

Product Terms of the SMS Ticket Service / Terms and Conditions for Using the SMS Ticket Service

Pilsen City Transport Company, joint-stock company, registered in the Commercial Register kept by the Regional Court in Pilsen, Section B, Insert 710, Company ID: 25220683, VAT ID: CZ25220683, with its registered office at Denisovo nábřeží No. 920/12, 303 23 Pilsen (hereinafter referred to as "PMDP")

INTRODUCTORY PROVISIONS

By ordering the SMS Ticket service, the purchaser fully accepts and agrees to these Product Terms of the SMS Ticket Service / Terms and Conditions for Using the SMS Ticket Service (hereinafter referred to as the "SMS Ticket Terms") and undertakes to comply with them. At the same time, by ordering the SMS Ticket service, the purchaser agrees to the Contractual Conditions of Carriage of PMDP.

The current wording of the SMS Ticket Terms and the Contractual Conditions of Carriage is available to purchasers at all PMDP sales outlets and on the website www.pmdp.cz.

The operation of the SMS Ticket service for PMDP is provided by GLOBDATA a.s., with its registered office at Na Příkopě 393/11, Staré Město, 110 00 Prague 1, Company ID: 05642361.

GENERAL PROVISIONS

PMDP enables the purchaser to purchase a travel ticket via the SMS Ticket service. The travel ticket is valid if used in accordance with the conditions set out in the Contractual Conditions of Carriage of PMDP, the Transport Regulations and the Fare Tariff.

For the purchase of an SMS Ticket, the purchaser pays the price according to the valid SMS Ticket Price List.

PMDP is entitled to amend these SMS Ticket Terms unilaterally. Information on changes will be published on www.pmdp.cz and at PMDP sales outlets at least 2 months prior to the effective date.

The SMS Ticket is a travel document entitling the passenger to multiple individual journeys during its validity period within the specified scope. Its validity is determined by the time period stated in the SMS Ticket text (35 minutes or 24 hours depending on the type of SMS Ticket purchased).

The SMS Ticket is valid within the territorial zone specified in the SMS Ticket text (Zone P1).

The SMS Ticket is valid only on vehicles operated by PMDP.

BASIC INFORMATION ABOUT THE SMS TICKET SERVICE

The SMS Ticket service is a product that allows passengers using public transport to purchase an electronic travel ticket (electronic SMS Ticket).

The electronic SMS Ticket is a technical solution that enables passengers to order an electronic ticket via a premium SMS service using a mobile phone or another similar technical device through which mobile telecommunications services can be used, and subsequently to present a copy of the electronic ticket during ticket inspection.

Both the ordering of the electronic ticket and the subsequent inspection are carried out via Premium Rate SMS.

USE OF THE SMS TICKET SERVICE

General Information

To obtain an electronic ticket, i.e. an SMS Ticket, the purchaser must be equipped with a mobile electronic device capable of sending and receiving SMS messages and must have the Premium SMS service activated. The telephone number from which the SMS message is sent must be registered in the network of one of the Czech mobile operators (e.g. O2, T-Mobile, Vodafone).

Ordering an SMS Ticket

The ordering of an SMS Ticket is carried out as follows:

- Ordering an SMS Ticket with a validity of 35 minutes consists of sending a short text message (SMS) with the specific text PMDP35M (i.e. the keyword) to the telephone number 90206, valid for all operators.

Example:

The passenger sends an SMS with the text:

- *PMDP35M to the telephone number 90206*
- *where PMDP35M is the keyword and 90206 is the telephone number common to all operators.*

- *Ordering an SMS Ticket with a validity of 24 hours consists of sending a short text message (SMS) with the specific text PMDP24H (i.e. the keyword) to the telephone number 90206, valid for all operators.*

Example:

The passenger sends an SMS with the text:

- *PMDP24H to the telephone number 90206*
- *where PMDP24H is the keyword and 90206 is the telephone number common to all operators.*

Based on the submitted order, the purchaser will receive an SMS Ticket in the form of an SMS message within approximately 1 minute. The text of the received SMS Ticket contains the following information: carrier identification / ticket type and price / validity / zone / HASH code / SMS Ticket control code.

Example:

PMDP, a.s.

Transfer ticket CZK 22

Validity

from: 01/09/10 16:30

to: 01/09/10 17:05

Zone P

Valid on vehicles operated by PMDP, a.s.

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DUPLICATE TICKET ORDER

In the event that the purchaser accidentally deletes the confirmation message during its validity period and subsequently wishes to use the ticket until the end of its validity, the purchaser may request delivery of a duplicate of the SMS Ticket by sending an SMS message with the text PMDP35MD (for an SMS Ticket with a validity of 35 minutes) or PMDP24HD (for an SMS Ticket with a validity of 24 hours) to the telephone number 9000603.

For the duplicate SMS Ticket, the purchaser shall pay the price according to the valid SMS Ticket Price List, which is available at all PMDP sales outlets and on the website www.pmdp.cz.

Example of a duplicate SMS Ticket:

(DUPLICATE) PMDP, a.s.

Transfer ticket CZK 22

Validity

from: 01/09/10 16:30

to: 01/09/10 17:05

Zone P

Valid on vehicles operated by PMDP, a.s.

QFiYdTdom / 361406

ISSUANCE OF SIMPLIFIED TAX DOCUMENTS

For each purchased SMS Ticket, the purchaser is entitled to obtain (print) a simplified tax document via an online application available at smsjizdenka.pmdp.cz.

The purchaser may obtain the simplified tax document within 3 months from the purchase of the SMS Ticket.

