INFOBUS s.r.o., reg. No. 242 45 224, registered address: Pod Harfou 938/42, 190 00 Prague 9, Czech Republic, company incorporated in Commercial Register in Municipal Court in Prague, entry C 196191 (*hereinafter referred to also as "Provider" or "INFOBUS"*)

GENERAL TERMS AND CONDITIONS OF SELLING TICKETS AND OTHER SERVICES AND GOODS

INFOBUS ensures reservation and sales of tickets for definite bus and railway lines and flights provided by other carriers (on contractual basis) by means of own Internet reservation and sales platform BusSystem, as well as by means of sales points of direct ticket sales.

INFOBUS issues these Terms and Conditions of selling of tickets and related services pursuant to Act No. 89/2012 Coll., Civil Code. These Terms and Conditions enter into force and effect on the date 31.08.2018. These General Conditions replace those that were valid before these General Conditions came into effect.

In the event of any inconsistencies between the Czech and other language version of these General Conditions or any information on the website, the Czech version shall be final.

I. Definitions

For the purposes of these Terms and Conditions for end customer, the following terms are defined:

- 1. "BusSystem" an electronic Internet system (hereinafter referred to also as "System"), by means of which Provider sales tickets and/or services, including Provider's sales points, Internet portals as well as by means of third parties (hereinafter referred to as "Vendors");
- 2. "additional services" or "supplementary services" other services offered by the System, which are indicated in the price-list;
- 3. "price" the price of a sold ticket or other (related) service;
- 4. "price-list" a document containing selling prices of tickets, or any other price-list of Provider or Vendor containing information about the prices of tickets or additional services;
- 5. ",http://partner.bussystem.eu/" http://bussystem.eu/ www.infobus.eu and others Provider's Internet portals intended for displaying information from them System and about the System to Customers and Vendors;
- 6. "Webshop interface" a web interface by means of which Internet sales are ensured;
- 7. "Provider" an entity selling tickets and related and additional services, here INFOBUS s.r.o.;
- 8. "represented" a person (an entity) being represented on the basis of sales representation agreement, who may be, for example, a carrier, whose tickets are being sold, or an agent selling tickets, or any other person (entity) selling tickets and related and additional services;
- 9. "Vendor" a third party (person) who represents Provider and sells tickets and other services or goods on the basis of a contract concluded with Provider;
- 10. "Agent" a third party (person) who acts as an intermediary for sales of Provider's tickets or services on the basis of a contract concluded with Provider;
- 11. "Customer" a third party (person) who has purchased a ticket or additional service by means of the System, or who by definition is interested in purchasing a ticket or using an additional service;
- 12. "Carrier" a person (an entity) legally operating bus, railway or air transportation;
- 13. "Passenger" such Customer who makes use of his/her transport rights arising from the ticket by boarding a vehicle, a train or a plane, or entering a designated area accessible only with a valid ticket;
- 14. "Customer card" a customer loyalty card where bonus points can be credited to and withdraw from as stated in Terms and Conditions;
- 15. "Customer identification code" a special identification code assigned to Customer during his/her registration on Provider's website;
- 16. "Consumer" such Customer who has concluded with Provider the contract which deals neither with Customer's business activity, nor with Customer's independent execution of his/her professional activities;
- 17. "Ticket" a bus ticket, a train ticket, a flight ticket or other similar document being sold in the System or by means of points of direct sales of ticket;
- 18. "Order" Customer's order created by means of Provider's Internet System, or by means of points of direct sales of ticket, or by other means determined in these Terms and Conditions;
- 19. "login and password" a username and a password (access data) which enable and entitle to enter or to connect to the System;
- 20. "User account" a user account created in System for Customer or Vendor;

