

CONDITIONS FOR ISSUING AND USING THE CARD OPENCARD

1. INTRODUCTORY PROVISIONS

1.1 DEFINITION OF BASIC TERMS

The terms identified hereinbelow with capital first letters shall have the following meaning assigned to them:

1.1.1 "Anonymous Card" is a Card, for which the SCC has no record about the person that is the Holder thereof. The Anonymous Card is not issued on the basis of a written application for issuing a Card, but it is made accessible to the interested parties directly through the distribution sales network. Some Card applications do not accept the Anonymous Card as an item enabling its Holder to use the services made accessible by these Card applications or these services are not made accessible to the Holders of the Anonymous Cards within the full range; details shall be identified by the applicable Operator in the Conditions of using Card applications.

1.1.2 "Price list" means a price list, in which the current amount of all fees and payments paid on the basis hereof is identified. The Price list is issued by the Administrator and its wording is available in a printed form in all Contact places opencard and Collection places opencard and in the electronic form on the Web opencard.

1.1.3 "Holder" means a physical person, for whom a Personal Card is issued on the basis of an application for issuing a Card or that holds the Anonymous Card legitimately. One physical person can be a Holder of more Personal and/or Anonymous Cards at the same time. While using the Card, the Holder is obliged to comply with the Conditions of PVVK.

1.1.4 "Guarantor" means the Capital City of Prague. The Guarantor may be the Operator at the same time; in this case, it is without prejudice to its rights and obligations of the Guarantor hereunder but its rights and obligations resulting from the position of the Guarantor and from the position of the Operator shall be always assessed and interpreted separately.

1.1.5 "Card" means a Personal Card or an Anonymous Card as a multi-functional chip card opencard issued by the Guarantor through the Administrator. The owner of the Card is the Guarantor. The Card enables the Holder to use the services made accessible through the Card applications.

1.1.6 "Card application" means a set of software, hardware, personal and other tangible and intangible means enabling, subjected to the use of the Cards, access to the services provided by the Operator or, as the case may be, another subject on the basis of a special contract with the Operator. The Guarantor and the Administrator shall not be responsible for the operation of the Card applications or for the services made accessible through the Card applications.

1.1.7 "Contact place opencard" means a place, where the requests for issuing the Card are issued, which hands the issued Cards over to the Holders, realizes replacement of the Cards, reservation of the data space on the Card pursuant to the paragraph 4.3.2 hereof, blocking, de-blocking or cancellation of the Card, settles rejections of the Cards and provides information about the Cards. The Contact place opencard is operated by the Administrator.

1.1.8 "Personal Card" is a Card, for which the SCC maintains a record about who is the Holder thereof. The Personal Card is issued on the basis of a written application of the Applicant. The print of the Personal Card includes personal data of the Holder thereof.

1.1.9 "PCCS" means the Prague Centre of Card Services as the system of access to the services through Cards, which consists of the SCC and individual Card applications. The PCCS as a unit, but not individual Card applications, shall be operated by the Guarantor and its administration and operation shall be ensured by the Administrator.

1.1.10 "Conditions" or "Conditions of PVVK" mean these conditions for issuing and using the card OPENCARD. The Conditions of PVVK identify the rights and obligations of the Applicant, Holder, Guarantor and Administrator with respect to the Card. The Conditions of PVVK are available in the printed form in the Contact places opencard and in the Collection places opencard and in the electronic form on the Web opencard.

1.1.11 "Conditions of using Card applications" are the conditions for using the Card in the Card application identified by the applicable Operator, which specify the content of the contractual relationship between the Operator and the Holder concerning the use of the Card applications.

1.1.12 "Operator" means the subject that operates a specific Card application and enables the Holders through it to use the services provided by the Operator or another subject on the basis of a special contract with the Operator.

1.1.13 "Collection place opencard" means a place, where applications for issuing a Personal Card are submitted and which may but need not perform other activities realized in the Contact place opencard too.

1.1.14 "SCC" means the Service Card Centre as a set of technical, personal and other tangible and intangible items, which are used for issuing, administration, operation and maintenance of the Cards and for interaction with individual Card

applications. The SCC is the property of the Guarantor and its administration and operation are ensured by the Administrator. The SCC is a part of the PCCS.

1.1.15 "Service" means service, goods or any other material value or any other performance, which is made accessible through Card applications with the use of the Card. The Service may be provided by the Operator or another person on the basis of a special contract with the Operator. The term "Service" is also used in this context in the text hereof with a small first letter.

1.1.16 "Administrator" means a subject ensuring, on the basis of a special contract with the Guarantor, the issue of the Cards and administration and operation of the SCC and the PCCS as a complex but not individual Card applications. The position of the Administrator is specified in more details in chapter 2 hereof.

1.1.17 "Web opencard" means web pages enabling remote access to the information about the PCCS, the Card and possible individual Card applications and enabling the Holders to realize the tasks related to the Card and possible individual Card applications through remote access. The operation, content and functions of the Web opencard depend on a discretionary consideration of the Guarantor and the Holder shall not be authorized to claim the operation, any specific content or and specific functions of the Web opencard. The Web opencard is available on www.opencard.cz.

1.1.18 "Applicant" means a physical person that submitted an application for issuing a Personal Card hereunder. By receiving the issued Personal Card, the Applicant becomes the Holder.

1.2 USING THE CONDITIONS AND THE PRICE LIST

1.2.1 Using the Conditions and the Price list. Issuing and using the Card shall be governed herewith. The tasks and activities identified in the Price list are subjected to a fee and the Applicants or, as the case may be, Holders are obliged to pay such identified fees. Unless specified otherwise in a specific case, the fees shall be due at the moment of submitting an application for realization of a paid task or activity.

