

## GENERAL TERMS AND CONDITIONS OF THE PILSEN CARD SYSTEM

### I. INTRODUCTORY PROVISIONS

1. The company Plzeňské městské dopravní podniky, a.s., registered in the Commercial Register maintained by the Regional Court in Pilsen under File No. B 710, Company ID No. 25220683, VAT No. CZ25220683, with its registered office at Denisovo nábřeží 920/12, Východní Předměstí, 301 00 Pilsen (hereinafter also referred to as "PMDP"), issues these General Terms and Conditions of the Pilsen Card System (hereinafter referred to as the "Terms and Conditions").
2. These Terms and Conditions govern the rights and obligations of the contractual parties, where PMDP acts as the operator of the Pilsen Card System (hereinafter referred to as the "Pilsen Card System" or "PK System"). The PK System provides the following sales channels: the Pilsen Card System E-shop (hereinafter also referred to as the "E-shop"), sales points, and the mobile application of the Pilsen Card System under the name Virtual Pilsen Card (hereinafter also referred to as the "mobile application"). Through these sales channels, a client of the PK System (hereinafter referred to as the "Client") may purchase fare products and load them onto the following identifiers of the PK System (hereinafter referred to as "identifiers"): the Pilsen Card chip carrier (hereinafter referred to as the "PK Chip Card" or "PKCC"), the mobile application, or a bank payment card (hereinafter referred to as the "bank card").
3. These Terms and Conditions also regulate the rights and obligations of the contracting parties where PMDP acts as the issuer of the PK Chip Card. The Terms and Conditions apply to all types of PK Chip Cards issued or registered within the PK System, labelled as the Pilsen Card or Pilsen Card – Mariánské Lázně Edition. Specific conditions for the issuance and use of individual types of PK Chip Cards may be set out in a Product Supplement published at [www.plzenskakarta.cz](http://www.plzenskakarta.cz) (hereinafter referred to as the "Product Supplement"). If the specific conditions stated in the Product Supplement differ from these Terms and Conditions, the provisions of the Product Supplement shall prevail for the respective product. PMDP may be represented by another contractual partner (hereinafter referred to as the "PMDP Representative") in matters related to the PK System, including the recharging and acceptance of Transport Credits (hereinafter referred to as "TC"). In such a case, certain actions may be performed at the sales point of that contractual partner, which shall inform Clients of this possibility on its website (hereinafter referred to as the "PMDP Representative's Website").
4. The sale of season fare (subscription) and single tickets (together referred to as "Travel Documents") within the PK System is further governed by: the valid Contractual Transport Conditions of PMDP, the valid Tariff of Urban and Suburban Public Transport operated within the City of Pilsen based on a public service contract concluded with the City of Pilsen, the valid Tariff and Tariff Principles of the Integrated Transport of the Pilsen Region, and the valid Tariff for Passenger Transport of PMDP within the City of Pilsen. In the case of single tickets issued by other carriers accepting the PK Chip Card as a travel document, the relevant tariffs and contractual transport conditions of those carriers also apply.
5. A Client is understood as any person who registers in the PK System. A Client is also any person who purchases a single ticket or another product in the PK System without registration. However, registration in the PK System is required to access all functions of the system, including the purchase of season fare.
6. These Terms and Conditions govern the rights and obligations of the contracting parties when using the services of the PK System and become binding for the parties upon the Client's registration in the PK System. For an unregistered Client, these Terms and Conditions become binding for the specific transaction within the PK System in accordance with Article III of these Terms and Conditions.
7. These Terms and Conditions also regulate the rights and obligations of the Client in connection with the recharging of Transport Credits (TC).

### II. CLIENT REGISTRATION IN THE PK SYSTEM

1. The contractual relationship between the Client and PMDP arises at the moment of registration in the Pilsen Card System (hereinafter referred to as the "registration") and is concluded for an indefinite period (hereinafter also referred to as the "Agreement" or the "Contractual Relationship"). The contractual relationship between a Client applying for the issuance of a PK Chip Card and PMDP shall expire 12 months after the expiry of the validity period of the PK Chip Card, unless otherwise stipulated in these Terms and Conditions. The PK Chip Card is issued for its validity period in accordance with these Terms and Conditions and always on the basis

of a submitted application. For registration purposes, personal data and documents specified in this Article of the Terms and Conditions are required.

2. The Client is obliged to provide complete, correct and truthful personal data and is strictly prohibited from misusing personal data of third parties. The Client or the Client's legal representative shall be fully responsible for the accuracy and completeness of the personal data provided. In the event of any breach of this obligation, the Client or their legal representative shall bear full responsibility for any damage caused to PMDP or to third parties.
3. The Client is obliged to provide the following personal data and submit the following documents during registration:

#### 3.1. Client – Natural person:

The Client (natural person) is obliged to provide the following personal data: name, surname, date of birth, permanent residence address, telephone contact, and e-mail address (or the e-mail address of the legal representative). An additional correspondence address may be provided as optional information. The Client is further obliged to submit the following:

- an identification photograph showing the current appearance of the Client (rectangular, dimensions 35 mm × 45 mm, portrait orientation, straight or rounded corners, compliant with §23 of Decree No. 281/2021 Coll. of the Ministry of the Interior) (hereinafter referred to as the "identification photograph"),
- for Clients older than 15 years – a valid identity card, passport, or driving licence,
- for minors under 15 years – a birth certificate or a valid identity card, and a valid identity card, passport or driving licence of the legal representative, from which the identity of both the Client and the legal representative can be reliably verified and their relationship can be clearly proven (data in the birth certificate must correspond to data in the legal representative's ID); by submitting the registration, the legal representative declares on their honour that they are the legal guardian authorised to act on behalf of the Client,
- any other confirmation or document proving entitlement to a discount (e.g. student status). The list is available at [www.pmdp.cz](http://www.pmdp.cz),
- in the event that the Client is represented by a third person (e.g. spouse), the representative is obliged to submit a written power of attorney with a notarised signature of the principal (the Client) on the official PMDP form, available at [www.plzenskakarta.cz](http://www.plzenskakarta.cz)

#### 3.2. Client – Legal entity:

The Client (legal entity) is obliged to submit the following:

- a certified copy of a valid extract from the Commercial Register or other official register, or a valid trade licence,
- a valid identity document of the person specified in the application as the contact person, or a notarised power of attorney authorising another person to act as the contact person (if the application is submitted by a person other than the company's statutory representative),
- the company logo, if the Client wishes it to be printed on the Corporate Pilsen Card (hereinafter referred to as the "FPK"); the logo must be supplied in the dimensions 35 mm × 45 mm, or electronically in .jpg format by agreement. If no logo is provided, a generic FPK logo will be printed instead.