- 21. "Vendor identification code" an identification number of Vendor which shall be generated by Provider for Vendor to access the System;
- 22. "Terms and Conditions" commercial conditions for Customers specifying contractual relations between Provider and Customer;
- 23. "Contractual conditions of carriage" the conditions which govern public line transportation of passengers in compliance with the Decree of the Ministry of Transport and Communications of the Czech Republic No. 175/2000 Coll. on Transport Regulations for public rail and road passenger transport;
- 24. "Sales representatives" or "Sales representatives network" sales representatives or the network of sales representatives who ensure sales of tickets or related services for Provider in the System;
- 25. "Personal data" personal data of Customer or Vendor stated in Terms and Conditions or in the contract of carriage or in the ticket;
- 26. "Sales representation agreement" an agreement on sales representation between Sales representative and Provider;
- 27. "Contract of carriage" a contract which establishes binding legal relationships between Carrier and Passenger based on transport rules, tariff and declared contractual conditions of carriage, according to which Carrier undertakes to transport Passenger from the departure station to the destination station properly and in time, by means of lines indicated in the transport rules, and Passenger undertakes to respect the transport rules and to pay the respective price for the transportation (hereinafter referred to as "fare") in accordance with the tariff.
- 28. "Party" or "Parties" separately or together denote Provider (or Provider's Sales representative, or Vendor) and Customer;
- 29. "Related services" the services which Provider offers along with the tickets or independently, for example, travel insurance or other insurance, accommodation, customer center services, call-center and alike;
- 30. "Goods" the goods which Provider offers by means of platform BusSystem or third parties.

II. Introductory provisions

- 1. These Terms and Conditions govern the mutual rights and obligations of Parties arising from selling tickets, additional and related services and/or goods, and/or on the basis of the contract of carriage concluded with Customer or in connection with it.
- 2. Besides, the Terms and Conditions for Customers govern the rights and obligations of Parties while using Provider's web portals and the legal relations connected with it.
- 3. The Terms and Conditions for Customers, in the respective provisions, also relate to the cases when Provider's tickets, additional and related services and/or goods are sold by Provider's Vendors (Sales representatives).
- 4. By entering the contract of carriage, Carrier undertakes to transport Passenger to the destination point, and Passenger undertakes to pay the fare. The contract of carriage establishes binding legal relationships between Carrier and Passenger on the basis of transport rules, tariff and declared contractual conditions of carriage, where Carrier, among other, undertakes to transport Passenger from the departure station to the destination station, properly and in time, by means of lines indicated in the transport rules, and Passenger undertakes to observe the transport rules and to pay the respective price for the transportation (hereinafter referred to as "fare") in accordance with the tariff. The contract of carriage is deemed to be concluded, if Customer makes use of his/her transport rights arising from the ticket by boarding a vehicle, a train or a plane, or entering a designated area accessible only with a valid ticket. The contract of carriage is also deemed to be concluded, if Carrier allows Passenger to board a vehicle or a train without a ticket, so that Passenger shall pay the fare immediately after boarding (this provision is not applicable to air transport). Children under 6 years old cannot conclude the contract of carriage; Passenger is allowed to transport with him/her one child or more children under 6 years old (for free or for respective charge according to the conditions of the particular Carrier and the line). The contract of carriage is fulfilled on behalf of Carrier by proper execution of transportation in the agreed extent according to the concluded contract. Passenger can unilaterally terminate the contract of carriage by terminating his/her travel at earlier station than that stated in the ticket (in case of such termination Passenger shall lose the right to continue the travel and to exercise this right later after getting off). The contract of carriage is also deemed to be fulfilled by execution of transportation in other extent than agreed, if Passenger was rightfully excluded from transportation by the driver or steward or Carrier's authorized person who proves his/her authorization by a control badge, or by any other Carrier's authorized person who proves by Carrier's ID his/her entitlement to give instructions and orders to passengers. The contract of carriage is fulfilled on behalf of Passenger by paying for the transportation and respecting the transport rules during the entire transportation.

5. By purchasing a ticket (generally valid ticket, or a ticket valid for a specific date and route, or by purchasing a ticket with seat reservation for a specific line, or a flight ticket) the contract of carriage is not concluded.