2. ADMINISTRATOR

2.1 ACTIVITY OF THE ADMINISTRATOR

2.1.1 Authorization of the Administrator. On the basis of a special contract concluded between the Guarantor and the Administrator, the Administrator shall be authorized to execute certain rights and perform certain obligations of the Guarantor hereunder. If any activity, right or obligation of the Administrator is identified herein, it shall mean the activity, right or obligation of the Guarantor, which is realized or performed by the Administrator on behalf of the Guarantor and on its account; for the avoidance of doubts, it shall apply that the Guarantor may also realize or perform such activity, right or obligation by itself on the basis of its free judgement. If it is expressly identified herein or if the Administrator performs other activities, rights or obligations than those identified herein as the activities, rights or obligations of the Administrator, it shall apply that such activities, rights or obligations are performed by the Administrator on its own name and on its own account and liability, without any consequences for of the Guarantor whatsoever; the aforesaid shall not apply if the Guarantor has granted written full powers to the Administrator for the realization of such activity, right or obligation or approved the actions of the Administrator consequently in writing.

2.1.2 Limit of authorization of the Administrator. Unless expressly specified otherwise herein or unless the Guarantor provides the Administrator with special full powers, it shall apply that the Administrator shall not be authorized, during the administration and operation of the PCCS, to realize any actions on behalf of the Guarantor and on its account, which would result in a creation of an obligation of the Guarantor to pay any financial amount or a cancellation of any claim of the Guarantor in any other way than by the fulfilment.

2.1.3 Payments and fees. All fees and payments identified in the Price list and paid by Applicant or Holder on the basis hereof shall be the revenue of the Administrator. When collecting and administering such fees and payments paid by the Applicant or Holder hereunder, the Administrator shall act on its own behalf and on its own account.

2.1.4 Administrator as Operator. If the Administrator is the Operator of the Card applications at the same time or it contributes to the operation of the Card applications in any way, it shall be without prejudice to the rights and obligations of the Administrator hereunder; however, in this case its rights and obligations resulting from the position of the Administrator and from the position of the Operator shall be always assessed and interpreted separately.

2.2 PERSON OF THE ADMINISTRATOR

2.2.1 Announcement of the person of the Administrator. The person of the Administrator shall be identified on the Web opencard together with the contact data of the Administrator.

2.2.2 Change of the person of the Administrator. The Guarantor shall be authorized to decide about the change of the person of the Administrator. The intended change of the person of the Administrator shall be published by the Guarantor through the Web opencard at least 14 days in advance.

3. ISSUING CARD

3.1 ISSUING CARD

3.1.1 Application for issuing a Personal Card. The Application for issuing a Personal Card shall be submitted by the Applicant in the way identified in article 6.1 hereof or in another way identified by the Administrator. Before submitting the application for issuing a Personal Card, the Applicant shall be obliged to get acquainted with the Conditions of PVVK, the Price list and any possible draft of changes of Conditions of PVVK and/or the Price list, if such draft has been published in compliance with paragraph 5.2.5 hereof. The application for issuing a Personal Card may be submitted in a Contact place opencard or in a Collection place opencard. The Applicant may submit the application for issuing a Personal Card provided with a contact and contact-less chip or only a contact-less chip. In the selected Contact places opencard, the Applicant may apply for issuing a Personal Card while waiting pursuant to paragraph 3.2.2 hereof; only the Personal Card provided with a contact-less chip can be issued while waiting. The list of selected Contact places opencard, on which it is possible to apply for issuing a Personal Card while waiting, is available on the Web opencard. The Applicant shall be responsible for correctness of the data identified in the application for issuing a Personal Card, including annexes thereto. The Applicant shall be obliged to demonstrate their identity when submitting the application for issuing a Personal Card.

3.1.2 Handling fee for submitting an application for issuing a Personal Card. For the submission of the application for issuing a Personal Card, the Applicant shall pay a handling fee, the amount of which is identified in the Price list.

3.1.3 Proposal for concluding a contractual relationship about using the Personal Card. By the submission of the application for issuing a Personal Card, the Applicant shall express their agreement with the Conditions of PVVK, the Price list and possible a draft of changes of Conditions of PVVK and/or the Price list, if such draft has been published in compliance with paragraph 5.2.5 hereof, and, at the same time, it shall submit an irrevocable proposal for the conclusion of the contractual relationship about using the Personal Card, the content of which shall be governed herewith. The relationship between the Applicant and the Guarantor shall be governed by the applicable provisions hereof; however, issuing a Personal Card cannot be claimed.

3.1.4 Approval of processing personal data and provision of information and instructions about rights of the subject of the data. The annex to the application for issuing a Personal Card pursuant to paragraph 3.1.1 hereof is the approval of processing personal data granted by the Applicant in the way identified in article 6.1 hereof, which also includes the instructions for the Applicant and selected information about processing personal data within the PCCS. Unless the application for issuing a Personal Card is accompanied with the approval of processing personal data signed by the Applicant, it concerns an incomplete application and the Administrator shall follow the procedure identified in paragraph 6.1.3 hereof.

3.1.5 Right to reject issuing a Personal Card. The Administrator shall be authorized to reject issuing a Personal Card, even without identification of any reasons. The Administrator shall inform the Applicant about the rejection to issue a Personal Card. If the Administrator does not issue a Personal Card pursuant to this paragraph hereof, the handling fee for submission of the application for issuing a Personal Card shall be fully reimbursed to the Applicant. The Administrator will not issue the Personal Card especially in the following cases:

- (a) Previous use of the Personal Card by the Applicant in violation of the Conditions of PVVK,
- (b) Justified fear of misuse of the Personal Card by the Applicant,
- (c) Technical or operation reasons of the SCC.

3.1.6 Issuing the Anonymous Card. The Anonymous Card is not issued by the Administrator on the basis of a written application for issuing a Card. Issuing Anonymous Cards may be a subject of a special contract concluded between the Administrator and the interested party; however, the interested party shall not have a legal right to the conclusion of such contract.