If a legal entity requests the issuance of more than five Corporate Pilsen Cards, it is necessary to book an appointment in advance at the PMDP Card Centre, Denisovo nábřeží 12, Pilsen, via e-mail at [infolinkapk@pmdp.cz](mailto:infolinkapk@pmdp.cz) or by phone at +420 378 037 468.

4. The Client expresses their consent (hereinafter also referred to as the "acceptance") with these Terms and Conditions by implication, by providing the personal data and documents referred to in this Article and by paying for the service, if the service is subject to a fee. A Client submitting an application via the E-shop expresses consent directly on the E-shop website by ticking the consent checkbox, providing the required personal data and documents, submitting the completed application and paying for the service, if charged. During registration in the mobile application, the Client must similarly tick the consent checkbox ("I agree with the Terms and Conditions"). Registration via the mobile application is free of charge.

### III. UNREGISTERED CLIENT

1. The contractual relationship between a Client not registered in the Pilsen Card System (hereinafter referred to as the “unregistered Client”) and PMDP arises at the moment of execution of a specific transaction and applies exclusively to that transaction within the PK System. PMDP does not collect any personal data about the unregistered Client.

#### **IV. SALES CHANNELS AND PAYMENT TERMS**

##### **1. SALES CHANNELS**

**1.1. Sales Points**A list of PMDP sales points and PMDP Representatives (hereinafter referred to as the “sales points”), including the services they provide, is available at [www.pmdp.cz](http://www.pmdp.cz) and [www.plzenskakarta.cz](http://www.plzenskakarta.cz). The sales points provide the following services:podání žádosti o slevu,

- submission of applications for discounts,
- applications for the issuance, replacement, duplicate, or authorisation of the PK Chip Card,
- purchase of season fare,
- top-up of the electronic wallet (hereinafter referred to as the “Electronic Wallet”) and all other operations related to Transport Credits (TC),
- and other services as defined for the respective sales point.

##### **1.2. Pilsen Card System E-shop (eshop.plzenskakarta.cz)**

The E-shop provides the following services:

- registration of an E-shop account,
- submission of discount applications,
- applications for issuance, replacement, duplicate, or authorisation of the PK Chip Card,
- purchase of season fare,
- top-up of the Electronic Wallet.

##### **1.3. Mobile Application**

The mobile application is available for iOS and Android operating systems in Google Play and App Store under the name Virtual Pilsen Card. The mobile application provides the following services:

- account registration and Client account creation,
- submission of discount applications,
- purchase of season fare,
- purchase of single tickets,
- purchase of event tickets,
- purchase of parking services,
- and other services according to the current offer in the mobile application.

Instructions and sales conditions for individual sales channels are available in their valid form at [www.plzenskakarta.cz](http://www.plzenskakarta.cz)

##### **2. PAYMENT TERMS**

2.1. The Client may recharge PK System products via the E-shop, the mobile application, or at sales points that provide this service, as well as through PMDP contractual partners. A list of such partners is available at [www.plzenskakarta.cz](http://www.plzenskakarta.cz). Sales points are authorised to charge a handling fee according to the currently valid Price List of External Works and Services of PMDP, or its excerpt published on the Pilsen Card website (hereinafter referred to as the “Pilsen Card Price List”).

2.2. Recharging of PK System products via the E-shop and mobile application can be carried out every day of the year, 24 hours a day, except during technical maintenance periods, which PMDP reserves the right to perform for system administration and maintenance. PMDP undertakes to inform Clients of the date and duration of any

planned maintenance well in advance at [www.plzenskakarta.cz](http://www.plzenskakarta.cz). Recharging at sales points is available only during their operating hours.

### 2.3. Payment Terms via the E-shop:

When recharging through the E-shop, the Client may pay for the order using one of the following methods:a)

a) Payment by bank card via an online payment gateway (hereinafter referred to as the “payment gateway”), to which the E-shop website will redirect the Client. The following online payment methods are available on the gateway:

- one-time payment by bank card,
- recurring payment using a stored bank card,
- Apple Pay,
- Google Pay.

b) Bank transfer to the PMDP bank account.

In this case, the E-shop website automatically generates payment details containing all necessary information and sends them to the Client’s e-mail address provided during the order process. The Client must follow the instructions in the received e-mail and is responsible for entering payment information correctly. If the Client fails to make the payment to the PMDP account within the period specified in the e-mail, or if payment details are incorrect, the recharge transaction will be automatically cancelled, and the payment cannot be matched to the transaction. A payment received after the deadline will be refunded to the Client as part of the complaint procedure, within 30 days of submitting the claim. Complaints can be submitted online via [www.pmdp.cz](http://www.pmdp.cz) or in person at the PMDP Customer Centre. The Client must report any incorrect payment to PMDP without undue delay after becoming aware of it.

### 2.4. Payment Terms via the Mobile Application:

Payment may be made by bank card through an online payment gateway, to which the mobile application will redirect the Client. The following methods are available on the gateway:

- one-time payment by bank card,
- recurring payment using a stored bank card,
- Apple Pay,
- Google Pay.

2.5. The Client will always be informed about the successful completion of a payment by e-mail. In the case of a bank transfer, the confirmation will be sent only after the payment is credited to PMDP’s account. This e-mail serves as a simplified tax document. Until the payment is credited to the PMDP account, it is considered unprocessed, and the order is not successfully accepted; the Client is therefore not entitled to use the products. If the Client does not receive confirmation of payment within five (5) business days after completing the bank transfer, the Client is obliged to report this to PMDP.

2.6. The Client acknowledges that once a payment has been made via card through the online payment gateway, or after timely crediting of payment by bank transfer to PMDP’s account, it is no longer possible to cancel the recharge transaction through the E-shop.

