

Terms and Conditions for the Issue and Use of In-karta Cards as an Electronic Monetary Means Containing Electronic Money

Issuer: České dráhy, a.s. (hereinafter also the **issuer** or **ČD**)
Nábřeží L. Svobody 1222
110 15 Prague 1

I. Introductory Provisions

1. The Terms and Conditions for the Issue and Use of In-karta Cards as an Electronic Monetary Means Containing Electronic Money (hereinafter the **Terms**) correspond – with deviations specified in Art. I, para. 7 of these Terms – to the Model Terms and Conditions (hereinafter also **Model Terms**) for the Issue and Use of Electronic Payment Means issued by the Czech National Bank on 4 December 2002. The Terms are an integral part of the Request/Contract on the Issue and Use of In-karta/RailPlus Cards (hereinafter **Contract on the Issue and Use of In-karta/RailPlus Cards**).
2. The issuer is authorised to change these Terms without the prior consent of a ČD customer who, by taking possession of an In-karta card, has concluded with the issuer a Contract on the Issue and Use of In-karta/RailPlus Cards (hereinafter **In-karta cardholder**).
3. The issuer will inform the In-karta cardholder of a change to the Terms including their amended wording one month prior to when they take effect on a bulletin board at its distribution and sales points and on its website www.inkarta.cz.
4. The In-karta cardholder may retrieve the new wording of the Terms at distribution and sales points. If the In-karta cardholder, when filling in the Contract on the Issue and Use of In-karta/RailPlus Cards, filled in the optional contact information and indicated that he or she wished to receive informational materials, the issuer will notify the In-karta cardholder about the change to the Terms in this form as well.
5. Unless the In-karta cardholder terminates the Contract on the Issue and Use of In-karta/RailPlus Cards in writing prior to when the new Terms take effect, the new Terms, after taking effect, are considered to have been approved by the In-karta cardholder and to be binding.
6. All relationships arising under the Contract on the Issue and Use of In-karta/RailPlus Cards between the issuer and the In-karta cardholder are governed by the laws of the Czech Republic. Unless specified otherwise in these Terms, the legal relationships arising under the contract between the issuer and the In-karta cardholder are governed by law No. 513/1991 Coll., Civil Code, as amended.
7. These Terms (Section 17 para. 2 of law No. 124/2002 Coll.) correspond to the Model Terms with these deviations:
 - a. Article IV of the Model Terms further recommends that the In-karta cardholder be informed about a change to the Terms individually and in an agreed manner; these Terms in Art. I para. 3-5 guarantee individual provision of information, provided the In-karta cardholder specified the so-called “optional information” (address, e-mail address) in the Contract on the Issue and Use of In-karta/RailPlus Cards that enable the issuer to inform the In-karta cardholder of a change; in addition, the information is available at the issuer’s distribution points and on www.inkarta.cz.
 - b. Article V of the Model Terms recommends allowing the In-karta cardholder to verify the last 5 operations performed using the electronic monetary means; these Terms in Art. IV, para. 8 specify the option for the In-karta cardholder to verify the last operation on site and the option to receive a summary overview for a requested period at the issuer’s distribution points; information about transactions performed is also available on www.inkarta.cz upon entering the In-karta cardholder’s identifying information.
 - c. In these Terms, in Art. IX, para. 5, the issuer offers the In-karta cardholder, over and above the Model Terms, the option of the issuer taking over responsibility for blocking an In-karta card at its own facilities and at those of its contractual partners after 5 calendar days following the day on which the request to block the In-karta card was made.

