

Conditions for Issuing and Using Contactless Chip City Cards

Issuer: Hradec Králové Public Transport Company Inc.
Pouchovská 153
Hradec Králové, postcode 500 03

Conditions effective from: 1 May 2007

I. Introductory provisions

Conditions for Issuing and Using Contactless Chip City Cards (hereinafter referred to as conditions) correspond to Model Conditions of Business for Issuing and Using Electronic Monetary Mediums, which were issued by the Czech National bank on 4 December 2002 (hereinafter also the MBC) with the following deviations:

1. The issuer gives the City Card holder the possibility to verify the last operation, at minimum, performed by means of the medium (City Card) and the balance of the monetary value kept on this medium, immediately after repeatedly applying the medium to the terminal, where the operation took place. Furthermore, all operations carried out by the electronic monetary medium over the last month can be verified at the customer centre at the head office of the issuer.

2. The issuer has the right to change these conditions without prior consent of the City Card holder. The issuer shall notify the City Card holder in due time, prior to their effectiveness, by means of a poster at its distribution and sales points and on its website. Provided the City Card holder does not withdraw from the Contract on Issuing an Electronic Monetary Medium within 1 month prior to the effectiveness of the new conditions, the new conditions are deemed as approved and binding upon their effectiveness. The complete version of amended conditions shall be made available to the public by the issuer at its distribution sites and on its website.

All relations resulting from the Contract on Issuing an Electronic Monetary Medium between the issuer and the City Card holder are governed by the legal order of the Czech Republic. The Conditions for Issuing and Using Contactless Chip City Cards are an integral part of the Contract on Issuing an Electronic Monetary Medium. Unless specified otherwise in these conditions. The legal relations arising from the Contract between the issuer and the electronic monetary medium holder are governed in accordance with Act No. 513/1991 Coll., of the Commercial Code, as amended.

II. Basic concepts

1. City Card

The contactless chip City Card is an electronic monetary medium by means of which the holder carries out cashless payments for transit on the public transport system and pays for services and admissions in places that accept electronic money.

The City Card identifies its user and issuer by identification data. This data can be recorded on the card by flat print or just electronically in the card's memory. The card is made from plastic and is ca. 85x54 mm in size. A chip and a communication antenna are pressed inside the card. The front side the card bears the card series number, the emblem of the city of Hradec Králové, or even the photograph and name and surname of the holder. The back side has the issuer's logo and instructions for the user along with the business name of the issuer.

2. City Card issuer

The issuer of the City Card is the Hradec Králové Public transport Company Inc., with registered office at Pouchovská 153, Hradec Králové, ID No. 25267213 (hereinafter the issuer). The issuer issues cards to both, natural or physical entities.

3. City Card holders (hereinafter the cardholder)

A cardholder is the person, who the card was issued to for use based on an application form for issuing an electronic monetary medium and whose name is stated on the card or in the database connected with the card number. The cardholder uses the card for transit on public transport and for payments at partners of the issuer, who accept electronic money.

4. Distribution points

Distribution points are operated by the issuer. They are place where the cardholder can submit an application form for issuing a City Card. Likewise, the card is also issued to the cardholder at these points. Distribution points can also serve to extend card validity, charging cards for their use and as places where customers apply to have their card blocked or to resolve complaints. Physical card blocks are also sold here. The customer database, a list of persons the issuer has issued a card to, is administrated at the head office of the issuer.

5. Sales points

Sales points are operated by the issuer and other partners of the card issuer. These are places where the cardholder can use his/her City Card and take advantage of services rendered by partners of the system. The sales points accept lists of blocked cards and perform physical card blocking.

6. Sales document (hereinafter also the document)

A document on which the cardholder is informed of the performed operations, state of advance payments before and the balance after carrying out operations. This document also serves for the controlling authority, thus it is necessary to save it in case of claims against payment operations.

7. Card account

The concept "card account" is deemed as the record of the electronic monetary medium based on centralised data on charging credit and use.