The contract of carriage is deemed to be concluded only by Passenger's starting the transportation in accordance with the above-mentioned ticket and its validity. The contract of carriage is also concluded by Passenger's boarding the vehicle and purchasing the ticket there, (this provision is not applicable to air transport). By purchasing a ticket, Passenger obtains the right to conclude the contract of carriage, which is concluded implicitly (i.e. without formalities, or also tacitly); the contract is concluded with all conditions, which were offered.

- 6. The compliance with the tariff and with contractual conditions of carriage is understood in such a way, that the ticket must be valid for the specific date, specific departure station or tariff zone, must be full-price or with rightful and proven discount, properly filled in or otherwise marked, used by the rightful person (for ticket and discounts with names, etc.).
- 7. Provider is not liable for the means and course of transportation in accordance with the sold ticket (unless Provider himself acts as a carrier on the respective line); the respective Carrier is always liable. Provider is also not liable (unless Provider himself acts as a carrier on the respective line) for resolving any complaints or claims related to transportation or using the specific service (unless Provider himself acts as a supplier of such service). Customer shall exercise the respective rights directly at Carrier or the supplier of the purchased service. When resolving any disputes, claims or complaints concerning Carrier or service supplier, Provider shall undertake to act with reasonable cooperation.

III. Reservation and purchase of ticket

- 1. Reservation means free of charge, non-binding, temporary blocking of a ticket (if such possibility is available for the specific line/flight), or paid, binding, temporary blocking of a ticket (if such possibility is available for the specific line/flight) with the purpose of purchasing it later (this provision is not applicable to air transport). During the reservation process, Customer is informed about the time until when the reserved ticket can be purchased. Customer makes reservation by choosing among all the lines available for reservation, which the System shall offer, based on the request details entered by Customer into the System (departure and destination stations, date and time of departure). If Carrier allows purchasing an E-Ticket for the chosen line (hereinafter also as "E-Ticket"), the reservation can be purchased online in the form of an E-Ticket by placing the reservation into the shopping cart and making payment by means of a chosen payment gate (see E-Ticket purchase). The reserved ticket can be also purchased within working hours at any sales point of Infobus where direct ticket sales are provided by indicating the reservation code (only if for the current line the System allows online reservations with further purchasing the ticket at the point of direct sales).
- 2. Provider's Webshop contains the list of available tickets, additional and related services, with prices of each particular offered ticket and additional and related service indicated for each particular item; detailed information is always available only when searching for a specific line.
- 3. All offers of tickets, additional and related services, available on Provider's Webshop, are non-binding (offers do not comply with proposals put forward pursuant to § 1732 of Act No. 89/2012 Coll., Civil Code), and therefore Provider is not bound to conclude the contract, nor is Provider bound to justify such decision.
- 4. Tickets may have both electronic form (E-Tickets) and printed form (standard form tickets).
- 5. Tickets in printed form (standard form tickets) are available for purchase at any point of direct sales of ticket. By purchasing a ticket in printed form Customer expresses his/her consent with Terms and Conditions as well as with processing his/her personal data.
- 6. Purchase of an E-Ticket is possible without registration.
- 7. By purchasing a ticket Customer is obliged to grant his/her consent with Terms and Conditions as well as with processing his/her personal data. By purchasing an E-Ticket Customer expresses his/her consent with Terms and Conditions of contract as well as with processing his/her personal data in accordance with the Privacy Policy and other documents governing the protection of personal data.
- 8. For some lines Carriers may demand Passenger's details, e.g. name, surname, passport No., phone No. If such details are required, they are always indicated on the tickets, and such tickets are not transferable (this provision is always valid for air transport).
- 9. While choosing a line, Customer shall be informed about the discounts available for this line. Passenger must prove his/her entitlement for discount while boarding a bus, a train or a plane, otherwise Passenger forfeits his/her entitlement for transportation without compensation.
- 10. During the purchase process, Customer shall specify the desired number of tickets and the specific discounts. Should Carrier require Passenger's name (or any other details, including those necessary for communication with Passenger, especially for the purpose of informing about possible changes or line