II. Basic Concepts

1. **In-karta** - a non-contact customer chip card – it is an electronic monetary means containing electronic money. By means of electronic money, the In-karta cardholder makes cashless payments for travel documents, payments for the issuer's merchandise and services, and payments for the services and merchandise of other contractual partners participating in the In-karta system (hereinafter **contractual partners**). The In-karta card identifies the In-karta cardholder and the issuer by means of identifying information recorded electronically on the In-karta card. The In-karta card is made out of plastic and measures 85x54 mm. The card contains a chip and communication antenna. The front of the In-karta card bears an In-karta identification number, a photograph, and identifying information of the In-karta cardholder. It also bears the logo of the In-karta system, the logo of the issuer and the logos of contractual partners. The back side of the In-karta card bears the issuer's business name and information for the In-karta cardholder.
2. **Issuer of the In-karta card.** The issuer of the In-karta card is České dráhy, a.s. with registered office at Nábřeží L. Svobody 1222, Prague 1, ID No. 70994226. The issuer issues In-karta cards to physical persons.
3. **In-karta cardholder.** The In-karta cardholder is the person whose name is specified on the In-karta card and the person to whom the In-karta card was issued for use based on a request.
4. **Distribution points** are operated by the issuer. These are places where the In-karta cardholder can submit a request for the issue of an In-karta card. At these places the In-karta card is also issued to the In-karta cardholder. Distribution points also serve for recharging electronic money and as places where customers can request that In-karta cards be blocked and where customers can file claims. A database of customers to whom the issuer issues In-karta cards is maintained by the issuer. A list of distribution points is available on www.inkarta.cz.
5. **Sales points** are operated by the issuer of the In-karta card as well as by the issuer's business partners. These are places where the In-karta cardholder can use his or her In-karta card and make use of the services of a contractual partner. Sales points receive lists of blocked In-karta cards. Lists of sales points and services provided are available on www.inkarta.cz.
6. A **sales document** (hereinafter also document) is a document in which the In-karta cardholder is informed about the performance of an operation, and about the balance before and after the operation was performed. This document also serves for use by an auditing body, and must be retained for possible claims against a payment operation.
7. **Charging up / recharging an In-karta card.** The concept of charging up / recharging an In-karta card is understood as a deposit of electronic money onto the In-karta card in a set method (e.g. in cash, by means of a payment card, using the e-Shop – a list of allowed methods is available on www.inkarta.cz).
8. **In-karta card account.** The concept of the "In-karta card account" is understood as a record of electronic money kept electronically on the basis of data centralisation on the charging up and use of an In-karta card.
9. **Blocking an In-karta card.** Blocking an In-karta card represents a restriction on the use of electronic money on the In-karta card in technical equipment.
10. **Blacklist** or also **List of Blocked In-karta Cards.** The List of Blocked In-karta Cards is a list of cards with restricted use which is distributed to all distribution and sales points for the purpose of blocking In-karta cards when used with the relevant equipment. The List of Blocked In-karta Cards is updated at least once per day.

III. Issue of In-karta Cards

1. The issuer issues In-karta cards in accordance with generally binding legislation.
2. The issuer produces an In-karta card on the basis of a filled in pre-printed form for a Contract on the Issue and Use of In-karta/RailPlus Cards after fulfilment of the essential terms and conditions for its issue on the part of the In-karta cardholder. After filling in the requested information, the In-karta cardholder hands over the form to the issuer at the issuer's distribution point. The form thus filled in is considered a petition for the conclusion of a Contract on the Issue and Use of In-karta RailPlus Cards. The In-karta cardholder is responsible for the truthfulness of the information provided. After confirmation of receipt of the request by the issuer, the In-karta cardholder will receive a carbon copy of the filled-in form together with the valid Terms. The issuer can refuse to issue an In-karta card even without providing a reason.