8. Blocking City Card

Blocking is understood as restricting the use of the City Card in technical facilities. Blocking is revocable.

9. Stop-list or list of blocked City Cards

The list of blocked City Cards is a collection of cards with restricted use, which is distributed to all facilities – establishments of distribution and sales points with the purpose of blocking the cards from being used in the respective facilities. The list of blocked cards is continuously updated.

III. Issuing City Cards

1. The issuer issues City Cards in accordance with generally binding legal regulations. The issuer reserves the right to issue only one valid card to the cardholder, who is a natural entity.

2. The issuer issues the City Card based on a written, filled-out pre-printed form – Application/ Contract on Issuing an Electronic Monetary Medium (hereinafter also the form) and after meeting essential conditions for issuing on the part of the applicant. In the application, the applicant will fill-out the required data. The applicant shall submit the completed form to the issuer at the issuer's distribution point and such a completed form is deemed a proposal for concluding a Contract on Issuing an Electronic Monetary Medium. The applicant is responsible for the authenticity of the presented data. At the distribution points, the issuer will enable the applicant to become familiar with the valid conditions. The issuer can refuse to issue a card, even without providing any reasons.

3. The contractual relationship between the issuer and the cardholder is established upon issuing electronic money. Thereby the Contract on Issuing an Electronic Monetary Medium becomes complete and effective.

4. Concerning children under 15 years of age, their legal guardian is required to apply for a card.

5. By applying for the issue of a City Card, on which electronic money is then issued, the applicant is concluding a Contract on Issuing an Electronic Monetary Medium with the issuer. The cardholder is fully aware that by signing the Contract, all payments performed using the issued card will be settled by electronic money.

6. By signing the forms, the cardholder is granting their consent to the issuer or a subject authorised by the issuer to provide their contractual partners information that is absolutely essential for the use of City Cards and so that other issuers can be informed, in the case of gross violation of conditions on the part of the City Card holder.

7. The cardholder submits the forms along with their identity cards or other proof of identification and an authentic 3.5x4.5 cm colour ID photograph. The photograph will be returned to the cardholder upon issuing the City Card.

8. The cardholder picks the card up in person at the distribution point where the form was submitted. Provided the cardholder does not pick the card up within 1 year of signing the forms and providing the deposit for issuing the card, the card will be destroyed and the deposit will be forfeited in the benefit of the issuer.

9. City Cards are not transferable (with the exception of certain types of cards stated in the tariff conditions of the issuer as transferable).

10. The validity of the card expires once the date presented on the card as the expiry date, elapses. After this date has elapsed, the card is declared invalid, unless the issuer extends its validity with the knowledge of the cardholder.

11. The City Card is the property of the issuer. Issuing the City Card is subject to a fee, which is determined by the pricelist effective at the time of concluding the Contract. The fee is paid by the cardholder upon submitting completed forms. Services and operations provided along with City Cards are carried out for prices in accordance with pricelists and tariff conditions that are effective at the time of performing these services and operations.

12. The issuer does not issue an electronic monetary medium that has not been applied for, unless it concerns a replacement for an electronic monetary medium which is available to the holder.

IV. Using City Cards

1. The holder uses the City Card in accordance with the conditions, primarily adhering to all stipulated fundamentals of ensuring the safety of this electronic monetary medium. Upon each operation, the cardholder applies the card as close as possible to the scanning device.

2. The card can be used for cashless payment for services and goods at sales points of the issuer and other partners in the City Card system.

