

# **TERMS AND CONDITIONS**

## **I.**

### **THE SUBJECT-MATTER OF CHANGE OF CONDITIONS**

**GLOBDATA a.s., with its registered office at Na příkopě 393/11, Staré Město, 110 00 Praha 1, Company Registration Number: 05642361, VAT ID: CZ 05642361, registered in the Commercial Registry maintained by the Municipal Court in Prague, file No. B 23165 (hereinafter referred to as Provider) issues these Terms and Conditions of Use of the mobile Sejf 2.0 application (hereinafter referred to as Terms and Conditions), which regulates the rights and obligations of Provider and the person using the Sejf application (hereinafter referred to as User) during ordering and purchasing services which are generally defined below.**

## **II.**

### **SERVICES PROVIDED BY PROVIDER**

1. Provider enables User to order and purchase services such as transport, parking and entry tickets via the Sejf 2.0 application (hereinafter referred to as **Application**). Transport, parking and entry tickets (hereinafter referred to as **Service** or **Services**) are provided by third parties who entered into an agreement with Provider (hereinafter referred to as **Service Provider** or **Service Providers**). In some cases, Service provider has entered into an agreement with a third party. In accordance with such agreement, the third party has entered into an agreement with Provider, and on the basis of this agreement Provider offers Service of Service Provider in Application. Considering that Provider enters into agreements with new Service Providers and agreements with Service Providers can be terminated, the Services offered in Application are subject to change.
2. The subject-matter of Terms and Conditions is not to amend the legal relationships between Service Provider and User based on ordering or purchasing Service provided by Service Provider. Provider is not responsible for providing Services. The legal relationship between User and Service Provider is governed by the

applicable provisions between User and Service Provider, the terms and conditions of Service Provider and applicable laws and regulations (hereinafter referred to as **Terms and Conditions of Service Provider**). User is obligated to familiarize themselves with Terms and Conditions of Service Provider before using Application for ordering and purchasing applicable Services.

### III.

## PREREQUISITES AND CONDITIONS FOR USING APPLICATION

1. The prerequisite for using Application is installing it to a smart mobile phone or similar device, accepting these Terms and Conditions during the first launch of the Application and registering as User.
2. User needs to sign-up with the telephone number of the mobile that has Application installed, and their e-mail address, which will be verified by Provider. User can use certain authentication services of third parties (Facebook, Google, etc.)
3. Provider is entitled to require User to disclose additional data at any time in the future if required to do so because of legal obligations. Should the User not disclose the requested additional data, Provider is entitled to block the account of User and terminate the agreement between User and Provider. Provider presumes the data provided by User to be true. User can modify the data provided to Provider for the purpose of using Application at any time via Application.
4. Application is compatible with Android and iOS operating systems in the version supported by the Android or iOS publisher. User must be connected to the internet for Application to work as intended. The downloadability of Application is not geographically limited.
5. Because Application communicates with Provider's computer systems via Internet connection, User may incur additional Internet connection costs that are not included in the price of Service.
6. In certain cases, Application communicates with Provider's computer systems via a service provided by mobile operators, Premium SMS (hereinafter referred to as PR SMS). In such case, User will incur the cost of sending SMS to order Service. This cost is not included in the price of Service.
7. Should User use a payment card to purchase Services, they are obligated to only do so with payment cards of which they are the rightful owner.
8. User agrees to the use of means of distance communication to order Services.
9. User explicitly agrees (even in the case of User being a consumer) that fulfillment of Service starts the moment User receives payment confirmation via Application, unless a different moment from which Service can be used is stated in Application.

## **IV. PRICE OF SERVICES**

1. The price of Services that can be purchased in Application is always stated in the price list of Service Provider in CZK. The price of Service includes all VAT and administrative fees, unless stated otherwise in Terms and Conditions of Service Provider.
2. User is entitled to use Services purchased through Application at earliest after receiving payment confirmation via Application, unless a different moment from which Service can be used is stated in Application.
3. Provider provides services to User at no cost, unless otherwise stated in the agreement between Provider and Service Provider. In such case, Service Provider will inform User of the price of Service and the price of Provider services, and the User will see the total price before executing the transaction.

## **V.**

### **METHOD OF PROCEDURE - TRANSPORT TICKETS**

User first chooses the type of transport ticket (the city in which the ticket will be valid, the type of the ticket, and the number of tickets) they wish to purchase, and they select the desired type in the Application, which will then provide the price of Service. In Application, User will then select the payment method and proceed to payment via the “Proceed to Payment” button. In certain cases, the price of Service can differ according to the selected payment method, as Application bases the initial price of Service on the preferred payment method selected in Application settings by User or on the payment method used for previous transactions. Should the price of Service change because the selected payment method is different from the default payment method, the displayed price in Application will be based on the selected payment method. User will then proceed to payment via the “Proceed to Payment” button.

## **VI.**

### **METHOD OF PROCEDURE - PARKING IN PARKING ZONES**

1. User will scan a QR code of the parking zone or area (signaled by a sticker, a sign, etc.) via Application, or choose a parking zone from the list of parking areas in Application. User can use Application to identify and confirm the correct parking zone (section, area, etc.) through geolocation services. User is obligated to check if the information about the chosen parking zone is reflective of the reality, especially

should they use geolocation services. Application will display information about price of parking in respect to a certain time period and the maximum parking duration to User. User will choose the parking duration and the type of vehicle (passenger vehicle, motorcycle, etc.), if needed. If User has not filled out the vehicle data before, they are asked to provide the vehicle registration place. User can input multiple registration plates that can be changed in Settings at any point in the future. In Application, User will then select the payment method and proceed to payment via the “Proceed to Payment” button. In certain cases, the price of Service can differ according to the selected payment method, as Application bases the initial price of Service on the preferred payment method selected in Application settings by User or on the payment method used for previous transactions. Should the price of Service change because the selected payment method is different from the default payment method, the displayed price in Application will be based on the selected payment method. User will then proceed to payment via the “Proceed to Payment” button.