cancellation), it is required to provide the name of the particular Passenger and other details which may be requested (this provision is always valid for air transport). When purchasing without registration, it is required to provide an e-mail address onto which the E-Ticket should be sent. The customer shall enter all the details into the order form on Provider's Webshop interface. The order form shall, above all, contain information about the ordered ticket or related service, the price of the ticket or the related service and the payment method, as well as the information pursuant to §§ 1820 - 1840 of Act No. 89/2012 Coll., Civil Code, and expression of Customer's consent with Terms and Conditions. Customer expressly agrees with using the means of remote communication while concluding the contract on providing services, and also confirms that Customer was provided with all the necessary information in accordance with Civil Code (above all - with §§ 1820 - 1840 of Act No. 89/2012 Coll., Civil Code). All possible Customer's costs related to using the means of remote communication arising from the process of concluding the contract on providing services (e.g. Internet connection costs, telephone calls costs, etc.) shall be paid by Customer.

- 11. While paying for the E-Ticket (or while making any other payments by means of the Internet System), Customer shall be redirected to a chosen payment gate. Provider has absolutely no access to any sensitive data of Customer's Internet banking (access data), nor to Customer's payment (debit or credit) card details (card number, cardholder's name, validity period or CVV code). Card payments are secured by 3D Secure system or by another similar system.
- 12. After successful payment completion, Provider shall send the E-Ticket in electronic form. The file with E-Ticket shall be sent by Provider in the respective format onto Customer's e-mail address which was provided during the purchase process (or by SMS, QR code, or by any other method relevant for the specific case). Customer can view this file, print or save.
- 13. Without having a printed E-Ticket (if required), as well as without having a document (upon request) proving Passenger's entitlement for the discount (if the discount was applied), Passenger shall not be allowed to board a bus, a train or a plane, and the E-Ticket shall be forfeited without compensation. If Carrier does not require the printed form of the E-Ticket, proof by means of code of the E-Ticket shall be sufficient. Customer shall be informed about such peculiarities during the process of purchasing the E-Ticket and in e-mail with the E-Ticket.
- 14. The process of purchasing E-Tickets or additional and related services by means of Webshop is performed on Provider Internet portal(s) via web interface.
- 15. These conditions are correspondingly valid also for purchasing tickets or additional and related services by any other means, e.g. by e-mail, by phone or personally (especially at Provider's or Sales representative's sales point).
- 16. Provider is not liable for Vendors' methods of sales of tickets or additional and related services, nor is Provider liable for the contents of their websites or other websites where Vendors might place information about the tickets and related services, links to Provider's website and other information.
- 17. While purchasing an E-Ticket, or receiving the reserved ticket, or purchasing a ticket at a sales point, Customer is obliged to check all the details, above all the date and time of departure, the chosen line, the price, the e-mail address for delivery (if applicable). If any mistakes are found, Customer must immediately after receiving the ticket request to cancel it or to make the respective changes.
- 18. Provider is not liable for any harm caused by Customer's not having received or not having properly received his/her ticket.
- 19.Passenger shall not be entitled to be paid any compensation for possible harm caused by delay or cancellation of the line, except for the compensations mentioned below. If Passenger was unable to use a bus ticket because the respective line was cancelled or delayed at the departure station for more than 2 hours (or in case of overbooking), Passenger obtains the right (see Regulation of EP and Council of EU No. 181/2011) for alternative transportation (rerouting) or for refund of the whole amount of the ticket price (Passenger must be provided with the possibility to choose between either continuing/rerouting his/her travel to the destination point with the soonest opportunity or compensation of the fare amount, if possible also free transportation of Passenger to his/her initial departure point; if Carrier does not offer such choice, Passenger is entitled to get paid a harm compensation in the amount of 50% of the fare which shall be paid within 1 month after the compensation claim was submitted); in case of railway transportation, if Passenger was unable to use the railway ticket because the respective line was cancelled or delayed at the departure station for more than 2 hours, Passenger obtains the right for refund of the whole amount of the ticket price (if the ticket was still used despite the delay, Passenger is entitled for compensation in accordance with conditions of the specific Carrier).