3. The payment is carried out by decreasing the balance of the monetary value on the card.

4. The maximum limit of electronic money in the City Card's memory is 150 EUR.

5. The issuer does not investigate the legitimacy of operations performed by the cardholder.
6. The City Card can only be used in accordance with effective conditions and generally binding legal regulations. The issuer reserves the right to suspend or terminate the rights provided by the City Card at any given time whatsoever, or to refuse to grant consent to certain types of payment operations performed by the City Card and to block the card.
7. The City Card is only issued by the issuer at designated distribution points with the appropriate technical equipment. Electronic money is issued by the issuer for these mediums at designated distribution and sales points, equipped with a dispensing terminal, following prior acceptance of the funds in the corresponding value from the cardholder or based on cashless payments made in the corresponding value in electronic money. Payment by means of electronic money for services provided by the issuer (respectively its business partners) is carried out at sales points equipped with payment terminals, where the cardholder first of all selects the total amount of the payment (or type of service) by either reporting the subject of the cashless payment to the attendant or by self-service, followed by applying the City Card to complete the payment. A document is issued as proof of payment (in paper, or electronic form), providing among others, information on the payment total and the electronic money balance. In transit means of public transport (PT), the information is provided on the terminal's display and proof of payment in paper form is issued at the designated point in the vehicle.
8. The list of distribution points for issuing electronic monetary mediums (i.e. City Card sales), re-charging them with electronic money (i.e. advance sales points) and sales points accepting City Cards is presented in the appendix, likewise the valid pricelist and tariff system for using City Cards in the facilities of the issuer. These appendices can be updated on an ongoing basis.
9. To secure the safety of operations performed by the City Card, the cardholder must meet the basic condition that the card is in the communication field of the terminal for the necessary duration for communication with the terminal, the cardholder must wait for the operation to be confirmed by a sound signal or the printout of the sales document or another form of confirmation in the event that the terminal is not equipped with sound signalisation.
10. The cardholder can generally obtain the document on the performed operation upon carrying it out at the terminal for electronic monetary mediums or summarised for the requested period at distribution points of the issuer.
11. The cardholder pays for the issue and activation of the City Card for the duration of its validity. Using electronic money, the cardholder then pays the price of individual types of operations in cashless form, in accordance with the respective form as published by the tariff system of the issuer or its business partners integrated in the City Card system, which is a part of the transit tariff conditions.
12. In the event that the cardholder lends his/her City Card to another individual (in cases that the tariff conditions of a certain partner of the system enable cards to be used as transferable cards), the cardholder is fully responsible for all transactions, damages and expenses which are incurred as a result of lending the City Card to another person.
13. No technical requirements are demanded of the cardholder, apart from holding and storing their electronic monetary medium (the City Card) and its use, in accordance with the technical conditions stated in the valid Complaint Rules.
14. The effectiveness of the electronic monetary medium (the City Card) is limited to a five-year period from its date of issue. Data on validity will be marked on the protocol for handing over and receiving the electronic monetary medium. The confirmed part of the Contract on Issuing an Electronic Monetary Medium can also serve as a protocol for handing over and receiving the card.
15. The issuer will check the functionality of the electronic monetary medium (the City Card) upon each activation (re-charging) at distribution and sales points. In the event of loss of functions it will be eliminated from use.
16. Once the electronic monetary medium's (the City Card) period of validity has expired, the issuer will issue and activate the electronic monetary medium again to the cardholder for the price pursuant to the effective pricelist. At the same time, the issuer is obligated to perform the transfer of electronic money from the original electronic monetary medium to the medium of repeated issue, free of charge. A new Contract is not concluded for repeated issue of an electronic monetary medium. It is suffice to sign the protocol on handing over and receiving a repeated issue of an electronic monetary medium issued to the original Contract. Data will be presented on the protocol stating that is a repeated issue.

V. Rights and obligations of the issuer

1. Prior to concluding the Application/the Contract on Issuing an Electronic Monetary Medium, the issuer has the right to verify data concerning the cardholder by means of an identity card (identity card, passport,...). In the case that the cardholder refuses to have their data verified or to provide them to the issuer, this Contract will not be concluded.
2. The issuer has the right to gather, process and store personal data on the cardholder for the purpose of accountancy, processing sales for accounting needs, recording justification for providing reductions, the issue of reduced tickets in accordance with the tariff system, for the purpose of statistic valuation of transporting persons and transport relations, likewise for the purpose of cogency of justifiable claims of the holder.
3. Furthermore, the issuer is obliged that it will be governed by Act No. 101/2000 Coll., as amended, when processing personal data and the issuer shall accept such organisational, technical and personnel measures as necessary to ensure it is met.
4. The issuer also binds itself that the personal data from its database will be liquidated once 5 years have elapsed from the last operation with this electronic monetary medium, in accordance with regulation section 20, par. 2), of Act No. 101/2000 Coll., on Personal Data Protection, as amended.

