

Business Terms and Conditions for use of the PIDLítačka Mobile Application valid from 1.8.2018

1 General provisions

- 1.1 Operátor ICT a.s., entered in the Commercial Register maintained by the Municipal Court in Prague under file ref. B 19676, in its capacity as the issuer and operator of the PIDLítačka mobile application (hereinafter referred to only as the “Operator”) hereby determines these Business Terms and Conditions for use of the PIDLítačka Mobile Application (hereinafter referred to only as the “Terms and Conditions”). The PIDLítačka Mobile Application is an integral part of the Multi-channel Handling System (hereinafter referred to only as “MHS”) via which the Operator provides handling services in public transport.
- 1.2 The PIDLítačka Mobile Application is a client application designed for handling of passengers in public transport, via which passengers in particular gain access to the following services:
 - 1.2.1 searching for connections,
 - 1.2.2 purchase and management of individual electronic tickets,
 - 1.2.3 management of payment cards in the sense of association of payment cards to specific accounts,(hereinafter referred to only as “Services”)
- 1.3 Services are provided via the PIDLítačka Mobile Application in compliance with the Prague Integrated Transport Tariff (hereinafter referred to only as “PIT Tariff”) which determines the method and procedure in the Prague Integrated Transport system (hereinafter referred to only as “PIT”) when applying prices of fares in public transport for persons within the territory of the City of Prague and the territory of the Central Bohemian Region as a part of PIT. The PIT Tariff is announced by the Regional Organiser of Prague Integrated Transport (ROPIT) and its full text is available at the address: www.pid.cz.
- 1.4 The legal relationship between the Operator and the Client is created at the moment of installation of the PIDLítačka Mobile Application and is governed by these Terms and Conditions, by way of a framework agreement, the PIT Tariff and the laws of the Czech Republic, in particular by Act 89/2012 Coll., Civil Code, as amended. Consent to these Terms and Conditions is already required during installation of the PIDLítačka Mobile Application as this step constitutes proposal for conclusion of a contract towards the Operator. The Operator’s consent to conclusion of the contract is given at the moment of due installation of the PIDLítačka Mobile Application.
- 1.5 No legal relationship of a transport contract is created by purchasing an electronic ticket. This is governed by the Contractual Terms and Conditions of Carriage of PIT announced by ROPIT. The Operator also does not become a party to the transport contract.
- 1.6 The Operator reserves the right to block use of the PIDLítačka Mobile Application, a separate account established in this, or even an individual ticket if this is used at variance with these

Terms and Conditions or misused for performance other than Services pursuant to para. 1.2 of this article of the Terms and Conditions. Unauthorised interference with the functionality of the PIDLítačka Mobile Application shall also be regarded as use of the application at variance with the Terms and Conditions.

2 Definition of terms

- 2.1 Other than the general abbreviations introduced by these Terms and Conditions in their individual provisions, the Operator hereby explicitly determines the following selected terms for the life cycles of the functionalities of the PIDLítačka Mobile Application. Definition of terms already contain the rights and obligations of clients in relation to the given term and may be further supplemented or specified in more detail within the framework of the other provisions of these Terms and Conditions.
- 2.2 “User” represents a generic terms for clients who have downloaded the PIDLítačka Mobile Application to the respective device; Users are further classified depending on the volume of their use of Services. In places where the Terms and Conditions mention Users in general, it shall be understood that the provision in question applies to Registered and Unregistered Users.
- 2.2.1 An “Unregistered User” is already identified at the moment of installation of the PIDLítačka Mobile Application. This primarily concerns Users who do not create an account. If, according to recommendation by the Operator, a User does not create an account in the PIDLítačka Mobile Application at all, or does not login to his/her account after registration when using Services, or refuses to retain the installation identifier for the PIDLítačka Mobile Application, this person’s status will be regarded to be that of an Unregistered User.
- 2.2.2 A “Registered User” is on the contrary a User who has created his/her own account. By creating an a User Account, the Registered User gains further benefits consisting for example in sending tax document by e-mail, increased security for Tickets, transfer of Tickets to a different Device (be this the Device of a different Registered User or to a different Device due to loss, theft or destruction of a Device), etc.
- 2.3 “Device” is the User’s hardware data carrier on which the PIDLítačka Mobile Application is installed.
- 2.4 “Ticket” is an electronic travel document which the passenger uses to prove that he/she has paid the fare during ticket inspection, this being in accordance with the transport conditions of the carriers and PIT Tariff. “Electronic record” is a ticket of the corresponding format generated by the MHS via the PIDLítačka Mobile Application.
- 2.5 “Unactivated Ticket” is a Ticket purchased in the PIDLítačka Mobile Application which has not yet been activated by the User.
- 2.6 “Activated Ticket” is the status with a time limit of a Ticket in the PIDLítačka Mobile Application which occurs after clicking on the “Activate” button. This is a Ticket with inspection features