In case of air transportation, if Passenger was unable to use the flight ticket because the respective flight was cancelled or delayed for more than 5 (five) hours, Passenger obtains the right for alternative transportation (rerouting) or for refund of the whole amount of the ticket purchase price; if the flight cancellation was caused by the air carrier company, Passenger is entitled for harm compensation in accordance with special regulation (see Regulation of EP and Council of EU No. 261/2004). Passenger

must request such compensation from Provider in written form (the copy of the ticket must be attached). Operator is obliged to confirm all the complaints accepted in this way within 2 working days. If Customer does not obtain the confirmation of acceptance within this period, the complaint should be treated as undelivered and must be submitted again. Operator shall verify the complaint at Carrier, and if Carrier recognizes it as rightful, shall refund the fare amount to Customer in the same way as Customer initially paid it; Provider is also entitled to refund the amount in cash upon agreement with Customer. Customer shall be informed about the results of the complaint procedure.

IV. Ticket cancellation

- 1. Customer is entitled to cancel his/her purchased ticket within the period and under the conditions specified for each particular line. Cancellation conditions are always defined by each particular Carrier. The ticket contains information about cancellation fee and the period of time before departure till when the ticket may be cancelled.
- 2. A printed ticket (standard form ticket) can be cancelled only at the point of direct sales of ticket where it was initially purchased; an E-Ticket can be cancelled only by means of the Internet application where it was initially purchased, or by means of Customer's user account; if needed, Customer may address Provider's customer support service (customer helpline).
- 3. The refund amount shall be paid to Customer in the same way as Customer initially paid it; Provider is also entitled to refund the amount in cash upon agreement with Customer.

V. User account

- 1. After registration on Provider's website Customer shall obtain access to his/her user account and may start using it. From his/her user account Customer can make reservations, purchase tickets, and additional and related services. (If allowed by Provider's Webshop interface, Customer can also make reservations and purchase tickets and additional and related services without registration directly from Webshop interface).
- 2. During registration, Customer grants his/her consent with collecting and processing of a certain set of personal data. During registration only necessary for BusSystem, data are acquired. Information about Customer and his/her purchases is stored in secured database and is not provided to third parties. Customer is entitled to request deletion or correction of his/her personal data at any time (modify or delete the registration). During registration and reservation of tickets and additional and related services Customer is obliged to fill in all the required data correctly, completely and truthfully. Customer is obliged to update data in his/her user account without unnecessary delay, if these data has changed. All data entered by Customer in his/her user account and during reservation of tickets or related services shall be treated by Provider as correct, complete and truthful; Provider shall not bear any responsibility in case if these data are incorrect, incomplete or false.
- 4. Access to user account is secured by username and password. Both Customer and Provider are obliged to maintain confidentiality regarding the access to user account; Provider is not liable for violation of this obligation by Customer.
- 5. Customer is not allowed to grant access to his/her user account to third parties, it is always presumed that it is Customer who performs all actions using his/her user account, and thus such actions are binding for Customer.
- 6. Provider is entitled to delete user account, in particular if Customer has not been using his/her user account for more than 6 month, or if Customer has seriously violated his/ her obligations arising from the contract of carriage or other general binding legal regulations. Customer is not entitled to claim any fulfillment or benefits from deleted user account.
- 7. Customer acknowledges that the user account does not necessarily have to be always accessible, above all, due to Provider's necessity to carry out maintenance on hardware and software (or maintenance of hardware and software on equipment of third parties). Provider shall take all reasonable efforts not to carry out, if possible, such necessary maintenance on working days between 9:00 and 17:00.