3.2 HANDING THE CARD OVER

3.2.1 Issuing a Personal Card with a standard procedure. The usual deadline for issuing a Personal Card to the Applicant shall be 7 days from the day of submission of the applications for issuing a Personal Card in case of the Personal Card provided with the contact-less chip only and a Personal Card provided with both the contact-less and contact chip 21 days from the day of submission of the application for issuing a Personal Card; the said deadlines are only for orientation purposes. The date and the issuing Contact place opencard for receiving the Personal Card shall be identified in the application for issuing a Personal Card. Anytime after the submission of the application for issuing a Personal Card, the Administrator shall be authorized to identify a later date for receiving the Personal Card than that identified in the application for issuing a Personal Card. The Personal Card may only be handed over to the Applicant before the established date of receiving of the Personal Card; however, the Applicant shall not be authorized to claim the receiving of the Personal Card. On condition that the Applicant identified corresponding contact data in the application for issuing a Personal Card, the Administrator may inform the

Applicant with SMS message or e-mail message that the Personal Card is prepared for taking over.

3.2.2 Issuing a Personal Card while waiting. If the Applicant requires it in the applicable Contact place opencard, which provides such service, the Personal Card shall be issued to them while waiting.

3.2.3 Handing over and taking over the Personal Card. The Personal Card shall be handed over to the Applicant on the basis of a submitted form of the application for issuing a Personal Card and identity card, the number of which shall comply with the number identified in the application for issuing a Personal Card. A sealed envelope containing a personal identification code of the Holder and possibly other materials related to the submitted Personal Card shall be handed over together with the Personal Card to the Applicant. By taking over the Personal Card, the Applicant becomes the Holder. After receiving the Personal Card, the Holder is obliged to check if the data identified in the Personal Card correspond to the data identified in the application for issuing a Personal Card. Correctness of such data and the fact that he or she has taken over an undamaged Personal Card, unbroken envelope containing the personal identification code of the Holder and possibly other materials related to the submitted Personal Card shall be confirmed by the Holder in the way identified in article 6.1 hereof or in another way identified by the Administrator.

3.2.4 Sending the Personal Card by post. If the Applicant identified the delivery of the Card as the way of receiving the Personal Card in the application for issuing a Personal Card, the Personal Card shall be sent to them through of the Operator of postal services as a recommended mail with personal delivery to the address of the permanent domicile specified in the application for issuing a Personal Card or to a correspondence address if the Applicant specified it in the application for issuing a Personal Card. In case of the Applicant represented by a statutory representative, the Personal Card shall be sent to the address of the statutory representative if it is specified in the application for issuing a Personal Card in the place of the address of the Applicant. The delivery of the shipment shall be governed by the Business Terms and Conditions of the Operator of postal services. The Holder shall be obliged to check, as soon as possible after taking over the Personal Card, if the data identified on the Personal Card correspond to the data specified in the application for issuing a Personal Card. If the Holder finds out the contrary, they shall be obliged to enforce a claim concerning the Personal Card within 5 working days from receiving the Personal Card in the way identified in article 4.4 hereof. Unless expressly specified otherwise, handing over and taking over the Personal Card sent by post shall be governed appropriately by other provisions hereof.

3.2.5 Consequences of a failure to take over a Personal Card. The administrator shall be authorized to cancel the Personal Card if the Applicant fails to take over the Personal Card within 30 days from the date for receiving the Personal Card or within 15 days from the day when the Personal Card was returned to the Administrator by the Operator of postal services as non-delivered. The right of the Administrator to the payment of the handling fee pursuant to paragraph 3.1.2 hereof shall be without prejudice by the failure to take over the Personal Card by the Applicant and the consequent cancellation of the Personal Card.

3.2.6 Handing over an Anonymous Card. The Anonymous Card is made accessible to the interested parties through the distribution sales network but the interested party shall not have any legal right to the submission of the Anonymous Card. No hand-over report is signed about handing over and taking over of the Anonymous Card. Handing the Anonymous Card over shall be subjected to a fee pursuant to the Price list.

3.2.7 Establishment of contractual relationship about using the Card. By taking over the Card, the contractual relationship about using the Card between the Guarantor and the Holder shall be established; the content thereof shall be governed herewith. For the purposes of this paragraph hereof, taking over the Card shall mean its taking over by the Holder from the Guarantor, the Administrator or another subject authorized to hand over the Card.

4 USE OF THE CARDS

4.1 PROPERTIES OF THE CARD

4.1.1 Components of the Personal Card. According to the Applicant's choice performed in the manner specified in Sub-section 3.1.1 herein, the Personal Card shall contain a non-contact chip or a non-contact chip and a contact chip.

4.1.2 Components of the Anonymous Card. The Anonymous Card shall contain only a non-contact chip.

4.1.3 Contact and non-contact chips. The contact chip of the Personal Card meets the requirements of Act No. 227/2000 Coll., on Electronic Signature, as amended by subsequent regulations. Some Card Applications do not accept Cards containing only a non-contact chip as a means of enabling the use of the services accessible through these Card Applications or these services are not made available to the Holders of these Cards at the full range; the details shall be stipulated by the relevant Operator of the Card Applications in the Conditions for the Card Application Use.

4.1.4 Identification number of the Card. Each Card is allocated with a unique identification number by the Administrator. The Holder agrees with the

identification number of the Card and possibly other numbers identifying the Card being made available to the Operator, whose Card Application the Holder is going to use or for whose Card Application the data space is reserved on the Card pursuant to Sub-section 4.3.2 herein, and being processed by this Operator for the purposes and means determined by this Operator, namely for the purpose of running the relevant Card Application and use of the Card within its framework, ensuring the interaction between the Card Application and SCC, ensuring the security and integrity of the Card Application, and for the purpose of using services made available to the Holder through the Card Application. The identification number of the Card and possibly other numbers identifying the Card shall be made available to the relevant Operator by the Administrator for the period during which the Holder is going to use the Card Application or for which the data space shall be reserved on the Card for the Card Application.

4.1.5 Data contained on the Card. The information printed on each Card contains the Card identification number and the last day of the validity of the Card. Furthermore, the information printed on the Personal Card contains the name, surname and card-type photograph of the Holder, while the maximum length of the name printed on the Personal Card may contain 12 characters and the maximum length of the surname printed on the Personal Card may contain 24 characters.