3. A contractual relationship between the issuer and the In-karta cardholder arises at the moment of takeover of the In-karta card. The signed form changes into a Contract on the Use of Electronic Money, which is effective as of the first deposit of electronic money (the first charge-up) of the In-karta card.
4. A statutory representative is required in order to issue an In-karta card to children under 15 years of age, and to issue an In-karta card to other persons for whom this is required.
5. By signing the form, the In-karta cardholder grants his or her consent for the issuer (or another entity authorised by the issuer) to hand over to its contractual partners information essential for the use of the In-karta card, and to inform its contractual partners in the event of a violation of the Terms on the part of the In-karta cardholder.
6. In order to verify the correctness of the information provided, the In-karta cardholder will present, along with the filled in form for a Contract on the Issue and Use of In-karta/RailPlus Cards, also a piece of personal identification issued by a state administrative body bearing a photograph of the In-karta cardholder (e.g. civic identification card, passport, driving licence) together with a credible ID-card photograph measuring 3.5 x 4.5 cm.
7. In-karta cards are non-transferable.
8. In-karta cards are issued by the issuer at distribution points only.
9. The term of validity of an In-karta card ends with the passing of the day recorded on the In-karta card as the end of the term of validity. On the basis of a request by the In-karta cardholder (submitted prior to the end of its term of validity), the issuer can produce an In-karta card using the information and photograph already provided by the In-karta cardholder (hereinafter **successive In-karta card**).
10. The In-karta card is the property of the issuer. Prices for services and operations connected with the issue, use and redemption of electronic money are specified in Annex No. 1 to the Terms and are further updated on www.inkarta.cz.
11. For In-karta cardholders who took possession of their In-karta card prior to 9 December 2007 (hereinafter **current In-karta cardholder**), their original request for the issue of an In-karta card is considered to be a Contract on the Issue and Use of In-karta/RailPlus Cards as an Electronic Payment Means.
12. A current In-karta cardholder has the right, within one month from publication of the Terms, to express in writing his or her non-consent to the use of electronic money on his or her In-karta card, and thereby express his or her non-consent to the conclusion of the Contract on the Issue and Use of In-karta/RailPlus Cards between him or her and the issuer. A written expression of non-consent to the conclusion of the contract (hereinafter non-conclusion of the Contract on the Issue and Use of In-karta/RailPlus Cards) must be submitted at the address of the issuer's registered office. If a current In-karta cardholder expresses, within the set time period, his or her non-consent to the use of electronic money on his or her In-karta card, then he or she is not authorised to use the electronic money application on the In-karta card, and the provisions of the Terms relating to electronic money do not apply to him or her.
13. If, however, a current In-karta cardholder who has expressed, in the method stated above, his or her non-consent to the use of electronic money on his or her In-karta card should at any time in the future (during the term of validity of the In-karta card) express a desire to use electronic money and for this purpose visits the relevant distribution point to request a charge-up of electronic money on his or her In-karta card, then it is assumed that by this act he or she has expressed a desire to conclude a Contract on the Issue and Use of In-karta/RailPlus Cards with the issuer. At the moment of the electronic money charge-up, his or her original request for the issue of an In-karta card is considered to be a Contract on the Issue and Use of In-karta/RailPlus Cards as an Electronic Monetary Means, and these Terms are binding for him or her in their full extent.

IV. Use of In-karta Cards

1. The In-karta card can be used for cashless payments for services and merchandise at the issuer's sales points and at the sales points of other contractual partners in the In-karta system (hereinafter also **contractual partner**).
2. Payment is performed through a reduction of the balance of monetary value stored on the In-karta card.
3. The In-karta card, as an electronic monetary means issued to the In-karta cardholder and stores electronic money of a value corresponding to at most EUR 150.