5. In the case the conditions of this Contract are violated and the aforementioned cited regulations, the issuer has the right to electronically block the functions of the electronic monetary medium until the cardholder fulfils his/her obligations as specified in this Contract and the cited regulations.
6. The issuer is obligated to block the electronic monetary medium within a maximum of 5 working days of the holder reporting loss or theft. The issuer guarantees that it will ensure the card is also blocked, within the same 5 working day period, at facilities accepting the electronic monetary medium at all contractual partners participating in the City Card system.
7. The issuer is obligated to notify the holder of amendments to Conditions of Business by making them available at all distribution and sales points of the issuer.
8. The issuer bears the responsibility for the lost monetary value kept on the electronic monetary medium (the City Card) and for erroneously performed operations of the cardholder, provided the loss or erroneous operation were incurred by the failure of mediums, devices, terminals or other facilities and this failure was not incurred knowingly by the cardholder or by conduct in conflict with the Conditions of Business.
9. In the case of a dispute with the holder, the issuer shall prove the operation concerning the dispute was not affected by a technical defect or any other flaw.

VI. Rights and obligations of the cardholder

1. The cardholder is obligated to respect the regulations of the issuer stated above in article IV. of these conditions when using the electronic monetary medium. The cardholder will respect the business and tariff conditions of the respective service provider – partner of the issuer in the City Card system, when using the electronic monetary medium at contractual partners of the City Card system.
2. The cardholder is obligated to state truthful and undistorted data about himself/herself when in contact with the issuer. In the event of any changes to the data, the user is obligated to inform the issuer without delay. Students asserting entitlement to a reduction will submit a confirmation of studies prior to the onset of each school year.
3. In the case the electronic monetary medium is lost or stolen, the cardholder will report this event in his/her interest in person and without delay at a designated place (or by telephone by providing a password).
4. In the event that the cardholder of the electronic monetary medium does not agree with the change in Conditions of Business of the issuer, the holder has the option to withdraw from the concluded Contract by written notice, 1 month prior to the effectiveness of new Conditions of Business. The validity of the Contract then expires with the effectiveness of the new conditions.
5. In the case of minors, the Contract is signed by the legal guardian, who presents a trustworthy document to the issuer, from which it is possible to verify the identification data concerning the minor cardholder.

VII. Conditions for direct exchange of electronic money

1. The issuer is obligated to perform direct exchange of electronic money in the nominal value for coins and banknotes or by means of cashless transfer to the account during the validity of the electronic monetary medium.
2. The minimum value for direct exchange is 200.-CZK. The total amount of mandatory expenses for exchange, which the issuer is entitled to charge the cardholder, is stated in the pricelist of fees related to issuing and using the City Card. The pricelist is an appendix to these conditions.
3. Direct exchange of electronic money is carried out on the basis of a written application of the cardholder for conducting the exchange. Exchange of electronic money is carried out in person directly into the hands of the cardholder or on the account of the cardholder or legal guardian in the case the operation concerns a cardholder less than 15 years of age, who must prove his/her identity in an credible manner.
4. The issuer performs the direct exchange of electronic money on the City Card at the central distribution point, thus the head office at the Customer Centre at Hradec Králové Public Transport Company Inc., Pouchovská 153, Hradec Králové, postcode 500 03.