4.1.6 Validity of the Card. The period of validity of the Card is determined by the Administrator and may be from 3 months up to 5 years and the validity of the Card shall always end on the last day of the calendar month. The last day of the validity of the Card is printed on the Card.

4.2 BLOCKING THE CARD

4.2.1 Blocking the Card. The Blocking of a Card shall be understood as including the Card in the list of blocked Cards, which shall not be accepted for carrying out transactions or accessing a service within the PCCS as a whole or within the framework of individual Card Applications. The Holder shall be informed about the blocking of the Card and the reasons for the blocking at the OpenCard Contact Points; in the case of the Personal Card the Holder may be informed through electronic post at the e-mail address given to the Administrator. Neither the Guarantor nor the Administrator shall be liable to the Holder for any damages incurred by him as a result of the blocking of the Card.

4.2.2 Blocking the Personal Card. The Administrator shall block the Personal Card at the request of the Holder; for the reason specified in Sub-section 4.2.4 herein, the Administrator shall be entitled to

Block the Personal Card even without the consent of the Holder. The Holder shall be entitled to ask the Administrator to block the Personal Card only for the PCCS as a whole. The Holder may submit the request for the blocking of the Personal Card at any OpenCard Contact Point in the manner specified in Article 6.1 herein or in a different manner determined by the Administrator. The Holder shall be responsible for the correctness of the data given in the request for the blocking of the Personal Card. Moreover, the Holder may make a request for the blocking of the Personal Card also by telephone using the personal identification code of the Holder via the phone line for card blocking given on the OpenCard website.

4.2.3 Procedure of the Administrator in the instance of the Holder requesting the blocking of the Personal Card. Within 24 hours from receiving the Holder's request for the blocking of the Personal Card, the Administrator shall be bound to prevent the acceptance of the Card for the implementation of any operations within the SCC and send the Operators of the Card Applications, which the Holder uses or for which he has the data space reserved on the Personal Card in accordance with Sub-section 4.3.2 herein, information about the cessation of the of the acceptance of the Personal Card within the SCC. After receiving such information from the Administrator, the Operators are obliged to prevent the acceptance of the Personal Card in the Card Application for the implementation of any transaction or the accessibility of any service within the period which is specified in the Conditions for the Card Application Use. Neither the Guarantor nor the Administrator shall be liable to the Holder for the damages incurred by him as a result of the Operator's delay in stopping the acceptance of the Personal Card within the framework of the relevant Card Application.

4.2.4 Blocking the Card without the consent of the Holder. The Administrator shall be entitled to block the Card without the consent of the Holder, namely for the PCCS as a whole or for specific Card Applications. The Administrator shall block the Card, namely for the reasons of the Card being handled contrary to the PVVK Conditions, misuse of the Card or the suspicion of the Card being misused, for operational, technical or security reasons or for other worthwhile reasons. The Operator may prevent the acceptance of the Card within the framework of the relevant Card Application even without the consent of the Holder.

4.2.5 Procedure of the Holder in the instance of a blocked Card. The Holder shall take the necessary steps for the unblocking of the Card, i.e. for its removal from the list of the blocked Cards. For this purpose, first he shall ask at the OpenCard Contact Point about the reasons for the blocking of the Card and provide the Administrator with necessary co-operation so that the Card may be unblocked as soon as possible. If the Personal Card was blocked at the request of the Holder, the Holder shall apply for the unblocking of the Personal Card with the Administrator as soon as the reasons for its blocking have passed.

4.2.6 Request of the Holder for the unblocking of the Personal Card. The Holder shall be entitled to ask the Administrator to unblock the Personal Card. The request for the unblocking of the Personal Card shall be made by the Holder

at any OpenCard Contact Point in the manner specified in Article 6.1 herein or in a different manner determined by the Administrator. The Holder shall be responsible for the correctness of the data given in the request for the unblocking of the Personal Card. The Administrator shall not be bound to satisfy the Holder's request for the unblocking of the Personal Card or satisfy this request at the full scope, should he discover that the reasons for the blocking of the Personal Card still exist within the PCCS as a whole or within the framework of a certain Card Application. Moreover, the Holder may make the request for the unblocking of the Personal Card also by telephone using the personal identification code of the Holder via the phone line for card blocking given on the OpenCard website.

4.2.7 Procedure of the Administrator for the unblocking of the Card. Within 24 hours from the point of discovering that the reasons for the blocking of the Card have ceased, the Administrator shall be bound to ensure the acceptance of the Card for the implementation of any operation within the SCC and send the Operators of the Card Applications, which the Holder uses or for which he has the data space reserved on the Card in accordance with Sub-section 4.3.2 herein, information about the re-acceptance of the Card within the SCC. After receiving such information, the Operators are obliged to ensure the acceptance of the Card in the Card Application for the implementation of any transaction or making available any service through the Card Application within the period which is specified in the Conditions for the Card Application Use, unless they have discovered that the reasons for the Card blocking within the framework of the relevant Card Application still exist. Neither the Guarantor nor the Administrator shall be liable for any damages incurred by the Holder as a result of the delay of the Operator in enabling the Card acceptance within the framework of the Card Application.

4.2.8 Blocking the Anonymous Card. The Anonymous Card cannot be blocked or unblocked at the request of the Holder; the rights and obligations of the Administrator under Sub-sections 4.2.4 and 4.2.7 shall not be affected thereby.

4.3 RIGHT TO USE SERVICES AVAILABLE THROUGH THE CARD APPLICATION

4.3.1 Services. Providing services available through the Card Applications shall be governed by the contractual arrangements between the Holder and a specific Operator and the content of the Conditions for the Card Application Use. Neither the Guarantor nor the Administrator shall be liable for the content of such arrangements or the contents of the Conditions for the Card Application Use, nor shall they be responsible for the nature, content, quality or method of rendering the services made available through the Card Applications. The availability of the services through the Card Applications may be conditioned by the activation of the relevant Card Application on the Card.