VI. Conditions of issuance and use of customer card

- 1. During registration on Provider's website a special identification code shall be automatically assigned to Customer, and at the same time a Customer card shall be automatically issued. In similar manner the card can be issued at any sales point of Provider. By taking over the card, or by having completed registration on Provider's website, Customer agrees with the contents of these conditions.
- 2. Customer card can be issued either in electronic or in physical form, and shall remain the property of Provider during the entire period of its existence. Customer card is issued for free and for an indefinite period of time.

- 3. Customer shall be obtaining bonus point credited to his/her customer card in accordance with the respective rules determined by Provider. These rules are available on Provider's website.
- 4. Provider is entitled to revoke or cancel Customer's card in case of Customer's violation of transport rules or contract of carriage, or in case of Customer's delay with any kind of payments to Provider.
- 5. Provider is not liable for possible loss or misuse of Customer card by third persons.
- 6. In case of loss, theft or damage of Customer card, Customer may obtain a new card which can be issued upon his/her request and shall be charged with the fee of 50 CZK (2 EUR). Bonus points are transferable and the newly issued Customer card shall contain all the bonus points, which Customer has on his/her user account.
- 7. Bonus points are credited to Customer's card based on purchased tickets and services. The number of bonus points to be credited is always indicated for each ticket or additional and related service in the respective price-list (available on Provider's Internet portals). Provider is entitled to change the way of crediting bonus point to Customer cards at any time.
- 8. Bonus points credited to Customer card can be used by Customer solely for payment for tickets or additional and related services offered by Provider.
- Using Customer card, as well as crediting and making use of bonus points, is possible only when Customer is logged in his/her user account, or by indicating Customer's card number when using other means of purchasing tickets, additional and related services.
- 10.Bonus points are not credited in case of order cancellation and in cases when an order is being fully or partially paid with bonus points from Customer card.
- 11. If Customer cancels the order, the bonus points used for it shall not be returned.
- 12. Bonus points cannot be used for payment for orders of tickets, additional or related services with discounts applied by Provider or which are the subjects of other discounts.
- 13.Bonus points cannot be exchanged for cash.
- 14. Customer card must be used solely by that Customer whom is was issued for; it is personally linked to Customer and is not transferable. Customer is solely liable for using the card.

VII. Price and payment conditions

- 1. The ticket price is always determined by the respective tariff. The price of additional or related service and/or goods is a contracted price.
- 2. Customer can pay to Provider the price for the ticket or additional or related service by the following means: a) in cash (at the cash-desk) at Provider's sales point; b) in cash (at the cash-desk) at Vendor's or Sales Representative's sales points; c) using a debit or a credit card on web interface by means of a chosen (secured) payment gate; d) by bank transfer onto any Provider's bank account (if allowed by the System in this particular case).
- 3. All possible bank fees or other fees and costs which Customer may have in connection with his/her payment and which are not Provider's income shall be paid by Customer.
- 4. In case of cash payment, the price must be paid at the moment of receiving the ticket or the document (confirmation) on additional or related service. In case of non-cash payment, the price must be paid at the moment when Customer receives the price notification, unless agreed otherwise.
- 5. When making a non-cash payment, Customer is obliged to indicate the reference number for the respective payment, if it was provided to Customer or supposed be known to him/her. If the payment reference number was not provided to or is not known by Customer, then as the reference number Customer shall indicate the number of ticket or reservation (or customer's identification code if assigned). In case of non-cash payment, Customer's obligation to pay the price shall be fulfilled at the moment when the respective amount has been credited to Provider's account.
- 6. Customer acknowledges that in certain justified cases the price may be the subject of changes by Provider until it is confirmed; once the price has been confirmed to Customer or has been paid by Customer, Provider is not entitled to change it; the contract (the purchase contract is meant, with a ticket or additional or related services being its subject) is deemed to be concluded when the price has been paid by Customer.
- 7. Should it be common practice in the course of trade, or if it is required by general binding legal regulations, upon receiving Customer's payment according to this contract Provider shall issue to Customer an invoice, which shall contain all the requisites determined by special legal regulation. Instead of issuing an invoice, Provider may issue the ticket or the receipt for related service, which shall contain the requisites pursuant to Act No. 235/2004 Coll. on Value Added Tax.