2.7. The Client acknowledges that in the case of payment by bank transfer to PMDP’s account, the time limits for the execution of payment transactions under Sections 168 et seq. of Act No. 370/2017 Coll., on Payment Systems, as amended, apply. Therefore, the Client must ensure sufficient time in advance when recharging via the E-shop.

2.8. Further details regarding the sharing of information about the Client’s bank card are provided in Article XI of these Terms and Conditions.

2.9. PMDP reserves the right to introduce additional cashless payment methods. Such changes will be announced to Clients and the general public on the websites [www.pmdp.cz](http://www.pmdp.cz) or [www.plzenskakarta.cz](http://www.plzenskakarta.cz)

## **V. IDENTIFIERS OF THE PILSEN CARD SYSTEM**

### **VI. 1. INDIVIDUAL IDENTIFIERS**

1.1. The Pilsen Card System (hereinafter referred to as the "PK System") allows the loading of season fare products and, in certain cases, also single tickets according to the valid tariff of the specific carrier participating in the PK System, for any passenger category and for any time period.

1.2. Single tickets or season fare products can be loaded onto the following identifiers:

- a) Pilsen Card Chip Carrier – any MIFARE DESFire chip carrier issued and registered in the PK System.
- b) Mobile Application – a mobile phone with the installed Virtual Pilsen Card mobile application, intended for phones with the Android operating system version 6 or higher, or with the iOS operating system.

1.3. Season fare products can also be loaded onto the following identifier:

- a) Bank Card – a contactless bank payment card issued in accordance with the VISA or MasterCard rules.

### **2. RIGHT TO USE THE IDENTIFIER AS A CARRIER OF SEASON FARE**

2.1. The right arises:

- a) upon completion of the Client's registration in the PK System and the registration/issuance of the identifier to the respective Client.

2.2. The right terminates:

- a) on the date of death of the Client (natural person) or on the date of dissolution of the Client (legal entity), or upon the termination of the business activity of a self-employed person (sole trader).
- b) by written termination of the Agreement by PMDP:
  - i. PMDP may terminate the Agreement if the identifier has been used in breach of the Agreement, these Terms and Conditions, or other binding regulations, or if it has been misused by a third party. The Agreement shall terminate on the date of delivery of the written notice of termination to the Client, with immediate effect and without a notice period.
  - ii. PMDP may also terminate the Agreement if the Client does not use the PK System for an extended period. For the purposes of these Terms and Conditions, extended non-use of the PK System means that no transaction (recharging or withdrawal) has been performed for at least two (2) years from the date of the last transaction or from the date of registration in the PK System without performing any transaction. In such a case, the Agreement shall terminate after the expiry of a notice period of two (2) months, starting on the day following the date of delivery of the written notice of termination to the Client.
- c) by written termination of the Agreement by the Client. The Client may terminate the Agreement without giving any reason. The Agreement shall terminate upon delivery of the written notice to PMDP at the following address: Plzeňské městské dopravní podniky, a.s., Denisovo nábřeží 920/12, Východní Předměstí, 301 00 Pilsen, or by e-mail at [pmdp@pmdp.cz](mailto:pmdp@pmdp.cz).

### **3. LOADING AND USE OF THE IDENTIFIER**

3.1. Within the PK System, the Client is entitled to carry out transactions and operations consisting of the purchase of season fare, Transport Credits (TC), and, within the mobile application, also single tickets, parking services, event tickets, and other services according to the current offer in the mobile application, under the conditions set out in these Terms and Conditions. For transactions and operations consisting of the purchase of products and services on identifiers of third parties, the commercial terms of such third parties shall apply.

3.2. The respective transaction or operation becomes active on the given identifier within one (1) hour from its execution. Until activation, the Client is not entitled to use the purchased product or service.

3.3. The Client undertakes to use single tickets, season fare, parking services, event tickets, and other services loaded onto the identifier in accordance with these Terms and Conditions and solely for their intended purposes, ensuring they are not misused or lost. PMDP reserves the right to block an identifier if it is used in violation of these Terms and Conditions, the PMDP Contractual Transport Conditions, or applicable legislation. In the case of identifiers such as the mobile application or bank card, PMDP shall not be held responsible for the technical malfunction of the identifier itself.

3.4. The Client is obliged to monitor the validity of their identifier. Travel documents, parking services, tickets, or other services loaded on an invalid identifier shall not be recognised during transport or equivalent inspections.

3.5. After the purchase or activation (in the case of deferred activation) of a single ticket, a safety countdown may commence. The duration of this countdown is specified in the PMDP Contractual Transport Conditions. The ticket becomes valid only after this countdown has elapsed. When purchasing a single ticket with deferred activation, it must be activated within 30 days from the date of purchase; after this period, the ticket expires without entitlement to a refund. When purchasing multiple single tickets with deferred activation in one transaction, only a full refund of the entire purchase price is possible. If at least one of the purchased tickets is used, all remaining tickets must be used within the aforementioned period. Partial cancellation or refund of only a portion of the purchased tickets is not permitted.

#### **4. LOSS OR THEFT OF AN IDENTIFIER, CHANGE OF IDENTIFIER**

4.1. In the event of loss or theft of an identifier, the Client is entitled and obliged to block the identifier properly and without delay after discovering the loss or theft, via their user account in the PK System (hereinafter referred to as the "user account") – for example, through the E-shop, the mobile application, by telephone via the PMDP helpline, or in person at a PMDP sales point. The Client may subsequently request the transfer of their season fare to another identifier within the PK System.

4.2. The Client acknowledges the risks associated with the loss or theft of an identifier, in particular the risk of misuse by another person.

4.3. The Client is entitled to transfer their season fare to another identifier at any time via their user account.

4.4. In the event of a change of identifier, the season fare will become active within one (1) hour from the execution of the change.

4.5. If the identifier, or the season fare loaded onto it, becomes non-functional, the Client is obliged to inform PMDP without undue delay.

#### **5. DUTIES AND LIABILITY OF PMDP AS THE OPERATOR OF THE PK SYSTEM**

5.1. PMDP shall be liable for:

- a) the proper and timely loading of the travel document onto the identifier, provided that the Client follows the instructions published at [www.plzenskakarta.cz](http://www.plzenskakarta.cz) and complies with these Terms and Conditions,
- b) the timely and error-free execution of transactions and operations in accordance with these Terms and Conditions,
- c) compliance with all statutory safety standards and protective measures required for the relevant type of product and for ensuring the security of all operations performed in accordance with these Terms and Conditions,
- d) any erroneous execution of operations caused by a failure of a device under the direct or exclusive control of PMDP, provided that such failure was not intentionally or knowingly caused by the Client or by the Client's conduct in violation of these Terms and Conditions.