4.3.2 Activation of a Card Application. The activation of a Card Application enables the Holder to access services via the relevant Card Application under the terms and conditions specified in the Conditions for the Card Application Use. The activation of a Card Application shall mean the reservation of the data space for the Card Application in the chip memory of the Card performed by the Administrator and the subsequent loading of the data of the relevant Card Application by the Operator into the data space of the Card reserved for this Card Application. The data space reservation is performed by the Administrator at the OpenCard Contact Points on the basis of a request of the Holder for the activation of the Card Application submitted in the manner specified in Article 6.1 herein or in a different manner determined by the Administrator. The loading of the data of the relevant Card Application into the data space of the Card reserved for this Card Application shall be performed by the Operator at the Holder's request and under the terms and conditions specified in the Conditions for the Card Application Use. Neither the Guarantor nor the Administrator shall bear liability for the Operator's activities subject to the previous sentence, even if these are performed at the OpenCard Contact Points.

4.3.3 Deletion of a Card Application. The deletion of a Card Application shall mean the deletion of all the data loaded onto the Card for the relevant Card Application from the data space on the Card. The deletion of the Card Application is performed by the Administrator at the OpenCard Contact Points on the basis of a request by the Holder submitted in the manner specified in Article 6.1 herein or in a different manner determined by the Administrator. The deletion of a Card Application, at the Holder's request, shall be conditioned by the previous consent of the Operator to the deletion of the Card Application loaded on the Card in accordance with the Conditions for the Card Application Use. Neither the Guarantor nor the Administrator shall be liable to the Holder for the damages incurred by him as a result of the deletion of the Card Application pursuant to this Sub-section herein.

4.4 COMPLAINTS AND CLAIMS CONCERNING THE CARDS

4.4.1 Liability for defects. The Guarantor shall be liable for the Card defects only if it arises from the generally binding legal regulations. A defect of the Card shall be considered to be only such a defect which influences the functionality of the Card.

4.4.2 Scope of the liability for defects. If the Guarantor is liable for defects pursuant to Sub-section 4.4.1 herein, the Guarantor shall be liable for the Card being functional and meeting the technical parameters for use within the PCCS at the moment of its submission to the Holder. However, the Guarantor shall bear no liability for the impossibility of using the Card within the PCCS for the reasons on the part of individual Card Applications. Furthermore, the Guarantor shall bear

no liability for the defects of the Card, which shall occur on it after its acceptance by the Holder.

4.4.3 Conditions for lodging a complaint. Without unnecessary delay after accepting the Card the Holder shall be bound to check whether the Card is functional or has other defects which would prevent it from being used within the PCCS. The Holder may report the defect of the Card no later than within 6 months from the day of accepting the Card; should he fail to report the defect within the said time, his claims arisen from the liability for defects shall cease to exist.

4.4.4 Method of lodging a complaint. The Holder shall make a complaint about possible defects of the Personal Card with the Administrator in the manner specified in Article 6.1 herein or in a different manner determined by the Administrator. The Holder shall make a complaint about possible defects of the Anonymous Card with the Administrator in the manner determined by the Administrator. When making a complaint the Holder shall be bound to present the Card. The complaint may be lodged only at selected OpenCard Contact Points, the list of which is available on the OpenCard website.

4.4.5 Obligations of the Administrator. Upon the Holder lodging the complaint the Administrator shall issue the Holder with confirmation substantiating that the Holder lodged the complaint along with the object of the complaint. The complaint itself shall be decided on by the Administrator, if possible immediately, otherwise within 30 days from the day of lodging the complaint; in such a case the Administrator shall inform the Holder about the evaluation of the complaint by sending a message to the contact details provided by the Holder.

4.4.6 Rights arisen from the liability for defects. In the case of a justified complaint about the Card, the Holder shall be entitled to the free of charge replacement of the Card in a standard manner pursuant to Article 4.5 herein.

4.5 CARD REPLACEMENT

4.5.1 Card replacement. The replacement of the Card is performed by the Administrator on the basis of the Holder's request, by cancelling the original Card and issuing a new Card, onto which he shall load the data that were recorded for the original Card in the SCC and that are valid on the day of the Card replacement. The data of a specific Card Application kept in the database of the relevant Operator for the original Card may be loaded onto the newly issued Card by this Operator, unless stipulated otherwise in the Conditions for the Card Application Use. Neither the Guarantor nor the Administrator shall be liable to the Holder for the damages incurred as a result of the Card replacement, with the exception of the replacement in the instance of the justified complaint about the Card.

4.5.2 Request for the Personal Card replacement. The Holder may ask the Administrator for the replacement of the Personal Card in the instance of the justified complaint about the Personal Card or significant damage to, destruction, loss or theft of the Personal Card, in the case of changes in the personal data of the Holder printed on the Personal Card pursuant to Sub-section 4.1.5 herein or in the instance of the expiration of the period of the Personal Card validity. Significant damage to the Personal Card shall be understood as such damage which influences the functionality of the Personal Card. The Holder shall submit a request for the Personal Card replacement in the manner specified in Article 6.1 herein or in a different manner determined by the Administrator at the selected OpenCard Contact Points, the list of which is available on the OpenCard website. On the basis of the request for the Personal Card replacement, the Administrator shall cancel the original Personal Card no later than within 2 days from the day of the Holder accepting a new Personal Card. The Holder may specify in the request for the Personal Card replacement that he requires on the spot replacement of the Personal Card pursuant to Sub-section 4.5.5 herein; unless he does so, the Personal Card shall be replaced in the standard manner in accordance with Sub-section 4.5.4 herein. It is possible to request the on the spot replacement of the Personal Card only in the case of the Personal Card containing only a non-contact chip and solely at the selected OpenCard Contact Points, the list of which is available on the OpenCard website. The Holder shall be responsible for the correctness of the data given in the request for the Personal Card replacement.

4.5.3 Handling fee for submitting a request for the Personal Card replacement. For making the request for the replacement of the Personal Card, the Holder shall pay a handling fee, the amount of which is specified in the Price List.

4.5.4 Replacement of the Personal Card in a standard manner. For the replacement of the Personal Card in a standard manner, Sub-sections 3.1.5, 3.2.1, 3.2.3, 3.2.4 and 3.2.5 herein shall be used as appropriate.