VIII. Withdrawal from the contract

- 1. If the contract concluded by Customer with Provider deals with Customer's business activity or concluded within the framework of independent execution of Customer's professional activities, then withdrawal from the contract shall be governed by provisions of §§ 2001 2005 of Act No. 89/2012 Coll., Civil Code.
- If Customer concluded the contract with Provider as a consumer, then withdrawal from the contract shall be governed by provisions of §§ 1810 - 1851 of Act No. 89/2012 Coll., Civil Code, and for the contracts concluded remotely - also §§ 1829 - 1851 of Act No. 89/2012 Coll., Civil Code. Withdrawal form for Consumer is available on Provider's website.
- 3. Customer hereby acknowledges that pursuant to § 1837 letter j) of Act No. 89/2012 Coll., Civil Code, Customer is not entitled to withdraw from the contract of carriage (transportation) if it is provided on a specific date.
- 4. In case of proper and effective withdrawal from the contract, such contract becomes invalid and void, unless otherwise determined by legal regulations, and all rights and obligations of Parties become not valid to the extent of withdrawal effectiveness.
- 5. In case of withdrawal from the contract, Provider shall return to Consumer within 10 days after obtaining withdrawal notification all the money which Provider has accepted in accordance with the contract or in connection with it, using the same payment method which was initially used by Consumer. Provider is also entitled to refund the amount in cash, if agreed with Consumer.

IX. Other rights and obligations of Parties

- 1. Provider is not liable for Carriers (third parties) whose responsibility is governed by their respective transport rules and conditions of carriage.
- 2. Customer acknowledges that software and other parts constituting the Webshop interface (including graphic elements and photos) are copyrighted. Customer is not allowed to perform any actions, which could enable Customer or third parties to illegally interfere or illegally use the software or other parts constituting the Webshop interface.
- 3. While using the Webshop interface, Customer may not use any tools, software or other procedures, which may affect negatively the operation of the Webshop interface. It is allowed to use the Webshop interface solely to the extent, which does not infringe the rights of other customers of Provider, and to the extent, which complies with the purpose of Webshop interface and allows its proper operation.
- 4. In relation to Customer, Provider is not bound by any codes of conduct pursuant to provisions of § 1826 art. 1, letter e) of Act No. 89/2012 Coll., Civil Code.
- 5. Provider shall not be liable for any possible errors, which may occur as the result of interference of third parties into the website, or as the result of using of the website not in accordance with its purpose.
- 6. Customer agrees that Provider is entitled to send advertising and information messages to Customer using the contact details, which Customer provided during registration.
- 7. Provider can modify and extend the contents of these Terms and Conditions at any time. Provider shall publish the updated version as soon as possible on Provider's Internet portals. This provision does not affect the rights and obligations of Customers arising from the contents of Terms and Conditions, which were valid in previous version.
- 8. Each of Parties shall be relieved of responsibility towards the other Party and shall not be held liable for breach of its obligations or failure to fulfill its obligations, if such breach or failure was caused by unpredictable and unavoidable events, which did not depend on Party's will. As unpredictable events not dependent upon Parties' will shall be deemed to be force majeure, especially in cases when such events can neither be influenced nor were caused by the Party, such as explosion, flood, storm, fire or accident/injury; war or threat of war or rebellion; law, limitation, regulation, prohibition or other legally relevant measures issued by authorized authority (unless such prohibition or measure was caused by the Party or in connection with its activities); embargo; strike.

