

Valid from 11 December 2011

## **CUSTOMER IN-KARTA CARD APPLICANT'S CONSENT TO PROVISION OF PERSONAL DATA:**

A contractual relationship between the issuer and the cardholder arises at the moment of takeover of the In-karta card, or on the first day of the term of the validity of a provisional In-karta card with a selected application per the TR 10 Tariff. The signed "Request/Contract on the Issue and Use of an In-karta Card" changes into a Contract on the Use of Electronic Monetary Means, which becomes effective when monetary means are deposited, and is governed by the "Terms and Conditions for the Issue and Use of In-karta Cards as an Electronic Monetary Means Containing Electronic Money".

Unless specified otherwise in these terms and conditions, the legal relationships arising under this contract between the issuer and the holder of electronic payment means is governed by Act No. 513/1991 Coll., Commercial Code, as amended.

By concluding this contract, the holder of an In-karta card or his or her statutory representative (for persons under 15 years of age) enters into a commercial relationship with the issuer and thereby grants consent to the issuer to the processing of his or her personal data in accordance with the provision of Section 5 (5) of Act. No. 101/2000 Coll., on personal data protection, as amended.

The length of the warranty period of the In-karta card is 24 months from the date of issue. The period for storage of an unretrieved In-karta card at the distribution point is 90 days from the date set for issuing the card (the card's date of issue is communicated when the application is submitted). In-karta cards not retrieved during the specified period will be blocked and sent for shredding. Also by signing the contract on the issue of an In-karta card, the applicant confirms that he or she is familiar with the entire contents of the Terms and Conditions for the Issue and Use of In-karta Cards, which are an integral part of this contract, that he or she has understood them and that he or she expressly agrees to them. He or she further declares not to have signed the contract in distress or unfavourable circumstances.

Provision of personal data when submitting a request for an In-karta card and in further handling of personal data when using an In-karta card is governed by Act No. 101/2000 Coll., on personal data protection and on a change to certain laws. České dráhy, a.s. (ČD, hereinafter the administrator) collects, retains and processes, independently or also by means of contractually authorised processors, voluntarily provided required information: name, surname, date of birth, place of birth, address, photograph, application type, signature; for children under 15 years of age, name, surname, date of birth, place of birth, address of statutory representative, telephone number, and email address if you use email. Further, the administrator processes independently or also by means of contractually authorised processors, data directly relating to the card (In-karta card identification number, In-karta card chip number) and the life cycle of the In-karta card, i.e. data operations performed in relation to the In-karta card and its holder (e.g. change of application, blocking and unblocking the card, information updates, information connected with the use of an electronic wallet, etc.). Upon inspection of an In-karta card on the train, data about the inspection performed are immediately anonymised (thus it is not possible to track the movements of an In-karta cardholder).

## **PERSONAL INFORMATION IS PROCESSED FOR PURPOSES OF:**

- issuing the In-karta card and administering its life cycle, administering applications on the In-karta card;
- using services accessible to the cardholder;
- performance of the transport contract and inspections of the legitimacy of the use of transport products per the terms and conditions set out in the relevant Tariff and in the ČD Contractual and Transport Terms for Public Passenger Transport (SPPO);
- using the In-karta card as an electronic payment means;
- protecting the subject of the data against an error on the part of the administrator, against unreliability of media, recording technology and system error;
- protection of the subject of the data against abuse of his or her personal data by a third party and collection of data for revealing such an attempt;
- use of the In-karta card at facilities without a card reader;
- collecting information for any claims proceeding – for the purpose of verification and to make possible an objective assessment of the legitimacy of a potential claim of non-use (partial use) of a service on the part of the subject of the data;
- collection of information for direct marketing activity.

Personal data are processed by the administrator and contractual partners who accept the In-karta card for the duration of the contractual relationship between the administrator and subject of the data, or until revocation of consent by the subject of the data. A list of contractual processors of personal data and a list of contractual partners who accept the In-karta card are available on [www.cd.cz](http://www.cd.cz).

Provision of optional contact information serves for individual communication with the customer (the subject of the data), and thus ensures a higher level of services provided. The administrator undertakes to conduct a liquidation of personal data (physical erasure or anonymisation of personal data processed in electronic form, and shredding of non-electronic documents) as soon as the purpose for which they were processed disappears, or on the basis of a request by the subject of the data in accordance with the provision of Section 20 (1) of Act No. 101/2000 Coll., on personal data protection, as amended. For In-karta cards with an activated electronic wallet, personal data will be liquidated after five years have elapsed from the last operation with the In-karta card as an electronic monetary means in accordance with the provision of Section 20 (2) of Act No. 101/2000 Coll., on personal data protection, as amended.

The administrator considers all personal data to be confidential and uses them only for the purposes for which they were provided. Without the consent of the subject of the data, the administrator will not make personal data accessible to any party other than contractually authorised processors.

The subject of the data takes into account that his or her consent can be revoked in writing at any time, and the administrator will then perform a liquidation of personal data. In the event of revocation of consent, the subject of the data is required to return the In-karta card to the administrator. In this case, no compensation is provided for the non-use of services connected with the card.

If the subject of the data requests information about the processing of his or her personal data, or about their correction, the administrator is required to hand over this information without undue delay, or to correct the personal data.

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Every subject of personal data who determines or suspects that the administrator or the processor is processing his or her personal data in contravention of the protection of his or her private and personal life, or in contravention of the law, may request that the administrator or processor provide an explanation, and may also request that the administrator or processor remove a detrimental state of affairs which has arisen.

The subject of the personal data or his or her statutory representative may request that the issuer of the In-karta card erase his or her personal data from the administrator's records. This request must be submitted in writing at a distribution point. An essential condition for erasing the personal data of the subject of the data or of his or her statutory representative from the administrator's records is the termination of the contractual relationship with the issuer of the In-karta card and the cancellation of the In-karta card of the subject of the data who requested the erasure of personal data. A request to erase the subject's personal data will be considered by the issuer to be a request to terminate the contractual relationship with the subject of the data.