Register maintained by the Regional Court in Pilsen, file no. B 710, ID: 252 20 683, VAT ID: CZ25220683, registered address at Denisovo nábřeží 920/12, Východní Předměstí, 301 00 Pilsen (the "Operator"), as the operator of the Virtuální Karta ("Virtual Card") system, which is based on using a bank card and mobile app in the form of a passenger identifier for assigning a product, i.e., long-term travel tickets (prepaid passes), and controller of identifier holder accounts and product purchases (the "System"), hereby issues these Terms and Conditions. These Terms and Conditions apply for the complete Virtual Card System, in which special third-party systems connected to the Virtual Card System may also operate. The subject connected to System and its products are identified as: www.plzenskakarta.cz or www.virtualnikarta.cz,
- 1.2. These Terms and Conditions stipulate the rights and obligations of the contracting parties in using System services and become binding for the user of the System upon their registration in the System.
- 1.3. A System User is understood to be a natural person who registers to System and opens a user account in System.
- 1.4. The contractual relationship between User and Operator is established upon the completion of registration and is entered into for an indefinite period (the "Agreement"). For registration, only an email address and password are required. To complete registration, the email address that was entered must be verified by User clicking on the link sent by Operator to the email address given by User. Registration must be completed within no more than 30 days, otherwise registration is not completed. Operator confirms completion of registration by email.
- 1.5. For each individual service, a contractual relationship between User and Operator is established upon the completion of a specific transaction or operation (e.g., loading or topping up a prepaid time-restricted pass) via System, solely and only for that specific transaction and operation.
- 1.6. All communication between User and Operator is electronic, via email.

2. GENERAL PROVISIONS

- 2.1. These Terms and Conditions are governed solely by the Czech legal code. Operator is entitled to unilaterally change these Terms and Conditions. Operator informs User of changes made by publishing them on the website www.virtualnikarta.cz no less than 2 months before the change(s) to the Terms and Conditions go into effect. If a new service or product is launched, the change may be announced on the date of launch. User is entitled to terminate the contractual relationship relating to the use of the System within this period (i.e. within 2 months of the date the changes to the Terms and Conditions are posted on the internet), effective from the date of delivery of this written termination to Operator. In such case, termination of the Agreement is understood to be the elimination of User's record in Operator's database in the System and, if applicable, payment of the corresponding part of the prepaid time-restricted pass from the date the termination of Agreement goes into effect. Otherwise, User is considered to agree with the changed Terms and Conditions and is bound to this change once it goes into effect.
- 2.2 Because the Virtual Card System is directly connected to the Pilsen Card system, upon registering to System User also accepts the General Terms and Conditions for the issuance and use of chip storage devices issued or registered in the Plzeňské městské dopravní podniky, a.s. card ticketing system / Terms and Conditions for the issuance and use of electronic funds, which can be found at the website www.plzenskakarta.cz ("T&C PC").
- 2.3 If the registration of User also aims to use the separate system services of a third party connected to the Virtual Card System, User is obliged to express consent with the terms and conditions of the specific separate system or service provider ("Separate System"), with which User also has the opportunity to become familiarised. By registering to the System, User confirms that they have become familiarised with and unconditionally consents with such terms and conditions of third party's Separate System. The conditions for use of the specific Separate System as well as the rights and obligations of the contracting parties will be addressed pursuant to the rules and conditions issued by the third parties.

3. VIRTUAL CARD – IDENTIFIERS

- 3.1. System makes it possible to load a prepaid time-restricted pass (“Travel Pass”) pursuant to the valid Tariff of the specific transportation company connected to System for any passenger category and for any time period.
- 3.2. The following identifiers may be used as prepaid ticket storage devices:
 - a) Mobile phone with the Virtual Card app installed on it (the app can be used on phones with Android 6 and higher or iOS operating systems)
 - b) Contactless bank card issued according to VISA rules or a MasterCard
- 3.3. The purchased product is always bound solely to User, i.e. it is non-transferable.