4.5.5 On the spot replacement of the Personal Card. For the on the spot replacement of the Personal Card, Sub-sections 3.1.5, 3.2.2, 3.2.3 and 3.2.5 herein shall be used as appropriate.

4.5.6 Request for the Anonymous Card replacement. The Holder may ask the Administrator for the Anonymous Card replacement only in the instance of a justified complaint about the Anonymous Card. The Holder shall submit the request for the Anonymous Card replacement in the manner determined by the Administrator at the selected OpenCard Contact Points, the list of which is available on the OpenCard website.

4.6 CARD CANCELLATION

4.6.1 Card cancellation. Card cancellation shall be understood as the permanent and irreversible blocking of the Card for the PCCS as a whole, when the Card stops being functional without the possibility of its further use. If the Administrator has the cancelled Card at his disposal, he shall physically destroy it. Upon the Card cancellation, the contractual relation concerning the Card use between the Guarantor and the Holder shall cease to exist; however the above shall not apply if the Card has been cancelled for the reason of the Card replacement subject to Article 4.5 herein. Neither the Guarantor nor the Administrator shall be liable to the Holder for the damages possibly incurred by him as a consequence of the Card cancellation under these Conditions, with the exception of cases of the justified complaint about the Card.

4.6.2 Cancellation of the Personal Card at the Holder's request. The Holder shall be entitled to ask the Administrator for the cancellation of the Personal Card. The Holder shall submit a request for the Personal Card cancellation in the manner specified in Article 6.1 herein or in a different manner determined by the Administrator. The Holder shall be responsible for the correctness of the data given in the request for the Personal Card cancellation. On the basis of the Holder's request the Administrator shall cancel the Personal Card within 2 days from the day of the submission of the request for the Personal Card cancellation.

4.6.3 Cancellation of the Card in other cases. The Administrator shall cancel the Card, even without the Holder so requesting in the following cases:

- (a) failure to collect the issued Personal Card in accordance with Sub-section 3.2.5 herein,
- (b) submission of a request for the Card replacement pursuant to Article 4.5 herein,
- (c) failure to collect the issued Card in the case of the Card replacement pursuant to Article 4.5 herein.

5. RIGHTS AND DUTIES OF THE CARD HOLDER AND GUARANTEE

5.1. RIGHTS AND DUTIES OF THE CARD HOLDER

5.1.1. The right to use the Card. The Card Holder is entitled to use the Card within the Prague Card Service Centre ("PCSC") While using the Card, the Card Holder is obliged to proceed in accordance with the Conditions for Issue and Use of the Card ("CIUC") and the Administrator's instructions stipulated in the user materials provided to the Card Holder by the Administrator or at the OpenCard website. The Card Holder is obliged not to disclose the Card identification number to third persons for purposes different from the use of the Card within the PCSC.

5.1.2. Personal Card. The Personal Card Holder may not provide his/her Personal Card to third persons to use.

5.1.3. The Card protection duty. The Card Holder is obliged to protect the Card from mechanical damage, electromagnetic field, dirt, chemicals and from effects of any kind due to which the record in the Card chip or body could be damaged. The Card Holder is obliged to keep the Card in a safe place and adopt measures to prevent from misuse, damage, destruction, loss or theft of the Card.

5.1.4. Information Duty. The Card Holder is obliged to inform the Administrator on any substantial damage, destruction, loss or theft of the Personal Card without unnecessary delay. At the same time, the Card Holder is obliged to ask the Administrator to block the Personal Card pursuant to section 4.2.2 of these Conditions. The Card Holder is also obliged to ask the Administrator to replace the Personal Card pursuant to article 4.5 hereof or cancel the Personal Card pursuant to section 4.6.2 hereof. The Card Holder is obliged to inform the Administrator of any change in the data marked in the print of the Personal Card. At the same time, the Card Holder is obliged to ask the Administrator to replace the Personal Card pursuant to article 4.5 hereof or cancel the Personal Card pursuant to section 4.6.2 hereof. The Card Holder shall fulfil the information duty through an OpenCard Contact Point or in other methods provided by the Administrator.

5.1.5. Notification Duty. The Card Holder is obliged, without unnecessary delay, to notify the Administrator of any change in data specified in the application for issue of the Personal Card. The Card Holder's duty pursuant to section 5.1.4, third sentence, is not affected anyhow by this arrangement. The Card Holder shall fulfil the notification duty as stipulated in article 6.1 hereof or in another method provided by the Administrator.

5.1.6. Duty to find out information. The Card Holder is obliged to regularly follow the Administrator's information and announcements that the Administrator publicises at the OpenCard website and OpenCard Contact Points. For this purpose, the Card Holder undertakes to visit the OpenCard website or an OpenCard Contact Point once every calendar month at least.

5.1.7. Duty to return the Personal Card. If the Card Holder holds the Personal Card, the Card Holder is obliged to return the Personal Card at an OpenCard Contact Point upon its expiration date, on receipt of a new Personal Card, on replacement of the Personal Card pursuant to article 4.5 hereof, submitting an application for cancellation of the Personal

Card pursuant to section 4.6.2 hereof or on withdrawal of approval to personal data processing pursuant to section 6.2.2 hereof. The Administrator shall destroy the returned Card physically.

5.1.8. Handling the Card Holder's personal identification code. The Card Holder is obliged to keep the Card Holder's personal identification code that was supplied to the Card Holder with the Personal Card pursuant to section 3.2.3 hereof confidential and not to make the code accessible to any third person. The Card Holder is obliged to proceed accordingly for any other identifiers that the Administrator allocated to the Card Holder for authorization purposes within the PCSC. The Card Holder is always responsible for any transaction or act during which the Card Holder's personal identification code or another identifier that was allocated to the Card Holder by the Administrator for authorization purposes within the PCSC will be used.

5.1.9. Limitation of Anonymous Card Holders' claims. In cases of loss, theft, damage or destruction of an Anonymous Card, the Card Holder is not eligible to compensation for values recorded in the Anonymous Card.

