

## **Rules for provision and use of the free-of-charge Internet access service**

The following text includes the Rules for provision and use of the free-of-charge Internet access service (hereinafter referred to as **“the Rules”**) through a wireless WiFi network in vehicles and on premises of České dráhy, a.s., Nábřeží Ludvíka Svobody 1222, 110 15 Praha 1, tel.: +420 972 111 111, Company Reg. No.: 70994226, Tax Id. No.: CZ70994226 (hereinafter referred to as **“the Service”**), which is the provider of the Service. The Rules are valid for and binding on all users of the Service and their wording is available to them at each attempt of getting connected to the Internet in vehicles and on premises of České dráhy, a.s., Nábřeží Ludvíka Svobody 1222, 110 15 Praha 1, tel.: +420 972 111 111, Company Reg. No.: 70994226, Tax Id. No.: CZ70994226 (hereinafter referred to as **“ČD”**) through the WiFi network known as CD WiFi. The Rules are valid for and binding on all users of the Service.

The term **“User”** shall denote, for the purpose of these Rules, an individual, who visits this web site and/or uses the Service provided by the Company through CD WiFi as a customer of ČD, tenant or supplier of ČD, or as an employee, statutory representative or another representative of such a ČD customer, tenant or supplier (hereinafter referred to as **“the User”**).

The Service of connection through the WiFi network is provided through the equipment serving for a wireless access to the Internet, which the Company operates for the Users, especially for ČD customers. The Service is available in selected vehicles and on selected premises of ČD. The User is obliged to use the Service in accordance with these Rules.

**The assurance of compatibility of the User’s equipment (i.e. of their mobile phone, tablet or laptop) and of their software, as well as of their suitability (e.g. configuration) and functionality for the purpose of the use of the Service provided, is within the sole responsibility of the User. In this context, the Service provider does not make available any software, equipment or configuration settings to the Users. The User is not authorised to connect any WiFi wireless network equipment, such as WiFi access point, WiFi client station or hotspot of the User to the CD WiFi network. The data flow through the User’s equipment is, however, uncoded, enabling access to third parties. The WiFi network “CD WiFi” is open, does not contain any firewall or antivirus software. The Company recommends the User to use, during all their activities while using the Service, suitable coding (e.g. VPN, SSL) and security mechanisms (e.g. antivirus products and firewalls).**

**The Company shall not be liable towards the User for any harm or damage possibly arising in connection with the use of the Service, especially for possible data loss, damage to or destruction of the software or equipment of the User during the use of the Service or in connection therewith, for the content of the information transmitted through the WiFi network, for distribution of unrequested messages to third persons in case of some of the Users of the Service, or for any other dissemination of the information, handling of personal data or other activities of the Users of the Service in contradiction with applicable legal regulations or morals.**

The Service is provided to the Users in the best possible quality and free of charge and is subject to traffic management. With regard to this fact the Company does not bear any responsibility for any harm or damage possibly arising in consequence of failures or limitation of functionality or performance of the WiFi network, interruption or stopping of data transmission or other failures of

connection to the Internet through its intermediation or in consequence of limited performance of its individual parts or insufficient speed or quality of data transmission through its intermediation. The Company reserves the right to unilaterally change, limit, suspend or fully cancel provision of the Service at any time and at its own discretion.

The User shall bear full responsibility for all their activities in the course of use of the Service. The User must not carry out, during the use of the Service, any activities which could endanger or impair functionality or safety of the Service, equipment and software of the Company or of other Users, especially they must not overload the WiFi network, they must not use it for commercial purposes, disseminate any types of computer viruses and programs able to make modifications, replicate etc., send unrequested messages (spams) or IP packets with a false address of the sender, disseminate hoaxes or untrue information, and they must not breach applicable legal regulations or morals through any other activities during the use of the Service. The Company also reserves the right to block, interrupt or otherwise limit the use of the Service by some Users, especially in cases of a breach of provisions of these Rules, at its own discretion, even without any previous notice.

In the case of a suspicion of a serious breach of provisions of these Rules it is possible for the Provider of the Service to take appropriate legal steps against the User in question.

The Company, as the Provider of the Service, furthermore reserves the right to unilaterally modify the wording of these Rules at any time, even without sending the information about the change to be carried out to the Users. If any of the provisions of these Rules loses its validity and/or efficiency, it shall be without prejudice to validity and/or efficiency of the remaining provisions of the Rules.

The present Rules and any of their later amendments shall enter into force and shall become effective on the day when they are published through the ČD web site.

In the matters which are not explicitly regulated by these Rules, the rights and obligations associated with provision and use of the Service shall be governed by applicable generally binding legal regulations of the Czech Republic.