4. The issuer does not investigate the legitimacy of operations performed by means of the In-karta card.
5. The In-karta card can only be used in accordance with the valid Terms and generally binding legislation. The issuer reserves the right at any time to stop or cancel the right of disposition of the In-karta card, or to refuse consent to certain kinds of payment operations performed with the In-karta card, and to block the In-karta card.
6. Electronic money is issued by the issuer at distribution points against the receipt of monetary means or on the basis of a cashless financial payment using a UNIPOK terminal or through the ČD eShop, in whole crowns and in a minimum value specified in Annex No. 1 to these Terms.
7. Payment for services or merchandise provided by the issuer (or its contractual partners) is performed using electronic money at sales points equipped with a payment terminal where the In-karta cardholder first selects the amount of the payment (or type of service) by announcing the subject of the cashless payment to service personnel or to a self-service device. The In-karta cardholder then performs the payment by holding the In-karta card to the card reader device.
8. A document is issued about the payment performed which provides information on the amount of the payment and the electronic money balance, among other information. The In-karta cardholder can request a summary overview of operations performed during a period of time at the issuer's distribution points. Information on operations performed is also available on www.inkarta.cz, after entering the In-karta cardholder's identifying information.
9. To ensure the security of operations performed with the In-karta card, the In-karta cardholder must ensure that the In-karta card is in the terminal's communication field for the period of time necessary for communication with the terminal, and must wait for a confirmation of the operation (with an auditory or optical signal, or with the printout of a sales document or other confirmation). The issuer bears no responsibility for damages in the event of an unconfirmed operation. Other than the possession and storage of the In-karta card and its use in accordance with the technical terms and conditions specified on www.inkarta.cz, no other technical requirements are placed on the In-karta cardholder.
10. A list of distribution points for the issue of In-karta cards and their recharging with electronic money, and a list of sales points accepting the In-karta card are available on www.inkarta.cz, as well as a valid overview of fees for services connected with the issue, use and redemption of electronic money. This information can be updated on an ongoing basis.
11. In the event that the In-karta cardholder lends his or her In-karta card to another person (provided the tariff terms and conditions of certain contractual partners in the system allow for the use of In-karta cards as transferable cards), the In-karta cardholder is fully responsible for all transactions, damages and expenses arising in consequence of his or her lending of the In-karta card to another person.
12. The end of the In-karta card's term of validity is specified on the card.
13. The issuer will verify the functionality of the In-karta card at every charge-up at a distribution point, and in the event of the card's loss it will exclude its functionality from operation.
14. The In-karta cardholder is not permitted to read from or write to the In-karta card with other devices than those belonging to the issuer and its contractual partners which are intended for use with the In-karta card.
15. After the In-karta card's term of validity has expired, the issuer (on the basis of a request) will issue and activate a new In-karta card for the In-karta cardholder. In so doing, the issuer is required to perform, without a fee, a transfer of the electronic money balance to the newly issued In-karta card, provided the request to issue an In-karta card was submitted prior to the end of the original In-karta card's term of validity.

V. Rights and Obligations of the Issuer

1. Prior to concluding the Contract on the Issue and Use of In-karta/RailPlus Cards, the issuer is authorised to verify the information about the In-karta cardholder from a piece of personal identification issued by a state administrative body bearing a photograph of the In-karta cardholder (e.g. civic identification card, passport, driving licence). In the event of a refusal to provide required information to the issuer or a refusal of its verification, the contract will not be concluded.
2. The issuer is authorised to collect, process and retain the In-karta cardholder's personal information for purposes of accounting records, accounting processing of sales, recording the legitimacy of discounts provided, issuing its own discounted tickets in accordance with the tariff system, for the purpose of

statistical evaluation of aggregated data on the transport of persons and on transport relationships, and for purposes of documenting the legitimate claims of the In-karta cardholder.

3. In processing personal information, the issuer is governed by law No. 101/2000 Coll., as amended, and takes such organisational, technical and staffing measures so as to ensure compliance therewith.
4. The issuer further undertakes to anonymise personal information from its database after 5 years have elapsed since the last operation with electronic money, in accordance with the provision of Section 20, para. 2), of law No. 101/2000 Coll., on the protection of personal information, as amended.
5. In the event of a violation of the Terms or the legislation cited above, the issuer is authorised to electronically block the functioning of electronic money until such time as the cardholder meets his or her obligations under the Terms and the legislation cited.
6. When the loss or theft of an In-karta card is reported, the issuer, at the In-karta cardholder's request, will block the electronic money no later than in five calendar days. The issuer also guarantees that within the same period of five working days from the report of a loss or theft it will ensure blocking also at the facilities of all its contractual partners that accept its In-karta cards.
7. The issuer bears responsibility for a lost amount of electronic money retained on the In-karta card and for incorrectly performed operations on the cardholder's card, provided the loss or incorrectly performed operation was caused by a failure of a means, instrument, terminal or other device, and this failure was not caused by the In-karta cardholder knowingly or through his or her actions in contravention of the Terms.
8. In the event of a dispute with the In-karta cardholder, the issuer will demonstrate that the operation which the dispute concerns was not influenced by a technical breakdown or other defect.