5.2. RIGHTS AND DUTIES OF THE GUARANTEE

5.2.1. Registration Duty. The Administrator is obliged to keep registration of Applicants and Personal Card Holders and registration of Cards for the purpose of issue of Cards, ensuring their life cycle and PCSC operation, and personal data of specific Applicants and Personal Card Holders and their representatives shall be kept registered for a period exceeding the period of the contractual relation concerning the issue and use of the Personal Card between the Guarantee and an Applicant or a Personal Card Holder by 30 days, and also in a necessary scope for a period till the end of the fifth calendar year following the year in which the contractual relation terminates. The Guarantee may adjust the period of data registration unilaterally, if this is necessary to satisfy requirements of generally binding legal regulations.

5.2.2. Duty to update registration. The Administrator is obliged to register changes in data concerning Applicants and Personal Data Holders or their representatives, if such persons notify the Administrator of any such change.

5.2.3. Immediate Reaction Situation. The Administrator is, at the Administrator's discretion, authorized to declare an immediate reaction situation. The immediate reaction situation means a situation that occurred in relation to PCSC that may have serious impact on the Administrator, Operator or another entity participating in the PCSC system (to avoid any doubts, the Card Holder is not such an entity), especially threat to safety or technical integrity of the PCSC system or its part, data or information saved in the PCSC system, especially personal data, threat to operability or functions of the PCSC system, or even financial transactions and safety of any Card application, and which requires an immediate reaction of the Administrator, Operator and/or other entities to avoid possible damage or non-material harm or to minimize the same. In a case of declaration of the immediate reaction situation, the Administrator may adopt measures necessary to solve such situation, and the Administrator may especially block Cards or interrupt functioning of some Card applications or PCSC as a whole, for a necessary period. Neither the Guarantee nor the Administrator are liable to the Card Holder for any damage that the Card Holder incurred due to declaration of the immediate reaction situation followed by solving the immediate reaction situation. The Administrator shall inform the Card Holder of declaration of the immediate reaction situation and adopted measures through Opencard Contact Points or in other methods provided by the Administrator.

5.2.4. Right to Change the Card. The Guarantee is authorized to decide on changing the type of the Card or its technical parameters and terminate the Card validity prematurely. The Administrator shall announce the Guarantee's decision through Opencard Contact Points and Opencard website at least three months before any such change is made. In such a case, the Card Holder is entitled to exchange the Card, free of charge, for a Card that shall comply with the new type of the Card and the necessary technical parameters, against returning the former Card. Prior to the expiration of the Card validity and pursuant to this section of the Conditions, the Card Holder is obliged to settle his/her possible receivables from the Operators. Neither the Guarantee nor the Administrator are liable to the Card Holder for any damage that the Card Holder incurred due to failure to settle the Card Holder's receivables from the Operators at the time before any change of the Card is made pursuant to this section of the Conditions, provided that such receivables cease to exist or become unenforceable due to the change of the Card.

5.2.5. Changing the CIUC Conditions and the Price List. The Guarantee and/or the Administrator are authorized to anytime propose a change of these Conditions and/or the Price List. The Administrator shall notify of any proposed change of these Conditions and/or the Price List through the Opencard Contact Points and Opencard website at least two calendar months prior to the effective date of any such proposed changes of these Conditions and/or the Price List. In the case of any proposed change of the Conditions, the Administrator shall also announce on such fact in the Listy hlavního města Prahy newspaper. If the Card Holder

does not agree to such proposed change of these Conditions and/or the Price List, the Card Holder is obliged, prior to the effective date of such proposed change of these Conditions and/or the Price List, (i) with respect to the Personal Card, to ask the Administrator to cancel the Personal Card pursuant to section 4.6.2 hereof and return the undamaged Personal Card at an Opencard Contact Point, or (ii) with respect to the Anonymous Card, to stop using such Anonymous Card and destroy it physically. Before submitting an application for cancellation of the Personal Card or destruction of the Anonymous Card pursuant to this section of the Conditions, the Card Holder is obliged to settle his/her possible receivables from the Operators. Neither the Guarantee nor the Administrator are liable to the Card Holder for any damage that the Card Holder incurred due to failure to settle the Card Holder's receivables from the Operators at the time before cancellation or destruction of the Card pursuant to this section of the Conditions.

5.2.6. Binding Changes. Unless the Card Holder asks for cancellation of the Personal Card pursuant to section 5.2.5 hereof prior to the effective date of proposed changes of these Conditions and/or the Price List, or continues to use the Anonymous Card after such effective date, the Card Holder is deemed to agree to the proposed changes of these Conditions and/or the Price List and such proposed change of these Conditions and/or the Price List becomes binding for the Card Holder.

6. OTHER ARRANGEMENTS

6.1. FORMS

6.1.1. Forms. The Applicant or the Card Holder shall carry out acts pursuant to sections 3.1.1, 3.1.4, 3.2.3, 4.2.2, 4.2.6, 4.3.2, 4.3.3, 4.4.4, 4.5.2, 4.6.2, and 5.1.5 hereof at an Opencard Contact Point through a form issued by the Administrator. Unless the Administrator specifies otherwise in a specific case, forms are submitted in two executions. For such purpose, a form copy or the second sheet of a carbon paper form are considered the other execution. Forms pursuant to this section hereof must be submitted complete. They are considered complete if they are submitted in the required number of executions, they are legible, all their obligatory requirements are fulfilled, they are signed by the Applicant or the Card Holder and comply with other requirements stipulated for specified acts by the CIUC Conditions.

6.1.2. Representation. If the Applicant or the Card Holder is a natural person under 15, a natural person who was deprived of legal capacity by the court, or a person whose legal capacity was limited by the court in a scope which does not allow such person to carry out a necessary act, the acts specified in section 6.1.1 hereof shall be carried out by his/her legal representative, who shall credibly demonstrate to be the legal representative of the concerned person. The acts specified in section 6.1.1 hereof may also be carried out by the Applicant' or the Card Holder's attorney on the basis of a written power of attorney granted for any such act separately.