5.2. PMDP shall not be liable for:

- a) the failure to perform or the incorrect performance of operations on devices that are not under its direct or exclusive control,

b) any loss or damage resulting from the loss, theft, or malfunction of an identifier, or from its use in violation of these Terms and Conditions or legal regulations.

## **6. RIGHTS, DUTIES AND LIABILITY OF THE CLIENT OF THE PK SYSTEM**

6.1. The Client is entitled, through the PK System, to obtain travel documents according to the valid tariff of the specific carrier participating in the PK System. Furthermore, the Client has the right to carry out transactions and operations consisting of the purchase of parking services, event tickets and other services according to the current offer in the mobile application.

6.2. The Client is obliged to use the identifier with the travel document in accordance with these Terms and Conditions, or with the commercial terms of a third party, in particular to comply with all the agreed rules that allow its use. The Client shall be responsible for any unauthorised attempts by third parties to misuse the travel document, unless the Client reports the loss or theft of the identifier pursuant to Article V, paragraph 4 of these Terms and Conditions.

6.3. The Client is obliged, during registration in the PK System, to provide only their own correct and valid personal data and must not misuse or otherwise interfere with the rights of third parties. In the event of any breach of this obligation, the Client shall bear full responsibility for any damage caused both to PMDP and to third parties.

6.4. The Client is obliged to maintain their personal data and supporting documents provided in accordance with these Terms and Conditions in a current and valid form for the entire duration of the contractual relationship.

## **7. ISSUANCE OF TAX DOCUMENTS**

7.1. In the event of a purchase of a product offered within the PK System, the Client shall receive a simplified tax document (hereinafter referred to as the "tax document") directly at the counter of the respective sales point. If the purchase is made via the E-shop or through the mobile application, the Client shall receive a simplified tax document automatically by e-mail to the address registered with their user account upon completion of the purchase. A tax document for a single ticket can also be downloaded in PDF format directly from the mobile application. A tax document for a season fare activated via the E-shop can also be downloaded in PDF format directly from the E-shop.

7.2. In the event of a purchase of a product offered via the mobile application identifier by an unregistered Client, the tax document can be downloaded directly in PDF format from the mobile application.

## **VII. CHIP CARRIER PLZEŇSKA KARTA**

### **1. CHIP CARRIER (PKCC) AND ITS ISSUANCE**

1.1. The Chip Carrier – Pilsen Card (hereinafter referred to as the "PKCC") allows the Client to make cashless payments for travel documents and other services of PMDP or PMDP's contractual partners, whose list is available at [www.plzenskakarta.cz](http://www.plzenskakarta.cz). For these purposes, "service" shall mean a service provided exclusively within public transport that can be paid for using Transport Credits (TC), namely the purchase of a ticket or payment for other transport-related services, such as seat reservations or fees for luggage, bicycles, animals, or sports equipment, as well as timetables or international tickets. The PKCC also functions as an electronic wallet in which Transport Credits are stored. The issuer of the PKCC is PMDP, and the Client who holds the PKCC is simultaneously the holder of the electronic wallet.

1.2. PMDP issues two types of PKCC, one of which is personalised, i.e. linked to a specific natural or legal person (Client), and the other is non-personalised, which is transferable. Personalised PKCCs remain the property of PMDP, while non-personalised PKCCs become the property of the Client upon purchase. Unless otherwise specified in the Product Supplement, a personalised PKCC is non-transferable.

1.3. The Client may apply for the issuance of a PKCC in accordance with these Terms and Conditions, either electronically via the E-shop (for individual Clients) or in person through an authorised person acting on behalf of PMDP or a PMDP Representative at sales points that provide this service (for natural or legal persons). A list of sales points and the services they provide is available at [www.pmdp.cz](http://www.pmdp.cz) and [www.plzenskakarta.cz](http://www.plzenskakarta.cz).

1.4. The issuance of the PKCC and all administrative operations are subject to fees based on the Pilsen Card Price List, which is published at [www.plzenskakarta.cz](http://www.plzenskakarta.cz), on the website of the PMDP Representative, and at sales points. If an operation is not listed in the Price List, it shall be considered free of charge.

1.5. If PMDP finds that the identification photograph provided by the Client pursuant to Article II, paragraph 3, point 3.1 (a) of these Terms and Conditions does not correspond to the Client's actual appearance, or if the uploaded photograph is of poor quality making identification impossible, or if other inconsistencies are found in the application, PMDP shall notify the Client by e-mail and request correction within a specified period. By accepting these Terms and Conditions, the Client acknowledges that if no correction is made within the given time limit, PMDP has the right to refuse the issuance of the PKCC without the Client being entitled to a refund of the amount already paid.

1.6. PMDP is obliged to issue the PKCC to the Client from the date of submission of a duly completed application within the period specified in the valid Pilsen Card Price List, which is published at [www.plzenskakarta.cz](http://www.plzenskakarta.cz), on the website of the PMDP Representative, and at sales points.

1.6.1. When issuing the PKCC at sales points, the Client (natural person) is obliged to present the control document issued by PMDP or its Representative when submitting the application, or the order number in the case of an application submitted via the E-shop.

1.6.2. When issuing the PKCC (FPK) at sales points, the Client (legal entity) is obliged to present the control document issued by PMDP when submitting the application.

1.6.3. Prior to accepting the PKCC, the Client or their legal representative (hereinafter also referred to as the "recipient"), in accordance with points 1.6.1. and 1.6.2. of this Article and these Terms and Conditions, is obliged to inspect the PKCC for (i) visible defects and (ii) the correctness and completeness of the data printed on the PKCC. In case of apparent defects or inaccuracies in the printed data, the recipient is entitled to refuse acceptance of the PKCC. Visible defects discovered after acceptance, or subsequent malfunction caused by external factors, are not grounds for a free replacement. The recipient is entitled to verify the functionality of the PKCC directly at the sales point upon receipt. By accepting the PKCC, the recipient confirms the correctness of the printed data. When submitting the application, the Client or their legal representative may appoint an authorised agent; in such a case, the Client or their legal representative assumes full responsibility for the inspection, data accuracy, and delivery by the authorised agent. Once the handover of the PKCC is recorded in the PK System by an authorised person acting on behalf of PMDP or its Representative, the PKCC shall be considered properly handed over to the Client. The Client is responsible for ensuring that the printed data on the PKCC correspond to reality.