VI. Rights and Obligations of the In-karta Cardholder

1. The In-karta cardholder undertakes to respect the regulations stated above in Article IV of these Terms when using the In-karta card. When making a payment using electronic money to contractual partners, the In-karta cardholder is required to respect the sales or tariff terms and conditions of the relevant contractual partner.
2. When communicating with the issuer, the In-karta cardholder undertakes to provide, upon request, true and undistorted information about himself or herself. In the event of a change to such information, he or she is required to inform the issuer without undue delay.
3. In the event of the loss or theft of an In-karta card, the In-karta cardholder is required to report this fact to the issuer without delay as soon as it is determined.
4. Where required by law (e.g. for underage persons) the form is signed by a statutory representative who will present to the issuer a credible document from which the identifying information of the In-karta cardholder can be verified.
5. The In-karta cardholder is required to keep the In-karta card in its case, which is handed over together with the In-karta card.
6. In the event of damage, theft, loss of functionality or destruction, the In-karta cardholder has the right to request the production of a duplicate In-karta card and the transfer of the electronic money balance from the original In-karta card. During the In-karta card's term of validity, it is possible to request a maximum of nine duplicate In-karta cards. The issuer will transfer the electronic money balance from the previous In-karta card after processing all electronic money transactions, but no later than within 30 days from the blocking of the previous In-karta card.
7. Provision of optional contact information serves for individual communication with the In-karta cardholder, and thus ensures a higher level of services provided.

VII. Terms and Conditions for Redemption of Electronic Money

1. The issuer is required, on the basis of a request by the In-karta cardholder, to perform, during the In-karta card's term of validity, a redemption of electronic money in the nominal value for the nominal value for coins and notes or by means of a cashless transfer to the bank account of the In-karta cardholder (or that of the statutory representative, for children under 15 years of age or other persons for whom a statutory representative is required), who must demonstrate his or her identity in a credible manner.

2. The minimum amount of electronic money for a redemption and the amount of the expenses necessary for a redemption which the issuer is authorised to charge the In-karta cardholder are specified in Annex No. 1 to these Terms.
3. The issuer will perform a redemption of electronic money at distribution points.

VIII. Warranty and Claims

1. A 24-month warranty is provided on the functionality of an In-karta card, assuming its correct and careful use for the purposes for which it was intended.
2. The warranty does not apply to mechanical, heat, magnetic or other damage to the In-karta card caused by its incorrect use or external influences.
3. The In-karta cardholder is authorised to express his or her non-consent to an operation performed by the issuer or a contractual partner – i.e. a claim against an operation – at certain of the issuer's distribution points. The In-karta cardholder will fill in a claim protocol, to which he or she will attach all available related documents (sales document, etc.). Receipt of the claim protocol will be confirmed by an employee of the issuer at the distribution point.
4. The In-karta cardholder is authorised to file a claim against an operation no later than 30 days from the date on which the operation was performed.
5. The issuer will assess the operation in question no later than 30 days from the date on which the claim is submitted. In the event that the claim is granted, the issuer will pay out the granted amount of the claim to the In-karta cardholder.
6. If an erroneous operation was claimed unsuccessfully in accordance with these Terms, and the In-karta cardholder is unsatisfied with such a result, he or she has the right to appeal to a financial arbiter who decides disputes between issuers and In-karta cardholders regarding the issue and use of electronic money under law No. 229/2002 Coll., on the financial arbiter. Petitions for a hearing before a financial arbiter are submitted at the following address: Finanční arbitr ČR, Washingtonova 25, Prague 1, 110 00.

IX. Loss/Theft or Damage to an In-karta Card

1. In the event of the loss or theft of an In-karta card, the In-karta cardholder is required to report this fact to the issuer without delay, as soon as he or she determines it, at one of its distribution points in the form of a request to block an In-karta card or a claim pertaining to an In-karta card (or in another manner specified on www.inkarta.cz).
2. If the In-karta cardholder cannot submit a request to block the In-karta card or file a claim pertaining to the In-karta card in person, the report can be submitted by another person as well (e.g. spouse, colleague, etc.). In this case, the issuer can request that such a person present an officially certified power-of-attorney.
3. After receiving a report of the loss, theft or suspicion of misuse of an In-karta card, the issuer will take all reasonable measures to stop further use of the In-karta card, even if the In-karta cardholder committed gross negligence or fraud.
4. When reporting the loss or theft of an In-karta card, it is necessary to provide information from which it is possible to identify the In-karta card in question (e.g. In-karta card number, given name, surname, date or place of birth of the In-karta cardholder). It is further necessary to provide all circumstances known to the In-karta cardholder (or in exceptional cases to another person) about the loss, theft or suspicion of misuse of the In-karta card.
5. The issuer's responsibility for blocking the In-karta card at its own facilities and at those of contractual partners begins vis-à-vis the In-karta cardholder after five working days following the day on which the loss or theft of the In-karta card was reported in the prescribed method specified above.
6. The In-karta cardholder bears responsibility for the financial loss suffered in consequence of the loss or theft from the date of the report until the end of the period specified above. After the end of the specified period, the issuer bears responsibility. In the event that the In-karta cardholder committed fraud, the issuer does not bear responsibility.
7. In the event of any damage or defect to the In-karta card rendering the In-karta card's further use impossible (e.g. electronic defect or mechanical damage, etc.), the In-karta cardholder will hand over the damaged In-

