

Rules for the Provision and Use of the Free-of-Charge Internet Access Service

1. This document contains the rules and information for the provision and use of the free-of-charge internet access service via a wireless WiFi network in selected vehicles and ČD Lounge waiting rooms of the company České dráhy, a.s.
2. For the purposes of these rules:
 - a. **“the Service Provider”** or the **“the Company”** means České dráhy, a.s., Nábřeží Ludvíka Svobody 1222, 110 15 Praha 1, tel.: +420 972 111 111, Company ID No.: 70994226, VAT No.: CZ70994226,
 - b. **“the Service”** means the free-of-charge internet access service provided by the Service Provider via the wireless WiFi network CD WiFi in selected Company vehicles and ČD Lounge waiting rooms,
 - c. **“the Rules”** means these rules for the provision and use of the Service, and
 - d. **“the User”** means any natural person who, as a customer of the Company, a lessee or supplier of the Company, or their employee, statutory representative or other representative, visits these websites and/or uses the Service provided by the Company via the CD WiFi wireless network.
3. These Rules are valid and binding for all Users of the Service. The User is obliged to use the Service in accordance with these Rules. The current version of the Rules is available each time an attempt is made to connect to the internet via the CD WiFi wireless network in selected Company vehicles and is also available on the Company's website.
4. 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 User acknowledges that the Service is not intended for the transmission of confidential, sensitive, or otherwise protected information, and that data transmitted over an open WiFi network may not be sufficiently secured. 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).
5. The Service Provider strives to make the Service accessible in accordance with Czech Act No. 424/2023 Coll., on the accessibility of certain products and services, as amended. The Service is provided in a manner that enables its use by the widest possible range of Users, including persons with disabilities or other functional limitations. The Service is designed to meet the basic principles of accessibility, in particular the principle of perceivability (information and user interface elements are provided in a manner that allows them to be perceived), operability (access to the wireless WiFi network and related interfaces can be operated using standard user tools and assistive technologies), understandability (information and the connection procedure are provided in an understandable manner), and robustness (the Service and its interface are designed to be compatible with commonly used devices, operating systems, and assistive technologies). In ensuring accessibility, the requirements of the harmonized standard EN 301 549 in its current version and related digital accessibility standards are primarily taken into account. However, certain aspects of the Service or related interfaces may not fully meet all accessibility requirements, particularly with respect to certain visual elements of the user interface or the availability of certain supplementary features. The Service Provider is continuously working to remedy these shortcomings.
6. The Service is provided to the User free of charge and in the best possible quality, while being subject to network traffic management (in particular traffic management and load balancing). The Company does not guarantee uninterrupted availability of the Service, nor any minimum connection speed or quality, and bears no liability for any harm or damage arising as a result of outages, limitations, interruptions, or termination of data transmission, internet connection failures,

insufficient data transmission speed or quality, or limited performance of individual components of the wireless WiFi network.

7. The Company reserves the right to unilaterally modify, restrict, suspend, or completely terminate the provision of the Service at any time at its sole discretion.
8. The Company shall not be liable 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 the sending of unsolicited messages or other activities of the User, 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.
9. The User bears full responsibility for all activities carried out while using the Service. The User is obliged to use the Service in accordance with legal regulations, good morals, and these Rules, and must not engage in activities that could endanger or disrupt the functionality or security of the Service, the Company's equipment or software, or that of other Users. In particular, the User must not overload the wireless WiFi network, use it for commercial purposes, distribute computer viruses or harmful software, send unsolicited messages (spam), send IP packets with a false sender address, spread alarming messages or false information, or otherwise violate legal regulations or good morals. The Company also reserves the right, at its sole discretion and even without prior notice, to block, interrupt, or otherwise restrict the User's access to the Service, especially in cases of violations of these Rules.
10. In the event of suspected violations of these Rules, the Service Provider may take appropriate legal action against the User. The User is liable for any damage arising as a result of the User's breach of these Rules.
11. In accordance with the requirements arising from Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act) (hereinafter the "DSA"), the Company has established on its website a single point of contact for recipients of services (within the meaning of Article 12 DSA) (hereinafter the "single point of contact") to enable Users, as recipients of services, to communicate directly and promptly by electronic means. If the User believes that illegal content is being disseminated through the Service, they may report such conduct via this contact point. The single point of contact may be used in Czech (preferred option) and/or in English via a completed form. Under the DSA, the Company acts as a provider of a "mere conduit" service within the meaning of Article 4 DSA. It does not initiate the transmission, does not select the receiver of the transmission, and does not select or modify the information contained in the transmission.
12. The Company, as the Service Provider, further reserves the right to unilaterally amend these Rules at any time, even without sending information to Users about the change made. If any provision of these Rules becomes invalid and/or ineffective, this shall not affect the validity and/or effectiveness of the remaining provisions of the Rules.
13. These Rules and any subsequent amendments thereto shall become valid and effective on the date of their publication on the Company's website.
14. In matters not expressly governed by these Rules, the rights and obligations related to the provision and use of the Service shall be governed by the applicable generally binding legal regulations of the Czech Republic.
15. If you encounter an accessibility issue with this Service, please inform us via:

E-Mail: jiri.sadovsky@cd.cz

Telephone: +420 972 111 111

Postal address: České dráhy, a.s., O16/2 CD WiFi, Nábřeží L. Svobody 1222, Praha 1, 110 00.

The Service Provider will attempt to remedy the deficiencies or offer an alternative means of accessing the information. Information on the accessibility of the Service will also be provided in audio form upon request.