VIII. Warranties and complaints

1. A 24 month warranty is provided on the functionality of the electronic monetary medium (the City Card), under the assumption that it is correctly and appropriately used for purposes it is intended for.
2. The warranty does not apply to mechanical, thermal, magnetic, or other damages incurred upon the electronic monetary medium (the City Card) by its improper use or external impacts.
3. The cardholder has the right to express his/her disagreement with the transaction performed at the issuer's, thus file a complaint against an operation carried out at one of the distribution points of the issuer. The holder will submit all available documents to support his/her claim, together with completing a Complaints Protocol, to which the holder will append copies of his/her evidence (sales document etc.). An employee at the distribution point will confirm the receipt of the Complaints Protocol.
4. The holder is entitled to file a complaint against an operation within 30 days of the date of the transaction.

5. The issuer passes judgement on the claimed operation within 30 days of the date of the complaint and in the case the complaint is acknowledged, the issuer will reimburse the cardholder for the incurred damages.

6. If the erroneous transaction is filed unsuccessfully in accordance with these conditions and the cardholder is dissatisfied with the verdict, the cardholder has the right to turn to the financial arbitrator, who arbitrates disputes between the issuer and cardholder in the instance of issuing and using electronic monetary mediums according to Act No. 229/2002 Coll., on the Financial Arbitrator. The proposal for trial in front of the financial arbitrator is submitted to the address of the Financial Arbitrator of the CR, Washingtonova 25, Prague 1, 110 00.

IX. Loss/theft or devaluation of the City Card

1. In the case that the City Card is lost or stolen, or a threat posed by misuse for any reason whatsoever, the cardholder is obligated in his/her own interest to immediately inform the issuer either at one of the distribution points, by means of a written notification in the form of filing a request for blocking/claim against the City Card, or by telephone and providing his/her password.

2. The written notification of loss or theft must contain a legible signature of the City Card holder, which corresponds with the signature on the application form.

3. Provided the cardholder cannot submit the report in person, the notification can be submitted by another person (e.g. husband, co-worker, etc.). In this case, the issuer must request the individual present a power of attorney that has been authenticated by a notary.

4. Once the loss, theft or suspicion of misuse of the City Card has been reported, the issuer will implement all relative measures to prevent further use of the card, even in the case that the cardholder has committed gross negligence or fraudulent conduct.

5. When reporting loss of theft of the City Card, it is necessary to provide data, according to which it is possible to identify the respective card (card number or name of the holder, type of card). Furthermore, all knowledge of any circumstances surrounding the loss, theft or suspicion of card misuse must be provided by the cardholder (in exceptional cases another person).

6. The obligation of the issuer to block the City Card at its place and other partners included in the City Card system comes into effect after five working days following the date of loss or theft as stipulated by the aforementioned form of notification, with the exception of instances of fraudulent conduct on the part of the cardholder.

7. The cardholder bears responsibility for the financial loss suffered as a result of loss or theft of the City Card until the aforementioned deadline from the notification date has elapsed. In the event that the cardholder has committed gross negligence, he/she has violated conditions stipulated in these Conditions.

8. Upon any damage or defect of the City Card, which causes the card to no longer be of use (e.g. electronic defect or mechanical damage, etc.), the cardholder submits the damaged card to any one of the distribution points of the issuer, where the card will be devaluated. Costs related to issuing a new card and with transferring the balance to the new card will be charged by the issuer to the account of the cardholder, if the damages are deemed the fault of the cardholder or the malfunctions of the City Card are post-warranty. Malfunction of the card is judged in accordance with the regulations of the issuer's valid Complaint Rules.

X. Termination of the Contract

1. The Contract is terminated by an agreement between the contractual parties (on the date stated in the agreement), by termination notice from either the issuer or the holder, cancellation of the contract, termination of the organisation, cardholder or devaluation of the card by the issuer.

2. The issuer has the right to withdraw from the contract on using the card, without prior notification of the cardholder.

3. Termination of the contract must be performed in written form. The effectiveness of termination notice comes into force on the date it is delivered to the other party. Provided the consignment is returned to the issuer as undeliverable, the effects of delivery come into force on the date of return to the issuer.