1.7. The functionality of each PKCC shall be verified before its issuance and again before the first loading of Transport Credits or season fare by PMDP or its authorised Representative. PMDP shall not be liable for damage caused by the use of the PKCC in violation of these Terms and Conditions or legal regulations. In the event of loss of the PKCC or its malfunction due to use contrary to these Terms and Conditions or legal regulations, the Client is not entitled to a free replacement.

1.8. The conditions for the issuance of the PKCC under paragraph 1 of this Article apply only to chip carriers issued by PMDP.

1.9. As of the date of issuance of these Terms and Conditions, the PMDP Representative authorised for the issuance of the Pilsen Card – Mariánské Lázně Edition is MĚSTSKÁ DOPRAVA Mariánské Lázně s.r.o., Company ID No.: 26412501, with its registered office at Tepelská 871/5b, Úšovice, 353 01 Mariánské Lázně, registered in the Commercial Register maintained by the Regional Court in Pilsen, File No. C 18572 (hereinafter also referred to as "MDML"). Its sales points are listed at [www.mdml.cz](http://www.mdml.cz), which also serves as a source of mandatory information regarding the Pilsen Card – Mariánské Lázně Edition. MDML is authorised by PMDP to enter into applications/contracts related to the issuance of the Pilsen Card – Mariánské Lázně Edition and to perform other related legal and administrative actions on behalf of and for the account of PMDP, as specified and in accordance with these Terms and Conditions, but only in relation to the Pilsen Card – Mariánské Lázně

Edition. The Client of the Pilsen Card – Mariánské Lázně Edition is authorised and obliged to carry out all legal actions related to this card exclusively at the MDML sales points.

## **1. CONDITIONS OF USE OF THE CHIP CARRIER (PKCC)**

2.1. The PKCC must not be exposed for long periods to extreme temperatures (below –10 °C or above 40 °C), alternating electrical or magnetic fields, or static electrical or magnetic fields beyond the normal range. Furthermore, the PKCC must not be subjected to mechanical stress, altered in size, or otherwise damaged on its surface. It is recommended to carry the PKCC card in a suitable protective cover; its use is possible even without removing it from the cover. In terms of its basic functions, the PKCC does not require any additional communication equipment from the Client.

2.2. PMDP, when the PKCC is used in accordance with these Terms and Conditions, guarantees fault-free operation of the PKCC for a period of 24 months from the date of its issuance (hereinafter referred to as the “warranty period”). In the event of a hidden defect in the PKCC that was not demonstrably caused by use contrary to these Terms and Conditions, the Client shall have the right, within the warranty period, to a free replacement of the PKCC in accordance with the complaint conditions specified later in these Terms and Conditions. After the warranty period expires, the Client shall only be entitled to a replacement PKCC for a fee specified in the Pilsen Card Price List.

2.3. The validity period of the PKCC is at least 5 years, unless expressly stated otherwise in the Product Supplement. This validity period may, however, be modified by PMDP under the conditions set out in Article XII of these Terms and Conditions. Upon expiry of the validity of the PKCC, the Client is no longer entitled to use it but may apply for a replacement PKCC and receive a new one with a new validity period or request a refund of the remaining balance of Transport Credits stored on the PKCC.

2.4. PMDP allows Clients with the PKCC to verify, on PMDP vehicles' validation devices, the most recent operations – payments of Transport Credits (TC) from the PKCC.

2.5. The options for using the PKCC are defined at [www.plzenskakarta.cz](http://www.plzenskakarta.cz), on the website of the PMDP Representative, and in the Product Supplement. Further information regarding Transport Credits is governed by Article VII of these Terms and Conditions.

2.6. The conditions of use of the PKCC under this paragraph 2 of Article VI of these Terms and Conditions apply only to chip carriers issued by PMDP.

## **3. RIGHT TO USE THE PKCC**

3.1. The right arises:

a) by the proper acceptance of the PKCC from PMDP or the relevant PMDP Representative after its issuance by PMDP,

b) in the case of a chip carrier not issued by PMDP, by its registration with PMDP.

3.2. The right terminates:

a) by returning the PKCC by the Client to PMDP or the relevant PMDP Representative at one of the sales points, whereby the Client is simultaneously removed from the PK System Client database,

b) on the date of death of the Client (natural person) or on the date of dissolution of the Client (legal entity), or upon termination of business activity (self-employed person),

c) on the expiry date of the PKCC printed on the card, except for the Client's right under point 2.3, paragraph 2, Article VI of these Terms and Conditions,

d) by written termination of the contractual relationship by PMDP:

i. PMDP may terminate the contractual relationship with the Client if the PKCC has been used in violation of these Terms and Conditions or other binding regulations, or if it has been misused by a third party. The contractual relationship shall terminate after the expiry of a notice period of two (2) months, commencing on the day following the delivery of the written notice to the Client.

ii. PMDP may also terminate the contractual relationship with the Client if the Client does not use the PKCC for an extended period. For the purposes of this provision, "extended non-use" shall mean that no payment transaction (top-up or withdrawal) has been performed on the PKCC for at least two (2) years from the date of the last top-up or withdrawal transaction. In this case, the contractual relationship shall terminate after the expiry of a notice period of two (2) months, commencing on the day following the delivery of the written notice to the Client.

e) by written termination of the contractual relationship by the Client. The Client may terminate the contractual relationship with PMDP without giving a reason. The contractual relationship shall terminate upon delivery of the written notice to PMDP at the following address: Plzeňské městské dopravní podniky, a.s., Denisovo nábřeží 920/12, Východní Předměstí, 301 00 Pilsen, or by e-mail at [pmdp@pmdp.cz](mailto:pmdp@pmdp.cz).

f) by failing to collect the issued PKCC stored with PMDP or the relevant PMDP Representative for a period longer than six (6) months from the designated date for collection. Upon expiry of this period, PMDP shall be entitled to destroy the issued PKCC without the Client's right to a refund of the paid issuance fee.