Instructions for obtaining the tax document via the above-mentioned online application are available at smsjizdenka.pmdp.cz.

PRICE OF THE SMS TICKET

For an SMS Ticket, the purchaser shall pay the price according to the valid SMS Ticket Price List, which is available at all PMDP sales outlets and on the website www.pmdp.cz. Sending the order SMS message is charged to the purchaser according to the tariff of the mobile operator used by the purchaser.

The price of the SMS Ticket is paid by the purchaser through the procedure for using the mobile operator's SMS service. The price of the SMS Ticket is not included in the price of telecommunications services provided by any operator; the operator merely enables the collection of the fare and does not provide a telecommunications service to the passenger. This method of fare payment forms part of the billing issued by the operator to the passenger; however, it does not constitute a telecommunications service. Payments are shown in the operator's billing separately from telecommunications services as so-called third-party payments.

RIGHTS AND OBLIGATIONS OF THE PURCHASER

By purchasing an SMS Ticket, the purchaser agrees to the conditions stipulated for its use as set out in these Product Terms of the SMS Ticket Service / Terms and Conditions for Using the SMS Ticket Service and in the Contractual Conditions of Carriage of PMDP, a.s., and undertakes to comply with them. In particular, the purchaser undertakes to enable an authorised person (ticket inspection staff) to properly verify the validity of the SMS Ticket by presenting, upon request and in accordance with the Contractual Conditions of Carriage, the mobile communication device in which the SMS Ticket is stored. By purchasing an SMS Ticket, the purchaser agrees to present the

mobile communication device to the authorised person and is, upon request, obliged to prove the received SMS Ticket data (i.e. not only the text of the received SMS message itself, but also other related details), or, where applicable, to provide the telephone number of the mobile communication device, thereby enabling verification of the validity of the SMS Ticket. If the passenger fails to meet these conditions or any one of them, they shall be considered, during ticket inspection, to be a passenger without a valid travel document within the meaning of the Contractual Conditions of Carriage.

The passenger is obliged to board the vehicle only after a valid SMS Ticket has already been received on their mobile communication device, which is delivered to the device after sending the relevant text message to the telephone number specified above.

The purchaser acknowledges that the SMS Ticket is invalid if:

- its validity period has not yet commenced or has expired,
- it is not used within the zone defined by the validity of the SMS Ticket,
- it was not sent by a contractual distributor of SMS Tickets,
- it has been modified, altered, rewritten or forwarded in any way,
- the passenger sent the SMS to purchase the ticket only after the commencement of transport, or commenced transport before the SMS Ticket was delivered to them,
- the passenger failed to comply with the conditions stipulated for its use as set out in the SMS Ticket Terms or the Contractual Conditions of Carriage of PMDP, a.s.,
- it cannot be found during ticket inspection on the basis of the assigned code,
- its validity cannot be verified due to circumstances on the passenger's side.

If the passenger does not receive the SMS Ticket on the mobile communication device from which the SMS Ticket was ordered, the passenger is obliged to purchase another travel document for the purpose of transport. Otherwise, the passenger shall be considered a passenger without a valid travel document.

If the passenger considers the performed operation (purchase of an SMS Ticket) to be incorrect, the passenger is entitled to submit a complaint in accordance with the conditions set out in the PMDP Complaints Procedure, which is published at all PMDP sales outlets and on the website www.pmdp.cz.

All fees associated with the use of the SMS Ticket service are specified in the tariff or in the SMS Ticket Price List. If an operation is not listed in this price list, it shall be deemed to be free of charge.

In connection with the ordering of an SMS Ticket, PMDP, as the data controller, in accordance with Act No. 101/2000 Coll., on the Protection of Personal Data and on Amendments to Certain Acts, as amended, stores the mobile phone number from which the SMS Ticket was ordered (hereinafter referred to as the "telephone number"). The provision of the telephone number by the purchaser is entirely voluntary; however, without its provision, it is not possible to use this service.

The telephone number is stored by PMDP for the purposes of complaint handling and for purposes arising from binding legal regulations (in particular tax regulations), and only for the period strictly necessary to achieve the stated purpose.

The passenger's telephone number will also be processed by the following companies:

- DIRECT pay, s.r.o., with its registered office at Ostrovní 126/30, 110 00 Prague 1, Company ID: 261 70 752.
- GLOBDATA a.s., with its registered office at Prague 1, Na Příkopě 9–11, 110 00, Company ID: 250 98 900,

which, in the position of processors, ensure the technical operation of the SMS Ticket system.

The purchaser is entitled to request information on the method of storage of the telephone number from which the SMS Ticket was ordered, and if inaccuracies are identified in the data processed by PMDP or any of the above-mentioned processors, the purchaser is entitled to request that such data be corrected.

If the purchaser finds, or believes, that PMDP or any of the above-mentioned processors processes the telephone number in a manner that is contrary to the protection of the purchaser's private and personal life or contrary to generally binding legal regulations, the purchaser may:

- request an explanation from PMDP or the relevant processor,
- request that PMDP or the relevant processor remedy the resulting situation,
- contact the Office for Personal Data Protection.

OBLIGATIONS AND LIABILITY OF THE PURCHASER

The purchaser is obliged to use the SMS Ticket service in accordance with these SMS Ticket Terms, in particular to comply with all principles and obligations enabling its proper use. The purchaser is liable for unauthorised attempts to misuse the SMS Ticket.

Relations between the purchaser and PMDP not governed by these SMS Ticket Terms shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended.

These SMS Ticket Terms become valid and effective as of 1 January 2021.