X. Notifications

- All notifications in connection with the contract of sales of tickets and related services shall be delivered to
 Parties in written form by means of e-mail, personally or by registered mail sent by means of postal
 operator (upon sender's choice). Notifications for Customer shall be sent to the e-mail address provided
 during registration, indicated in Customer's user account or directly into user account (confirmation of
 message delivery is always required), or to Customer's address of his/her permanent residence or other
 address provided by Customer.
- 2. Notification is deemed to be delivered: a) in case of e-mail at the moment of confirmation of delivery by recipient; b) in case of personal delivery or by means of postal operator by the fact of receiving the postal item by recipient; c) in case of personal delivery or by means of postal operator also by refusal to receive

the postal item, if the recipient (or a person authorized to receive the postal item instead of him/her) refuses to receive the postal item; d) in case of delivery by means of postal operator - also upon expiry of 10-day period after the postal item was deposited at the post office and the recipient was called to receive the deposited postal item (if deposited at postal operator's office), also in case if the recipient was not aware about the deposit of the postal item.

XI. Protection of personal data

- 1. Protection of the client's personal data is ensured by strict observance of the existing law about the protection of personal data in accordance with regulation (EC) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the handling of personal data and on the free movement of such data , as well as the cancellation of the directive 95/46 / ES (hereinafter referred to as the regulation on the GDPR).
- 2. Provider handle the personal data of clients in full compliance with the GDPR regulation. Provider is responsible for cases of abuse of these data.
- 3. The policy of protecting personal data, including the rights of customers (data subjects), is described in the contract on the transfer of personal data.

XII. Out-of-court resolution of consumer disputes

Should Customer and Provider fail to resolve a possible dispute in amicable way, Customer, if being a consumer, is entitled to initiate the procedure of out-of-court resolution of a consumer dispute at the competent authority which is the Czech Trade Inspection Authority with registered address: Štěpánská 567/15, 120 00, Prague, Czech Republic. The website of the Czech Trade Inspection Authority is <u>www.coi.cz</u> where Customer may find all necessary requisites for the procedure and the course of actions, conditions and other relevant information related to out-of-court resolution of consumer disputes pursuant to Act No. 634/1992 Coll., Consumer Protection Act.

XIII. Concluding provisions

- 1. Legal relationships between Provider and Customer are governed by law of the Czech Republic, in particular by Act No. 89/2012 Coll., Civil Code, in special affairs also by Act No. 111/1994 Coll., on road transport, Decree No. 175/2000 Coll. on Transport Regulations for public rail and road passenger transport, and Convention for the Unification of Certain Rules Relating to International Carriage by Air.
- 2. For resolution of a possible dispute (if such dispute shall be resolved neither by Parties themselves nor by the competent authority for out-of-court resolution of a consumer dispute), the competent courts of the Czech Republic of the respective subject-matter and territorial jurisdiction shall be applied to.

Notification of withdrawal from the contract

Customer: Name and surname.....

Address Phone No., e-mail

Provider: INFOBUS s.r.o. Reg. No. 242 45 224 registered address: Pod Harfou 938/42, 190 00 Prague, Czech Republic, company incorporated in Commercial Register in Municipal Court in Prague, entry C 196191

Dear Sir/Madam,

on by means of your e-shop ww.infobus.eu

I concluded with you a contract concerning

number of invoice

With regard to the fact that the contract was concluded remotely (using the Internet), I have decided to use my right pursuant to provisions of § 1829 art. 1 in conjunction with § 1837 letter a) of Act No. 89/2012 Coll., Civil Code, as amended, and I'm hereby notifying you about my withdrawal from the contract.

I wish to withdraw from the contract in full.

I'm hereby requesting you to refund the initially paid amount CZK onto my bank account, bank....., not later than within 14 days from the date of delivery of this notification of withdrawal from the contract.

In, date.....

(handwritten signature or electronic signature)

Attachments:

- invoice number..... (a copy)