After the termination of the right to use an identifier (PKCC, mobile application, bank card, or others) or after the expiry of its validity, PMDP is entitled to delete the Client from the user database of the PK System, unless otherwise stated in these Terms and Conditions. The reasons for termination of the right to use the PKCC under items d) and e) of paragraph 3.2. of this Article shall also apply to the termination of validity of any chip carrier registered in the PK System with PMDP.

3.3. The right to reimbursement of Transport Credits and the costs of performing such reimbursement after the termination of the contractual relationship under paragraph 3.2, Article VI of these Terms and Conditions are described in more detail in Article VII of these Terms and Conditions.

3.4. PMDP reserves the right to block or demand the retention of the PKCC if it is non-functional or if it has been used contrary to its intended purpose, these Terms and Conditions, or applicable legal regulations.

#### **4. REPLACEMENT OF THE PKCC**

4.1 In the event of a change in the data printed on the PKCC, the Client is obliged to immediately request the issuance of a new PKCC so that the printed data corresponds to reality and the current situation. As regards the ID photograph, the Client is required to update it to reflect their actual appearance. Otherwise, PMDP is not responsible for any complications that may occur during transport inspection.

If there is a change in the data recorded in the PMDP database, the Client must promptly report this change to PMDP or an authorized PMDP Representative using the relevant form.

In the event of loss or theft of the PKCC, the Client is entitled to block the PKCC by calling +420 371 655 600, visiting any sales point providing this service, or directly via the E-shop. Subsequently, the Client may request the issuance of a PKCC duplicate either at a sales point offering this service or through the E-shop.

4.2. If the PKCC is malfunctioning, the Client must immediately return it to PMDP at any sales point providing this service. The Client may then request the issuance of a PKCC duplicate.

4.3. If the validity period of the PKCC (as printed on the card) is approaching its end, the Client must apply for a replacement PKCC no later than 20 working days before the expiry date of the existing PKCC. Otherwise, the Client may be charged an express issuance fee according to the Pilsen Card Price List or must expect possible non-functionality of the existing PKCC until the new one is issued.

4.4. If the chip carrier is issued by an entity other than PMDP, any malfunction, replacement, or loss of the chip carrier is handled by its respective issuer.

#### **5. DUTIES AND RESPONSIBILITIES OF PMDP AS THE ISSUER OF THE PKCC**

5.1. PMDP is responsible for:

a) the timely issuance of a functional PKCC and its delivery to the Client in accordance with these Terms and Conditions,

b) the timely and error-free execution of operations in accordance with these Terms and Conditions,

c) compliance with all legal safety standards and protective measures required for the given type of PKCC, and for the security of all operations performed under these Terms and Conditions,

d) any lost portion of the monetary value (DB) stored in the electronic wallet and for incorrect operations performed by the Client, provided that the loss or incorrect operation was caused by the failure of a device under the direct or exclusive control of PMDP, and that such failure was not caused intentionally, knowingly, or through actions by the Client that violate these Terms and Conditions.

5.2. PMDP is not responsible for::

- a) the non-performance or incorrect performance of operations on devices not under its direct or exclusive control,
- b) any damage suffered as a result of loss, theft, or malfunction of the PKCC caused by its use in violation of these Terms and Conditions or of legal regulations,
- c) transactions carried out via PKCC not issued by PMDP, nor for any transactions or operations (e.g. loading of subscriptions) not performed directly by PMDP, even if such transactions or operations concern a PKCC issued by PMDP,
- d) any lost portion of the monetary value (DB) stored in the electronic wallet within 24 hours from the blocking of the PKCC in the event of loss or theft.

## **6. DUTIES AND RESPONSIBILITIES OF THE CLIENT — HOLDER OF THE PKCC**

6.1 The Client is obliged to use the PKCC in accordance with these Terms and Conditions, particularly by following all agreed rules ensuring the security of the monetary value (DB). The Client is responsible for any unauthorized attempts to misuse the electronic wallet, for example, by recharging it on an unauthorized device.

## **VIII. TRANSPORT CREDITS**

### **1. GENERAL INFORMATION**

1.1 Transport Credits represent a value stored in the electronic wallet on the PKCC. Through these credits, the holder of the PKCC may pay only for public transport fares and related services, such as the purchase of seat reservations or transport fees for luggage, bicycles, animals, or sports equipment. 1 DB equals CZK 1. The PKCC also functions as an electronic wallet. The issuer of both the PKCC and the DB (Transport Credits) is PMDP.

1.2 The Client may have their PKCC loaded with a maximum value of 3,500 DB, unless otherwise specified in the *Supplementary Product Description*. No minimum value of DB stored on the PKCC is set unless otherwise stated in the *Supplementary Product Description*. When recharging the DB, PMDP or an authorized PMDP Representative shall issue the Client a proper receipt confirming the value recharged. The Client must immediately verify, upon receipt of this document, that the amount of DB stored on the PKCC corresponds to the value requested. PMDP reserves the right to immediately reduce the maximum allowed DB balance that may be stored on a single PKCC or to restrict the right to store additional DB on the PKCC. The PKCC is valid only if it is undamaged and has not been subject to unauthorized tampering affecting its functionality. The Client agrees to use the PKCC in accordance with these Terms and Conditions, solely for the purposes for which it is intended, and in such a way as to prevent its misuse or loss. Misuse of the PKCC may constitute a criminal offense under § 234 of Act No. 40/2009 Coll., the Criminal Code, as amended (unauthorized acquisition, forgery, or alteration of a means of payment).

1.3 The Client acknowledges that the DB balance displayed in the E-shop is for reference only. The actual current balance of DB on the PKCC can be verified by placing the PKCC on any validation device in PMDP vehicles, at sales points, or at other devices designated for this service. A list of such devices is available on the website [www.plzenskakarta.cz](http://www.plzenskakarta.cz). Alternatively, the Client may obtain a detailed account statement at a sales point offering this service, upon payment of a fee as per the Pilsen Card Price List.

### **2. AKTIVATION TRANSPORT CREDITS ON PKCC**

After the payment for the top-up of transport credits via the E-shop has been made in accordance with these Terms and Conditions, the Client is required to activate the transport credits on the PKCC in one of the following ways:

- a) by placing the PKCC on one of the on-board validation terminals accepting bank cards, located in PMDP vehicles, and holding it there until the terminal displays a message confirming a successful operation,
- b) at PMDP sales points. Upon the Client's request, a printed confirmation of the activation will be issued.