karta card at one of the issuer's distribution points where it will be disabled. The fee for the transfer of an electronic money balance to a duplicate In-karta card (in the event that the damage occurred either through the fault of the In-karta cardholder or after the warranty period has expired) is specified in Annex No. 1 to these Terms. In such cases, the non-functionality of the In-karta card is assessed in accordance with the provisions of the valid Claims Policy of the issuer.

X. Dissolution of the Contract

1. The contract is dissolved by agreement of the contracting parties (as of the date specified in the agreement), by termination on the part of the In-karta cardholder or of the issuer, by dissolution of the organisation or by death of the In-karta cardholder.
2. Termination of the contract must be performed in writing. In the event of non-deliverability, the issuer will inform the In-karta cardholder in an agreed method. If no such method has been agreed, the termination is effective after 15 days from the publication of the termination on www.inkarta.cz.
3. The In-karta cardholder is required to return the In-karta card to the issuer within 15 days of when the termination becomes effective. During this period, the In-karta card is blocked in order to prevent possible misuse. During this period and until the return of the In-karta card, the issuer is not responsible for damages arising to the In-karta cardholder in connection with the In-karta card.
4. In the event of a gross violation of the Terms and Conditions for the Issue and Use of In-karta Cards on the part of the In-karta cardholder, the issuer is authorised to immediately withdraw from the contract even without prior notification of the In-karta cardholder.
5. In justified cases, especially if there is an immediate danger of damages being incurred, the issuer is authorised to block the In-karta card immediately and to terminate the Contract on the Issue and Use of In-karta/RailPlus Cards.
6. The In-karta cardholder is authorised to revoke in writing consent to the provision of personal information. Such a revocation must include identifying information about the In-karta card or the required information from the request for an In-karta card. The Contract on the Use of the In-karta Card is dissolved as of the date of delivery of the written revocation of consent to the issuer's distribution point.

XI. Effect

1. These Terms take effect on 12 November 2007.

XII. Annexes

1. Fee schedule for services connected with the issue and use of In-karta cards.

to the Terms and Conditions for the Issue and Use
of In-karta Cards Issued by České dráhy, a.s.

**FEES FOR SERVICES CONNECTED WITH THE ISSUE AND USE OF
ELECTRONIC MONEY ON AN IN-KARTA CARD AND ITS REDEMPTION**

valid from 12 November 2007

Service	CZK
Fees for transfer and handling of a refund of an electronic money balance	
• Transfer of an electronic money balance to a duplicate In-karta card	0
• Refund of a payment operation using electronic money – adjustment of an electronic balance for an authorised refund	0
• Refund of a payment operation using electronic money – in an unauthorised refund	50
Redemption of electronic money	
• Minimum amount of electronic money for a redemption	200
• Amount covering expenses necessary for performing a redemption of electronic money	50

Fees for operations connected with an In-karta card's lifecycle (e.g. issue and activation of an In-karta card, issue of a duplicate) are governed by the TR 10 Tariff.

Fees for services connected with the issue and use of an In-karta card and the amount covering the expenses for a redemption of electronic money shall be paid from the electronic money balance in the electronic wallet.

The minimum value of an electronic money deposit is CZK 100.