already displayed (QR, visual information). Activation of the Ticket must occur at the moment when the User has access to data services.

- 2.7 “Valid Ticket” is a Ticket containing full information leading to successful processing during a ticket inspection. The Ticket becomes valid after expiry of the activation period, i.e. within a maximum of two (2) minutes from activation of the Ticket. This period is set automatically by the PIDLítačka Mobile Application and the Operator reserves the right to shorten it.
- 2.8 “Used Ticket” is the status of a Ticket once its period of validity has expired without any inspection features displayed.
- 2.9 “Archived Ticket” is a Used Ticket saved in the system of the PIDLítačka Mobile Application. After 3 months have passed, it is no longer available and visible in the PIDLítačka Mobile Application.
- 2.10 “Transferred Ticket” is a Ticket which Registered User “A” sent to Registered User “B”. This is displayed in the Device of the original Registered User who purchased the Ticket in a status from which it can no longer be activated and it is clearly stated that this is a Ticket which was sent and transferred to a different Device.
- 2.11 “Invalid Ticket” is a Ticket which:
- 2.11.1 has not been activated,
 - 2.11.2 was used before the activation period expired and validity began (with the exception of boarding the suburban buses of PIT),
 - 2.11.3 was used outside of the scope of the zones which it is valid for,
 - 2.11.4 the time limit of which has expired,
 - 2.11.5 was purchased in a manner other than from the PIDLítačka Mobile Application,
 - 2.11.6 was altered, modified or copied in any unauthorised manner,
 - 2.11.7 the validity of which cannot be checked due to reasons lying on the side of the passenger,
 - 2.11.8 is not found during a ticket inspection,
 - 2.11.9 was not recognised as valid during electronic inspection (QR code, NFC inspection, check on the visual image, on-line query),
 - 2.11.10 was not activated until the ticket inspection was performed or not until after the ticket inspector asked to see it.
- 2.12 “Invalidated Ticket” is a voided Ticket on the basis of action performed exclusively by the Operator, either subject to request by the User, performed via the PIDLítačka Mobile Application, the Info Line or Counters, or for reasons specified in para. 1.6 of these Conditions. A Ticket like this cannot be activated and will not become valid.
- 2.13 “Zone validity of a Ticket” is determination of the area of validity of a Ticket with the aid of explicit specification of tariff bands on activation of the Ticket.
- 2.14 “User Account” is the account of a Registered User in the PIDLítačka Mobile Application. Among other things, the User Account contains the name and password of the Registered User and allows this person to use the PIDLítačka Mobile Application in full, i.e. in particular the functionality for management of Tickets and management of associated payment cards.