2.2 The Client acknowledges that activation of transport credits on the PKCC can be carried out no sooner than one hour after receiving the e-mail referred to in Section 2.5, paragraph 2, Article IV of these Terms and Conditions. PMDP reserves the right to change this time limit and undertakes to inform the Client of any such change on the websites [www.pmdp.cz](http://www.pmdp.cz) and [www.plzenskakarta.cz](http://www.plzenskakarta.cz).

### **3. REFUND OR EXCHANGE OF TRANSPORT CREDITS AND ELECTRONIC MONEY BALANCE ON THE PKCC**

3.1. Refund or exchange of the remaining balance of transport credits (DB) or electronic money (EP) stored on the PKCC (i.e. exchanging DB/EP for cash or transferring it to another Client's account) is carried out at PMDP sales points upon the Client's explicit request. The rate of exchange is 1 DB/EP = CZK 1, and any remaining fractional amounts are rounded down.

3.2. The conversion of EP balances stored on the PKCC by 31 December 2025 into DB (transport credits) is deemed accepted by the Client if, after 1 January 2026, the Client either tops up transport credits on their PKCC or uses the PKCC to pay for a service. Acceptance of the conversion is also considered to have occurred if the Client has a new PKCC issued and transfers their EP (or DB) to it. If the Client does not accept the conversion of EP to DB, the contractual relationship terminates on 31 December 2025. In such a case, the Client has the right to request a refund of EP as follows:

- a) until 31 December 2026, PMDP will refund the EP in full at nominal value, free of charge;
- b) from 1 January 2027 to 31 December 2028, PMDP will refund the EP upon request, subject to a fee in accordance with the current Pilsen Card Price List;
- c) after 31 December 2028, PMDP will delete all records of stored EP that were not converted into DB or for which no refund request was made within the specified time limit.

This provision does not affect the rights of Clients who accept the conversion of EP to DB; in such cases, the contractual relationship remains valid.

3.3. Refund or exchange of both DB and EP balances is subject to a fee according to the Pilsen Card Price List. The Client may request a refund of transport credits (DB) until the expiry date of the PKCC, or within one year after the expiry date of the PKCC.

3.4. PMDP enables Clients to check the balance of transport credits on the PKCC at any sales point and at partner locations that accept PKCC payments. Verification of the complete transaction history of the electronic wallet can be requested at the PMDP Customer Centre, located at Denisovo nábřeží 12, Pilsen, during the next regular processing of all payments. This processing is usually carried out within 10 Working days from the transaction and is subject to a fee according to the Pilsen Card Price List. The Client may also set up a detailed account, which is likewise subject to a fee under the Pilsen Card Price List. Each Client may have a detailed account containing a complete history of all transport credit operations.

## **IX. COMPLAINTS AND INFORMATION PROVISION**

1. The conditions for asserting the Client's rights arising from liability for defects in products and services related to the PK System—especially incorrectly executed operations—and the conditions for submitting a complaint about PMDP's procedures in providing services under these Terms and Conditions are governed by the PMDP Complaints Rules, which are published on the websites [www.pmdp.cz](http://www.pmdp.cz) and available at sales points. This clause also applies to holders of a chip carrier not issued by PMDP but registered in the PK System; however, it may be used only to claim a transaction or operation performed directly by PMDP. Defects in products and services provided by third parties are governed by their own terms and conditions, and in such cases PMDP is responsible solely for the proper operation of the PK System.
2. The Client has the right to contact PMDP via the Hotline at +420 371 655 600 or by e-mail at [info@pmdp.eu](mailto:info@pmdp.eu).

## **X. DISPUTE RESOLUTION**

1. If the Client, in accordance with these Terms and Conditions and the PMDP Complaints Rules, has duly filed a complaint regarding the services provided by PMDP or has requested other corrective action from PMDP or an authorized PMDP Representative, and the dispute cannot be resolved by mutual agreement between the Client and PMDP, the Client has the right to refer the matter to the entities listed in paragraph 2 of this Article, which are competent to conduct out-of-court consumer dispute resolution.
2. Entities competent to conduct out-of-court consumer dispute resolution:
  - a) Financial Arbiter — in cases involving the refund or exchange of electronic money (EP): *Office of the Financial Arbiter*, Legerova 1581/69, 110 00 Prague 1, [www.finarbitr.cz](http://www.finarbitr.cz)
  - b) Czech Trade Inspection Authority — in all other cases not covered under point (a) above: *Czech Trade Inspection Authority*, Central Inspectorate – ADR Department, Štěpánská 796/44, 110 00 Prague 1, [www.coi.cz](http://www.coi.cz).
  - c) The supervisory authority overseeing the issuance of transport credits (DB) and the refund or exchange of electronic money (EP), to which complaints may be submitted if necessary, is the Czech National Bank, Na Příkopě 28, 115 03 Prague 1.

## **XI. PERSONAL DATA PROTECTION**

1. All data provided by the Client in the PK System during registration are recorded in the PMDP database, as PMDP is the data controller. PMDP may provide these personal data to a third party – data processor only if the processor gives PMDP sufficient guarantees of having implemented appropriate technical and organizational measures ensuring that the processing complies with applicable personal data protection legislation and safeguards the rights of the data subject. PMDP is obliged to respect and comply with all legal regulations concerning the protection of Clients' personal data. Further details intended for the Client are specified in the Privacy Policy (Information on Personal Data Processing and Guidance on Rights Related to Personal Data Protection), which is available at [www.pmdp.cz](http://www.pmdp.cz) in the section Mandatory Published Information / Personal Data Protection, and also at the PMDP Customer Centres located at Denisovo nábřeží 12, Pilsen and Klatovská 12, Pilsen. The Client has the opportunity to review these documents before submitting an application (i.e. before concluding the Contract).
2. Personal data will be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation – GDPR) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as the relevant implementing Czech legislation on personal data processing. nPMDP confirms that it adheres to the fundamental principles of personal data protection, namely: lawfulness, fairness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity and confidentiality, and accountability of the data controller. The rules governing personal data processing are defined in PMDP's internal directives.
3. All personal data required from the data subject are necessary for the conclusion and subsequent performance of the Contract, during which such data are processed. Therefore, Clients are not required to give consent for personal data processing for this purpose. If, however, personal data processing requires the Client's consent, PMDP will request it explicitly. Personal data will be processed for the period strictly necessary – i.e. for the duration of the contractual relationship or another applicable legal basis. Once the lawful reason for processing ceases to exist, the personal data will be deleted or anonymized. All personal data will be processed electronically and automatically.