4. The cardholder is obligated to return the termination notice to the issuer within 15 days of its delivery. At this time, the card is blocked in order to prevent possible misuse. For this period until the card is returned, the issuer is not liable for damages which are incurred upon the cardholder in relation to the card.

5. In the event of gross violation of Conditions for Issuing and Using the City Card on the part of the cardholder, the issuer has the right to immediately withdraw from the Contract, without prior notification of the cardholder.

6. In substantiated cases, primarily if the threat of immediate dangers of damages is posed, the issuer has the right to immediately block the card and terminate the Contract on Issuing an Electronic Monetary Medium.

XI. Effectiveness

These Conditions come into force on 1/5/2007.

XII. Appendices

1. Pricelist of Fees Related to Issuing and Using the City Card
2. List of Services Covered by the Electronic Monetary Medium (the City Card)
3. List of Distribution Points for Issuing the Electronic Monetary Medium (City Card sales)
4. List of Sales Points (Recharging + City Card Use)

Appendix No. 1:

PRICELIST OF FEES RELATED TO ISSUING AND USING THE CITY CARD

The pricelist is an appendix to the Conditions for Issuing and Using Contactless Chip City Cards issued by the Hradec Králové Public Transport Company Inc.

Type of service	Total amount of fee
For City Card activation and issuing	95.- CZK
For City Card express activation and issuing	150.- CZK
For City Card activation and issuing a new one due to change in name	95.- CZK
Expenses essential for performing exchange of electronic money	50.- CZK
Transfer of electronic money upon legitimate complaint	Free of charge
Transfer of electronic money balance after the card has expired	Free of charge

Note: Prices are stated including basic VAT

Appendix No. 2:

LIST OF SERVICES COVERED BY THE ELECTRONIC MONETARY MEDIUM (THE CITY CARD)

This list is an appendix to the Conditions for Issuing and Using Contactless Chip City Cards issued by the Hradec Králové Public Transport Company Inc.

Payment for fare:

- Public transport buses and trolley buses in Hradec Králové,
- Public transport buses and trolley buses in Pardubice,
- Tickets in Turistic Train Hradec Králové,
- Swimming Pool Flošna and SPA Hradec Králové

The list will be gradually completed according to the final technical and organisational solution of the card system at partners of the Public Transport Company.

Appendix No. 3:

LIST OF DISTRIBUTION POINTS FOR ISSUING THE ELECTRONIC MONETARY MEDIUM (CITY CARD SALES)

This list of distribution points is an appendix to the Conditions for Issuing and Using Contactless Chip City Cards issued by the Hradec Králové Public Transport Company Inc.

The distribution point also renders recharging services of City Cards.

Distribution points:

Customer centre in the head office of the Public Transport Company

tel.: 495 089 271

Pouchovská St. 153
Hradec Králové

Advanced PT ticket sales

tel.: 495 532 353

Gočárova třída 1225
Hradec Králové

Information Public Transport Terminal – PT hall

tel.: 498 563 002

Nádražní St.
Hradec Králové

The list will be gradually completed according to the final technical and organisational solution of the card system at partners of the Public Transport Company.

Appendix No. 4:

LIST OF SALES POINTS FOR RECHARGING AND USING CITY CARDS

This list of sales points is an appendix to the Conditions for Issuing and Using Contactless Chip City Cards issued by the Hradec Králové Public Transport Company Inc.

Sales points:

Public transport buses and trolley busses in Hradec Králové

Recharging PT automats in Hradec Králové:

- PT stop Adalbertinum in the direction of the city council
- PT stop Alessandria in the direction of the city centre
- Futurum shopping centre (by the entrance)
- PT stop Benešova in the direction of the city centre
- Czech Railways Main Station (in the hall)
- Public transport terminal (in the PT hall)

The list will be gradually completed according to the final technical and organisational solution of the card system at partners of the Public Transport Company.