4. RULES FOR USING AN IDENTIFIER AS A PREPAID TICKET STORAGE DEVICE

- 4.1. Start:
 - a. Completion of registration in System
- 4.2. End:
 - a. Upon the death of User, upon on the date of dissolution of the legal entity, or upon the cessation of activity by the self-employed person
 - b. Upon written termination of the Agreement by Operator:
 - i. Operator may terminate the Agreement if the identifier was used contrary to these Terms and Conditions or contrary to other binding regulations, or if the identifier has been abused by a third party. The Agreement expires upon delivery of termination to User; in this case no notice period applies.
 - ii. Operator may also terminate the Agreement if User abuses the System over the long term. For the purposes of this provision, long-term abuse of the System by User is considered not completing any transactions (transactions involving loading or removing service) for a period of 2 years since the last completed top-up or removal transaction or since registering to the System without completing any transactions. In this case, Agreement expires upon the elapse of the notice period, which is 2 months and starts to elapse on the date following the date on which written termination was delivered to User.
 - c. Upon written termination of the Agreement by User. User may terminate the Agreement with no reason given. The Agreement expires upon delivery of written termination to Operator to the email address pmdp@pmdp.cz.

5. PERSONALISATION AND VERIFICATION OF THE USER ACCOUNT, IDENTIFICATION OF USER

- 5.1. User must personalise their user account to be able to fully use the System; specifically, the user account must be linked to a specific natural person, and based on the verification that is performed, Operator must recognise them as a full System User, i.e., Operator must verify them in the manner defined hereinunder. If there are any doubts, Operator is entitled to reject verification of the user account online and request that User come in person to Operator’s Customer Service Centre, defined in the Pilsen Card Terms and Conditions, to perform a positive identification of User, or that User appear at the Customer Service Centre of the collaborating subject. In such case, User is not entitled to use System services until User is positively identified.
- 5.2. To personalise the user account, User must enter and upload the following to the System:
 - a. First and last name;
 - b. Date of birth;
 - c. Address of residence;
 - d. Email address;
 - e. Telephone number;
 - f. ID photograph showing User’s current likeness;
 - g. Bank account number – only in case of cancellation of the paid travel pass.

User is obliged to enter their personal data (in their user account) completely, correctly and truthfully; abuse of a third party’s personal data is strictly prohibited. User is accountable for the accuracy and completeness of the personal data entered.

- 5.3. To verify User's account, Operator carries out a verification process: either in an automated manner, if User is a holder of a chip storage device (Pilsen Card or other versions recorded in the Pilsen Card system) and they are already entered in the database of Operator (the personal data controller of Pilsen Card holders); or manually, if Operator has no information on record about User or if the information stated by User does not match Operator's database. If the user account can be verified, Operator changes the User's status to "verified"; if it cannot be verified, Operator will contact User. User acknowledges this procedure and does not object to it.
- 5.4. If User's account cannot be verified for whatever reason and/or if User is interested in purchasing a reduced fare ticket from Operator, the user account must be verified by positively identifying User in person at Operator's Customer Service Centre, where User must appear. Without this step, User will not be entitled to use System services. The terms herein apply accordingly for products of third parties connected to System; however, the requirement to positively identify User upon purchase of a reduced fare ticket may be waived. In any case, if it is proven that User was not entitled to purchase a reduced fare ticket, the procedure under 5.9 and/or 4.2 (b) of these Terms and Conditions shall apply.
- 5.5. Operator is obliged to verify the user account within 14 days of the user account being personalised.
- 5.6. After verification, Operator will assign a numerical code to User for use in communication with the hotline.
- 5.7. User is obliged to regularly update all data stated in the user account and keep data current so that they correspond to User's actual and current status. If there is a change to the data recorded in Operator's database, User is obliged to immediately report the change to Operator by changing the data in System's user account.
- 5.8. With regards to the ID photograph, User is obliged to update the photo so that it corresponds to User's actual likeness. Otherwise, Operator is not responsible for any problems that may arise when User is asked to present their ticket inside a public transportation vehicle. Whenever User's ID photograph is changed, Operator reverifies the new user account and proceeds as described hereinabove.
- 5.9. If Operator or another party connected to System find that the ID photograph uploaded to the user account by User does not correspond to User's actual likeness pursuant to 5.2 (f) of the Terms and Conditions, or if the photograph is of poor quality and User's likeness cannot be distinguished, User shall be contacted via the email address they have entered and invited to take corrective action within a designated grace period. User may use the user account for the duration of this period; however, they risk that there may be problems positively identifying user during a ticket check. If User does not take corrective action regarding the uploaded photograph by the designated deadline, Operator has the right to block their user account from the day following the elapse of the deadline set to take this corrective action. Operator will not inform User of this step. For the duration of the validity of the loaded or topped-up pass, User may submit a written request for the return of the remaining unused prepaid amount; however, the amount returned will correspond to the period starting from the receipt of the request to return the unused prepaid amount until the end of the loaded or topped-up prepaid pass.