- 2.15 “Application Installation Identifier” is a unambiguously unique string of characters representing and identifying a specific installation of the PIDLítačka Mobile Application on a specific Device. The Application Installation Identifier is displayed for the User during installation. The User retains the Application Installation Identifier for any future operation relating to his/her installation of the PIDLítačka Mobile Application and provision of Services.
- 2.16 “Information Services” are provided by the Provider to Users and the general public and these are further divided into the following information channels:
- 2.16.1 “Info Line” is an Information Service provided via a paid telephone line, available via the contact details specified directly in the PIDLítačka Mobile Application.
- 2.16.2 “Website” is the Information Service provided on the website of the Issuer allowing for remote access, this being at the address pidlitacka.cz.
- 2.16.3 “Counters” are the point of personal contact located in Škodův palác, Jungmannova 35/29, Prague 1. The Operator reserves the right to extend the number of Counters, even at other points of contact and to notify Users and the general public of these new Counters on the Website.

3 Purchase of Tickets and conditions of their use

- 3.1 A list of Tickets by PIT Tariffs which can be purchased via the PIDLítačka Mobile Application, including their prices, is published by the Operator both directly in the PIDLítačka Mobile Application and also on the Website. The Operator reserves the right to change the portfolio and prices of these Tickets, this being in relation to updating of the PIT Tariff. Changes are announced by the Operator directly in the PIDLítačka Mobile Application and on the Website.
- 3.2 The User may purchase Tickets on the basis of recommendation arising from the connection search functionality. While searching for a connection, the recommended trip length and recommended fare according to the PIT Tariff is displayed for the User. In accordance with para. 6.4 of these Terms and Conditions, this Service uses data from third-party sources and the Operator is thus not liable for it being precise, complete and accurate.
- 3.3 The User is obliged to only use the Ticket in accordance with the PIT Tariff and the Contractual Terms and Conditions of Carriage of PIT, in particular being obliged to board the means of transport or enter the travel zone only with a Valid Ticket only saved on the Device on which it was activated, with the exception of boarding the suburban buses of PIT, boarding of which is allowed with an Activated Ticket.
- 3.4 The User is liable for the accuracy of specification of the Zone Validity of his/her Ticket.
- 3.5 The Operator explicitly draws attention to the fact that if the User uses the PIDLítačka Mobile Application on a Device on which the so-called “root” settings have been altered (i.e. changes which could lead to breach of security of the given Device e.g. by reducing its resistance to malware), he/she will lose the possibility of renewing Tickets which were not displayed, transfer of Tickets to a different Device in the event of loss or damage or any other claims. The Operator may follow that course of action specified in para. 1.6 of these Terms and Conditions.

4 Ticket inspection

- 4.1 Ticket Inspection is performed by verification of data which the Ticket contains. The course of ticket inspections is determined by the Contractual Terms and Conditions of Carriage of PID. The Carrier or party authorised by it is entitled to perform ticket inspection in the following ways, either cumulatively or only one of them:
- 4.1.1 NFC inspection (wireless),
 - 4.1.2 Inspection of the QR code,
 - 4.1.3 Visual inspection of the Ticket,
 - 4.1.4 Online query,
 - 4.1.5 Interactive feature
- 4.4 A User who shows a valid Ticket purchased in the PIDLítačka Mobile Application during a ticket inspection is obliged to present this Ticket for inspection on a functioning and undamaged Device in such a way that the ticket inspection can be duly performed. If the Ticket is presented for a ticket inspection by a User on a Device which does not meet the above-mentioned parameters and the ticket inspection is unsuccessful, the User shall bear full liability and shall not be entitled to submit a claim for a Ticket like this.