TERMS AND CONDITIONS FOR THE ISSUE AND USE OF IN-KARTA/RAILPLUS CARDS

WHAT IS AN IN-KARTA/RAILPLUS CARD?

An In-karta card is a non-contact chip card the size of a standard bank payment card, in which a Mifare DESFire® chip and antenna are integrated. The In-karta/RailPlus card's electronic circuits are loaded with voltage which is indicated in the antenna if placed in an electromagnetic field generated by a terminal or card reader (at a maximum distance of 10 cm from the card reader).

The In-karta/RailPlus card can serve as a carrier of electronic money (hereinafter also electronic wallet).

HOW TO CORRECTLY FILL IN A REQUEST

Fill in information in the request from left to right.

I request the issue of an In-karta/RailPlus card – please mark the selected application with an X. You can purchase the In-zákazník application for three consecutive years only; for the In-junior, In-senior and In-gold applications, circle the term for which you would like to order these applications (for the In-gold application, T means one week, 1M means one month, and 3M means three months).

Given name and surname – there can be a maximum of 40 characters printed on the In-karta/RailPlus card; please shorten a longer name for this purpose. Please fill in given name and surname without academic titles, which are not listed on the In-karta/RailPlus card.

Date of birth – please write your date of birth in DD/MM/RRRR format, e.g. 3 February 1975 as follows: 03/02/1975.

Place of birth – please specify the name of the municipality, and if applicable also district, municipal borough or country.

First date of validity – please fill in only if you wish to purchase your In-karta/RailPlus card in advance (max. 2 months). If you do not fill in this cell, the In-karta/RailPlus card's first day of validity will be the day when you submit your request at a ČD ticket issue point. The first day of validity of an In-karta/RailPlus card with the In-gold application can be no earlier than 28 days from the date of submission of the request.

IMPORTANT NOTICE

A ČD employee will accept only an undamaged (unwrinkled) and unfolded request including a photograph in ID-card format that reflects the applicant's true current appearance. The photograph must not be cut out of a different photograph, and must not be stamped and must be free of remnants of a hologram or other stickers, etc.

After submitting a request for the issue of an In-karta/RailPlus card and paying for the selected application – In-zákazník, In-junior or In-senior – you will receive a provisional In-karta card printed out on a blank ticket form, where your given name, surname, date of birth and the number of your In-karta/RailPlus card (which you will receive after production) will be printed, among other things. This provisional In-karta card is valid until you obtain your In-karta/RailPlus card, but no later than until the date specified on the provisional In-karta card. The provisional In-karta card serves to demonstrate eligibility for the selected inland discount. If you would like to use the RailPlus discount during the term of validity of the provisional In-karta card, you must submit a second photograph along with your request, and you will obtain a temporary paper In-karta/RailPlus card; it is not possible to request a temporary paper In-karta/RailPlus card subsequently. With the In-gold application you will obtain a confirmation of receipt of the request, which does not serve as a travel document; the first date of validity of your In-karta/RailPlus card with the In-gold application will be indicated on the confirmation.

Please keep the provisional In-karta card or confirmation of receipt of the request in a safe place! No compensation is provided for a lost provisional In-karta card or temporary paper In-karta/RailPlus card until the In-karta/RailPlus card is issued, nor can a duplicate be issued.

If, when you submit your request, you already know that he will not be able to retrieve your In-karta/RailPlus card in person, you should request authorisation for a different person to retrieve your In-karta/RailPlus card.

During the term specified on the provisional In-karta card (confirmation of receipt of the request), please stop by the railway station you specified to retrieve your In-karta/RailPlus card. When retrieving your card, please verify that the card's photograph, given name, surname, date of birth, and term of validity of three years from the issue date are in order. With the finished In-karta/RailPlus card you will obtain a confirmation with its identifying information; applicants for the In-gold application will pay the price of the selected application when retrieving the In-karta/RailPlus card and will receive a confirmation of payment.

The selected application can be returned no later than on the first day of validity specified on the provisional In-karta card or on the confirmation of receipt of the request.

WHAT TO DO IF YOU LOSE AN IN-KARTA/RAILPLUS CARD?