6. LOADING AND USING THE IDENTIFIER

- 6.1. In the System, User is entitled to perform transactions and operations consisting of purchasing prepaid time-restricted passes on identifiers under the conditions stated in the Terms and Conditions for topping up e-money and making online purchases of prepaid time-restricted passes on the Pilsen Card or other versions published here: <https://eshop.plzenskakarta.cz/eshop/> and used here accordingly. For transactions and operations consisting of the purchase of products on third-party identifiers, the terms and conditions of those third parties shall apply.
- 6.2. The relevant transactions or operations are loaded to the identifier within 2 years of their completion.
- 6.3 User undertakes to use the travel pass loaded onto the identifier in accordance with these Terms and Conditions for its intended purposes and in a manner that prevents its misuse or loss.
- 6.4. Operator reserves the right to block the identifier if it is used contrary to these Terms and Conditions or to the law.
- 6.5. Operator as such is not responsible if the identifier is not functioning.
- 6.6. User is obliged to monitor the validity of their identifier. Ticket checkers will not accept a ticket loaded to an invalid identifier.

7. LOSS OR THEFT OF IDENTIFIER, CHANGE OF IDENTIFIER

- 7.1. In the event of loss or theft of the identifier that the travel pass is loaded onto, User is entitled and obliged to block the identifier in a proper and timely manner on their user account. Subsequently it is possible to request the travel pass be transferred in the System to a different User identifier.
- 7.2. User is entitled to transfer the travel pass themselves to another identifier on their user account at any time.
- 7.3. If the identifier is changed, the travel pass will become active within 2 hours of the change.
- 7.4. If the identifier or loaded travel pass is not functioning, User is obliged to immediately inform Operator.

8. PMDP'S OBLIGATIONS AND RESPONSIBILITIES AS THE SYSTEM OPERATOR

- 8.1. Operator is responsible and accountable for the following:
 - a. The proper and timely loading of the travel pass to the identifier pursuant to these Terms and Conditions;
 - b. The timely and error-free execution of transactions and operations pursuant to these Terms and Conditions;
 - c. The observation of all legal safety standards and protective measures necessary for this type of product, and the safety of all operations carried out pursuant to these Terms and Conditions;
 - d. Operation errors if caused by a failure of equipment under the direct or exclusive control of Operator, and this failure was not caused intentionally or consciously by User or User's actions in defiance of these Terms and Conditions.
- 8.2. Operator is not responsible or accountable for the following:
 - a. Non-performance of operations or operation errors on equipment not under their direct or exclusive control;
 - b. Damage suffered as a result of the loss, theft, or non-functioning of the identifier, or due to its use contrary to these Terms and Conditions and breach of these Terms and Conditions or regulations.

9. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF SYSTEM USERS

- 9.1. User is entitled to obtain via System prepaid time-restricted passes pursuant to the current Tariff of the specific transportation company connected to System.
- 9.2. User is obliged to use the identifier with the travel pass in accordance with these Terms and Conditions, or with the Terms and Conditions of a third party, and particularly must comply with all principles agreed to herein that enable the use of the identifier. User is responsible for a third party's unauthorised attempts to misuse the travel pass if User has not reported the loss or theft of the identifier pursuant to Art. 7 of these Terms and Conditions.
- 9.3. When registering to the System and personalising their user account, User is obliged to state only their own correct and valid personal data and must not misuse or otherwise infringe on the rights of third parties. In the event of any finding of non-compliance with this obligation, User bears full responsibility for any damages arising to Operator and/or to a third party.
- 9.4. User is obliged to keep their personal data pursuant to 5.2. of the Terms and Conditions current and valid.

10. RETURNS AND PROVISION OF INFORMATION

- 10.1. The conditions under which User can exercise their rights arising from liability for product and service defects associated with System, including but not limited to operation errors, and the conditions for submitting complaints about Operator's actions in providing services pursuant to these Terms and Conditions, etc., are regulated in the Operator's Refund Policy, which is posted on the website www.pmdp.cz and at sales outlets listed at www.pmdp.cz. Defects in third party products and services are governed by their terms and conditions, and in such case, Operator is responsible solely for the proper operation of System.
- 10.2. User has the right to communicate with Operator via the Hotline at telephone number 371 655 600 or by email at info@pmdp.eu.

11. CONFLICT RESOLUTION

- 11.1. If, in accordance with these Terms of Business and Operator's Refund Policy, User duly lodges a complaint or claim against services provided by Provider, or if User demands other corrective action from Provider and the dispute is not resolved through mutual consent between User and Operator, User has the right to contact the following subject competent to resolve out-of-court consumer disputes: Czech Trade Inspection Authority, Central Inspectorate, ADR Department, Štěpánská 15, 120 00 Prague 2, www.coi.cz.

12. PROTECTION OF PERSONAL DATA

- 12.1. All data entered by User to personalise their user account, including the email address entered to register to the System, are recorded in the database of Operator (the personal data controller) and Operator may provide these personal data to a third party/personal data processor only if such processor provides Operator with sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of applicable legislation regarding the protection of personal data and ensuring the protection of the rights of the data subject.
- 12.2. Operator is obliged to respect and follow legislation relating to the protection of Users' personal data. Detailed conditions regarding information designated for Users are listed in the personal data protection policy (Information about personal data processing and instruction on rights associated with the protection of personal data) posted on www.pmdp.cz under "Mandatory published information/Protection of personal data". User has the opportunity to become familiarised with these conditions before registering to the System.
- 12.3. Personal data will be processed in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation), and the respective Czech transposition law on processing personal data ("Regulation" or "GDPR"). Provider confirms that it takes care to fulfil the basic principles of lawfulness, fairness, transparency, purpose limitation, data minimisation, accuracy, storage limitation, integrity and confidentiality, and accountability of the personal data controller. The rules for processing personal data are defined in Provider's internal guidelines.
- 12.4. Because all of the personal data requested from the data subject are essential to enter into and subsequently perform Agreement, during which such personal data are processed, Users (data subjects) are not asked for consent with processing personal data for this purpose. If the processing of personal data would require the data subject to express consent with processing his/her personal data, Provider will request this consent.
- 12.5. Personal data will be processed for the period absolutely essential, i.e., for the period the contractual relationship or other legal basis is in place. After losing the legal reason, the personal data will be destroyed or anonymised. Personal data will be processed in digital form in an automated manner.

13. CLOSING PROVISIONS

- 13.1. All information about System and how it can be used is listed at the website: www.virtualnikarta.cz.
- 13.2. At any time for the duration of the Agreement, User is entitled to request that Operator provide information about the Agreement and its contents, including further information about Operator and the character and conditions of the provision of services and the exercise of rights and obligations under the Agreement and these Terms and Conditions.
- 13.3. These Terms and Conditions are effective from 13 May 2021.