5 Payment and claims conditions

- 5.1 Ticket prices are determined by the PIT Tariff in Czech crowns including VAT. If the User is entitled to a discount in accordance with the PIT Tariff, this is already applied when the Ticket is purchased. The Operator does not charge the User any other related fees. The price of the Ticket does not include the cost of any possible data services which the User uses to access the PIDLítačka Mobile Application.
- 5.2 After payment of the appropriate amount by the User, the MHS issues a Ticket and sends it via data communication to the PIDLítačka Mobile Application. The Ticket contains information about the price, the time and zone validity, the identification code and inspection features for ticket inspection.
- 5.3 A Ticket purchased via the PIDLítačka Mobile Application is saved in the Operator's electronic system for possible later inspection by the carrier and the User.
- 5.4 Payment can only be made in a cashless manner using payment cards via a payment gateway in the PIDLítačka Mobile Application. A Registered User is entitled to use the payment card management functionality, within the framework of which the Operator allows him/her to assign a specific payment card to his/her account or to remember a selected payment card for later payments. The Operator also allows cashless payment via the MasterPass and NaNákupy services. The Operator also reserves the right to also add other cashless means of payment and shall notify Users and the general public of these on the Website.

- 5.4 The Operator issues Users tax documents for purchase of Tickets in accordance with Act 235/2004 Coll., on Value Added Tax, as amended. A tax document can be requested retrospectively for a period of 10 years via the e-mail address listed on the Website or via the Info Line.
- 5.5 The Operator explicitly draws attention to reservation of rights pursuant to para. 1.6 art. 1 of these Terms and Conditions which also relates to the event of the Operator discovering that purchase of Tickets via the PIDInfo Mobile Application occurred on the basis of illegal actions by the User or third party, or that a Ticket purchased is used by the User or third party for the purpose of illegal conduct.
- 5.6 The User is entitled to submit a claim for a Ticket if the Ticket exhibits defects as a result of operation of the PIDLítačka Mobile Application. The following shall in particular be regarded as such defects:
- 5.6.1 The Ticket is not displayed in the PIDLítačka Mobile Application after having been purchased.
- 5.6.2 The Ticket cannot be activated.
- 5.6.3 The Ticket did not become valid after activation.
- 5.6.4 The Ticket exhibits all required criteria for due performance of a ticket inspection but despite this, the inspection was unsuccessful.
- 5.6.5 The Ticket price according to the PIT Tariff changed in the meanwhile since purchase of the Ticket.
- 5.7 The User is not entitled to claim for events and actions relating to transport, the level of the price of the Ticket according to the PIT Tariff, the accuracy of specification of the Zone Validity of the Ticket and selection of the fare tariff of the purchased Ticket if it was purchased on the basis of the connection search functionality specified in para. 1.2.1 of these Terms and Conditions.
- 5.8 The User shall exercise his/her entitlement to make a claim against the Operator within a period of 30 days from creation of the reason for such a claim, this being via the Website on the appropriate form or in person at the Counters. In the event of a recognised claim, the Operator shall refund the User's fare in full, this being in a cashless manner to the account from which the payment for the Ticket was made.

6 Protection of personal data and data policy

- 6.1 Within the framework of the PIDLítačka Mobile Application, the Operator is entitled to collect, process and store the personal data of Users, this being exclusively for the purpose of provision of Services.
- 6.2. The Operator has adopted all such measures, in particular organisational, technical and staffing measures to ensure the compliance of provision of Services of the PIDLítačka Mobile Application with the currently valid and effective legislation relating to personal data protection and to protection of other data which is stored in the PIDLítačka Mobile Application.

- 6.3 The User may be contacted by the Operator to grant his/her consent to processing of personal data also for other purposes. This must however be in compliance with the currently valid and effective legislation relating to personal data protection.
- 6.4 The PIDLítačka Mobile Application uses data from third-party sources for provision of Services and the Operator is thus not liable for it being precise, complete and accurate.

7. Final provisions

- 7.1 Apart from the Czech version, these Terms and Conditions are also published in other language versions. If any discrepancy arises between the individual language version, the currently effective Czech version shall take precedence for the purposes of interpretation.
- 7.2 The Terms and Conditions and all documentation relating to the PIDLítačka Mobile Application are published on the Website.
- 7.3 These Terms and Conditions come into effect on 1.8.2018. The Operator reserves the right to change the Terms and Conditions. The effect of such change shall occur no sooner than thirty (30) days after its publication on the Operator's Website.