6.1.3. Submitting an incomplete form. If a form pursuant to section 6.1.1 hereof is submitted incomplete, the Administrator notifies the Applicant or the Card Holder of such fact, and at the same time, the Administrator calls the same to complete the form and specifies a reasonable period to complete the form. Providing that the Applicant or the Card Holder completes the form, the day when the Applicant or the Card Holder submits the form in a supplemented complete version is deemed the form submission date. If the Applicant or the Card Holder does not complete a form duly in the specified period, the Administrator shall ignore the form, but the Administrator's entitlement to handling charge to be paid in relation to the form submission is not affected thereby.

6.2. PERSONAL DATA

6.2.1. Personal data processing. In the Service Card Centre (SCC) and PCSC operation as a whole, the Guarantee, as the personal data administrator, and the Administrator, as the personal data processor, process personal data of Applicants, Personal Card Holders and their representatives pursuant to Act no. 101/2000 of Coll., on Personal Data Protection and Amendment to Some Acts, as amended. The approval of the Applicant or his/her legal representative to processing their personal data granted to the Guarantee for purposes of the issue of the Personal Card, keeping its life cycle and PCSC operation as a whole is the precondition of the issue and use of the Personal Card. The approval of the Personal Card Holder or his/her legal representative to processing their personal data granted to relevant Operators as the personal data administrators for purposes of a specific Card application operation is the precondition of the use of the Personal Card within specific Card applications. The Personal Card Holder approves to making his/her personal data accessible to the Operator in case that it is necessary to protect the Operator's rights and interests protected by law. Detailed information on personal data processing within PCSC are stated in the document specified in section 3.1.4 hereof and at the Opencard website, but neither the Guarantee nor the Administrator are responsible for the content, correctness and completeness of information concerning

personal data processing by individual Operators as personal data administrators.

6.2.2. Withdrawal of approval to personal data processing. The Applicant or the Personal Card Holder or a legal representative of such person is entitled to withdraw his/her approval to personal data processing carried out by the Guarantee, in a form of submitting an application for cancellation of the Personal Card pursuant to section 4.6.2 hereof or in another method specified by the Administrator. The Applicant or the Personal Card Holder is also obliged to return the undamaged Personal Card at an Opencard Contact Point. The Applicant or the Personal Card Holder is not entitled to receive repayment of the handling charge for submission of an application for the issue of the Personal Card due to withdrawal of approval to personal data processing pursuant to this section hereof.

6.3. THE GUARANTEE'S RESPONSIBILITY TO THE CARD HOLDER

6.3.1. Service Card Centre operation. The Guarantee is responsible for the Service Card Centre ("SCC") operation within the activities of the Guarantee and the Administrator specified hereby.

6.3.2. Card eligibility. Neither the Guarantee nor the Administrator is responsible for inability to use a Card within PCSC due to reasons in individual Card applications.

6.3.3. Card Application operation. Neither the Guarantee nor the Administrator are responsible for operation or failures in Card application operation and their consequences and it is not, in any way, responsible for services made accessible by using the Card through Card applications.

6.3.4. Force Majeure. Neither the Guarantee nor the Administrator are liable any damage incurred due to conduct of public administration bodies or courts, denying or late granting an official permission, or any damage incurred in circumstances excluding liability for damage.

6.3.5. Limitation of liability for damage. The Guarantee's liability for damage incurred by violation of duties pursuant to these Conditions the Card Holder is limited towards to the actual damage of up to CZK 5,000 (in wit: five thousand Czech crowns). In case of violations mutually related, such violations are considered a single violation. The Guarantee is not liable for the Card Holder's lost profit or any non-material harm or other damage incurred indirectly by the Card Holder.

6.3.6. Damage caused deliberately. Limitation of the Guarantee's liability for damage pursuant to section 6.3.5 hereof does not apply to damage that was caused deliberately by persons acting on behalf of the Guarantee.

6.4. OFFSET

6.4.1. Mutual receivables offsetting. The Card Holder agrees that the Guarantee is authorized anytime to offset his/her due and undue receivables from the Card Holder regardless the currency in which they are denominated and the legal relationship they are based on, especially claims for damages, contractual fines or other payments, on any Card-Holder's receivables from the Guarantee, whether due or so-far undue. Offsetting of receivables denominated in a foreign currency shall be carried out based on the exchange rate declared by the Czech National Bank as on the date of issuing announcement on the Guarantee's offsetting. Without a prior written approval of the Guarantee, the Card Holder is not authorized to unilaterally offset his/her receivables from the Guarantee based on the issue and use of the Card on the Guarantee's receivables, regardless the fact whether such receivables are due or not.

7. TERMINATION OF A CONTRACTUAL RELATION CONCERNING THE USE OF THE CARD

7.1. REASONS FOR TERMINATION OF A CONTRACTUAL RELATION CONCERNING THE USE OF THE CARD

7.1.1. Expiration. The contractual relation concerning the use of the Card between the Guarantee and the Card Holder terminates by expiration of validity of the Card without Card replacement.

7.1.2. Cancellation. The contractual relation concerning the use of the Card between the Guarantee and the Card Holder terminates due to the Card cancellation pursuant to article 4.6 hereof. The aforementioned does not apply if the Card was cancelled due to Card replacement pursuant to article 4.5 hereof.

7.2. SURVIVAL OF EFFECTIVENESS

7.2.1. Survival of effectiveness. The Personal Card Holder's duty pursuant to section 5.1.7 hereof is not affected by termination of the contractual

relation concerning the use of the Card between the Guarantee and the Card Holder.

8. FINAL AND TRANSITIONAL PROVISIONS

8.1. EFFECTIVENESS

8.1.1. Effectiveness. These Conditions become effective on 1 January 2009.

8.2. SCC OPERATION LIMITATION

8.2.1. SCC operation limitation. For an interim period from the effective date of these Conditions, the scope of activities and fulfillments provided by the Guarantee and/or the Administrator hereunder may be limited. The Administrator shall announce the end of such interim period at the Opencard website, and such interim period shall not survive the date of 31 December 2009.