You can block an In-karta/RailPlus card at any ČD ticket issue point marked with the "In-karta" logo, on www.inkarta.cz, or by telephone on the customer line (telephone number 800 101 001). In order to block your In-karta/RailPlus card, it is necessary to enter or disclose to the operator your personal information and password. The password that you will receive when your In-karta/RailPlus card is issued can be changed. It is not possible to block an In-karta/RailPlus card without specifying a valid password. Your In-karta/RailPlus card will be blocked without a fee after verifying your personal information. A duplicate In-karta/RailPlus card can be requested only in person at a ČD ticket issue point. For the issue of a duplicate In-karta/RailPlus card or to unblock an In-karta/RailPlus card, a fee is charged per the TR 10 Tariff.

INFORMATION:

A contractual relationship between the issuer and the cardholder arises at the moment of takeover of the In-karta/RailPlus card, or on the first day of the term of 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/RailPlus 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/RailPlus 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 are governed by law No. 513/1991 Coll., Civil Code, as amended.

By concluding this contract, the holder of an In-karta/RailPlus 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 information in accordance with the provision of Section 5 para. 5 of law No. 101/2000 Coll., on the protection of personal information, as amended.

The length of the warranty period of the In-karta/RailPlus card or of the In-karta card is 24 months from the date of issue. The period for storage of an unretrieved In-karta/RailPlus card or In-karta card at the distribution point is 30 days from the day set for issuing the card (the card's date of issue is communicated when the request is submitted). In-karta/RailPlus cards not retrieved in the specified period will be blocked and sent for shredding.

By signing the contract on the issue of an In-karta/RailPlus card, the applicant also confirms that he or she is familiar with the entire contents of the Terms and Conditions for the Issue and Use of In-karta/RailPlus

Cards, which are an integral part of this contract, and that he or she has understood them and expressly agrees to them. He or she further declares not to have signed the contract in distress or under unfavourable conditions.

Provision of personal information when submitting a request for an In-karta/RailPlus card or an In-karta card and in further handling of this personal information is governed by law No. 101/2000 Coll., on the protection of personal information, as amended.

České dráhy, a.s. (hereinafter the administrator) collects, retains and processes, independently or also by means of contractually authorised processors, voluntarily provided personal information including photographs of its customers – In-karta/RailPlus cardholders or their statutory representatives (hereinafter subject of information) – for purposes of demonstrating eligibility for the relevant type of discount, the relevant type of travel document, or for demonstrating a claim to electronic payment means stored on an In-karta/RailPlus card with the administrator and other contractual partners who accept the In-karta/RailPlus card. This applies for the duration of the contractual relationship between the administrator and the subject of the information, or until revocation of consent by the subject of the information. Provision of optional contact information service for individual communication with the subject of the information, and thus ensures a higher level of services provided.

The administrator undertakes to anonymise personal information from its database after five years have elapsed from the last operation with this electronic monetary means in accordance with the provision of law No. 101/2000 Coll., on the protection of personal information, as amended.

The administrator considers all personal information to be confidential and uses it only for the purposes for which it was provided. Without the consent of the subject of the information, the administrator will not make personal information accessible to any party other than contractually authorised processors within the In-karta project.

The subject of the information 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 information. In the event of revocation of consent, the subject of the information is required to return the In-karta/RailPlus card to the administrator. In this case, no compensation is provided for the non-use of services connected with the In-karta/RailPlus card. If the subject of the information requests information about the processing of his or her personal information, or its correction, the administrator is required to hand over this information without undue delay, or to correct the personal information.

Every subject of personal information who determines or suspects that the administrator or the processor is processing his or her personal information 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 an objectionable state of affairs which has arisen.

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

INFORMATION AND CONTACTS

Customer line: +420 800 101 001

www.inkarta.cz

info@inkarta.cz

The use of an In-karta/RailPlus card for ČD inland discounts is governed by terms and conditions announced in the valid ČD Tariff for Inland Transport of Passengers and Luggage (TR 10).

The use of an In-karta/RailPlus card in international transport is governed by terms and conditions announced in the valid Special Agreement to the TCV and TR 18.

The use of an In-karta/RailPlus card as an electronic wallet is governed by the Terms and Conditions for the Issue and Use of In-karta Cards as an Electronic Monetary Means.