## **XII. SHARED CLIENT BANK CARD INFORMATION**

1. Within the PK System, payments for offered products or services can be made by bank card via a payment gateway. The following types of payments are available:
  - a) One-time payment by bank card – the cardholder enters on the payment gateway the details shown on the card: card number, name (if required), expiration date, and CVC/CVV code.

b) Repeated payment using a stored bank card – the cardholder enters the same information as above and ticks the box “Save card for future payments.” By checking this box, the Client confirms consent to the storage of bank card data in the secure environment of Československá obchodní banka, a.s. (ČSOB), Company ID: 00001350.

When making future purchases, the Client will therefore not need to re-enter their card details. On the ČSOB payment gateway, the following bank card information will be stored: card number, name (if required), expiration date, and CVC/CVV code. Bank card information will be stored on the ČSOB payment gateway only if the Client uses the option “Save card for future payments” under point b) of paragraph 1, Article XI of these Terms and Conditions.

2. To ensure the correct operation of the PK System and its related services, the Client's bank card will be stored for all business entities using the single ČSOB payment gateway integrated within the PK System. By confirming the storage of bank card data in the secure ČSOB environment, the Client agrees that the stored card details may be accessed for the following purposes by these entities:

- PMDP (Company ID: 25220683): Single tickets for the Pilsen Region Integrated Transport System; Pilsen Region Integrated Transport System passes.
- Zoological and Botanical Garden of the City of Pilsen (Company ID: 00377015): Tickets to the Zoological and Botanical Garden of the City of Pilsen.
- Dopravní podnik Karlovy Vary, a.s. (Company ID: 48364282): Karlovy Vary public transport tickets; paid parking in Karlovy Vary zones; Karlovy Vary public transport passes.
- Statutory City of Karlovy Vary (Company ID: 00254657): Entry to the Spa Zone of Karlovy Vary.
- MĚSTSKÁ DOPRAVA Mariánské Lázně s.r.o. (Company ID: 26412501): Mariánské Lázně public transport tickets

3. The Client may cancel their consent to store bank card data at any time on the ČSOB payment gateway. Online card payments are processed via the ČSOB payment gateway, with all data transfers encrypted and transmitted through a secure channel. Merchants never gain access to the Client's card number, and all transaction data are stored securely within ČSOB's system. By pressing the appropriate button on the payment gateway, the Client confirms the correctness of the entered data and expresses consent for their processing by ČSOB. In matters not specifically regulated by these Terms and Conditions, all aspects concerning the payment gateway are governed by the ČSOB Terms and Conditions for Payment Card Acceptance and the Provision of Other Payment Services, or by the applicable terms of relevant third parties. PMDP reserves the right to expand the list of business entities using the payment gateway for online payments. The current list of business entities is available at [www.plzenskakarta.cz](http://www.plzenskakarta.cz)

### **XIII. FINAL PROVISIONS**

1. These Terms and Conditions are governed exclusively by the laws of the Czech Republic. PMDP reserves the right to unilaterally amend these Terms and Conditions, as well as to modify and supplement the Supplementary Product Description to include new types of chip carriers. mPMDP shall inform Clients of any changes to the Terms and Conditions by publishing them on [www.plzenskakarta.cz](http://www.plzenskakarta.cz), on the websites of PMDP Representatives, and at sales points, at least two months prior to their effective date. In the event of the introduction of a new service or product, the change may be announced on the date of its introduction. The Client has the right, within the specified period (i.e. within two months from the date of publication of the changes online and at sales points), to terminate the contractual relationship in writing, effective upon delivery of such written notice to PMDP at: Plzeňské městské dopravní podniky, a.s., Customer Centre, Denisovo nábřeží 920/12, Východní Předměstí, 301 00 Pilsen, or to the relevant PMDP Representative. In such a case, termination of the contractual relationship means deletion of the Client's record from the PMDP database in the PK System, payment of the remaining balance of transport credits (DB) or electronic money (EP) stored in the electronic wallet, possible reimbursement of the proportional value of the prepaid fare from the effective date of termination, and blocking of the PK for use within the PK System. In all other cases, it is assumed that the Client agrees with the change to the Terms and Conditions and is bound by it from the date it takes effect.

2. If the Client's registration also includes the use of services provided by a specific subsystem operated by a third party participating in the PK System, the Client must also give consent to the terms and conditions of that specific subsystem or service provider ("Special System"), which they may review beforehand. By registering in the PK System, the Client confirms that they have read and unreservedly agree to the terms and conditions of the relevant third-party Special System. The terms of use of the specific Special System, as well as the rights and obligations of the contractual parties, are governed by the rules and conditions issued by that third party.
3. These Terms and Conditions are, in certain expressly stated provisions, also binding for holders of chip carriers issued by entities other than PMDP, provided that PMDP records such chip carriers in its PK System and that these carriers can be used to access PMDP services. Registration of a specific chip carrier in the PK System must be carried out by its holder in person at a sales point. The detailed conditions for the issuance and use of chip carriers issued by other entities are governed by the terms and conditions of the relevant issuer. If a product sold through the PK System originates from another business entity (as indicated by the seller on the sales receipt), the commercial and complaint terms of that entity apply to the product.
4. All information regarding chip carriers issued and registered in the PK System and their possible uses is available online at [www.plzenskakarta.cz](http://www.plzenskakarta.cz) and on the websites of PMDP Representatives.
5. The Client is entitled, at any time during the contractual relationship, to request from PMDP or a PMDP Representative information regarding the Contract and its contents, including details about PMDP, the nature and conditions of the provided services, and the rights and obligations arising from the Contract and these Terms and Conditions.
6. These Terms and Conditions enter into force on 1 January 2026. Upon their effective date, they repeal and fully replace the *General Terms and Conditions of the Pilsen Card System* valid from 1 July 2025.