2. User is obligated to respect the road signs during parking, no matter the information provided by Application.

## **VII.**

### **METHOD OF PROCEDURE - GATED PARKING**

Upon entering the parking lot, User will pick up a parking receipt with a unique identifier (parking receipt number), or the camera system will recognize the vehicle registration plate when entering the parking lot. User can pay for parking in Application before leaving the parking lot. Upon receiving the request to pay for parking via Application, the parking receipt number (or vehicle registration plate) will be verified, and the parking period will be determined from the parking operator’s system. Application will then calculate

and display the total price of Service to User. User will then select the payment method and proceed to payment via the “Proceed to Payment” button. In certain cases, the price of Service can differ according to the selected payment method, as Application bases the initial price of Service on the preferred payment method selected in Application settings by User or on the payment method used for previous transactions. Should the price of Service change because the selected payment method is different from the default payment method, the displayed price in Application will be based on the selected payment method. User will then proceed to payment via the “Proceed to Payment” button. After executing the payment, Provider sends a payment confirmation to the parking system and User can leave the parking lot.

## **VIII.**

### **METHOD OF PROCEDURE - ENTRY TICKETS**

User first chooses the type of the entry ticket they wish to purchase, and then select the desired type in the Application, which will then provide the price of Service. In Application, User will then select the payment method and proceed to payment via the “Proceed to Payment” button. In certain cases, the price of Service can differ according to the selected payment method, as Application bases the initial price of Service on the preferred payment method selected in Application settings by User or on the payment method used for previous transactions. Should the price of Service change because the selected payment method is different from the default payment method, the displayed price in Application will be based on the selected payment method. User will then proceed to payment via the “Proceed to Payment” button.

## **IX. SERVICE PAYMENTS**

Services can be paid for with one or more payment methods available to User in the Application, depending on the agreements between Provider and Service Providers. Before User pays for Service in Application, Application will show all payment methods that User can use to pay for Service. It is possible to use the following payment methods to pay for Services ordered via Application:

1. payment cards and one-time payments (Apple Pay and Google Pay);
2. the Premium SMS service provided by mobile operators;
3. the service of mobile operators, which requires the User to consent in Application to the transfer of funds. The transfer is made by mobile operator and User will pay the amount to the mobile operator in its billing or the amount will be paid from the User's prepaid account with the mobile operator.

## **X.**

### **PAYMENT CARDS AND ONE-TIME PAYMENTS**

1. To pay for Service with a payment card, User needs to input the payment card information to Application. During the first payment for Service with a VISA or EC/MC payment card, User can choose whether the card should be remembered or not. If User consents to the payment card information being remembered, the

information is remembered on the server of payment gateway provider (the bank). Provider or Application does not store the payment card information. Application stores only a meaningless reference to the User's first payment and uses this reference to make the subsequent payments, for which the User no longer needs to enter payment card information.

2. Payment for Service is handled by a payment gateway that first verifies with the used card's issuer whether the card is not blocked and that it has the available funds to execute the transaction. When the funds on the card (or the bank account) are put on hold, or the transaction is successfully executed, this information is displayed in Application to User.

## **XI.**

### **PAYMENTS MADE VIA MOBILE OPERATORS (PR SMS)**

When User pays for Service via the PR SMS service provided by mobile operators, Application will create an order SMS, which the User will send to the mobile number 902

06. Application will create the order SMS, but User has to send it. To pay for Services via PR SMS, the mobile phone, or other device, used for the payment must have Application installed and must be equipped with a SIM card issued by one of the Czech mobile operators (T-Mobile Czech Republic a.s., Vodafone Czech Republic a.s., O2 Czech Republic, a.s.), and the operator must allow the use of the PR SMS service. When using the PR SMS service, the price of Service is added to User's bill of cost by the mobile operator or deducted from User's balance if the User uses pre-paid services of the mobile operator.

## **XII.**

### **PAYMENTS MADE VIA MOBILE OPERATORS (m-payment)**

The Czech mobile operators (T-Mobile Czech Republic a.s., Vodafone Czech Republic a.s., O2 Czech Republic, a.s.) may allow User to execute payment via Application on the payment gateway of their mobile operator (m-payment). When using the m-payment service, the price of Service is reflected in User's bill of cost from the mobile operator or deducted from User's balance if the User uses pre-paid services of the mobile operator. The steps necessary to enable payment via m-payment for particular User are set out in User's agreement with their mobile operator. For specific services, the payment may only be available to customers of certain mobile operators.

### **XIII.**

## **COMPLAINTS**

For certain Services, Provider also handles complaints, that are related to Services and payments for Services. Complaints can be lodged via a form in Application.

## **XIV. TAX RECEIPTS**

1. Provider also issues tax receipts for Services ordered and paid for via Application.
2. For transport ticket purchases, tax receipts can be obtained on the website of Service Provider.
3. For parking payments, tax receipts can be obtained in Application or on the website [parkovacilistek.cz](http://parkovacilistek.cz).
4. For entry ticket purchases, tax receipts can be obtained on the website of Service Provider.

## **XV. LICENSE**

1. Provider grants the User a non-exclusive license to Application (hereinafter referred to as **License**), which does not permit User to sublicense Application. User is entitled to use Application solely in connection to Services and their usage. User is not entitled to: (i) remove any information about copyright, trademarks or intellectual property of Provider from Application; (ii) modify, distribute, publicly display or publicly present Application; (iii) decompile or reverse engineer Application; (iv) try to obtain unauthorized access to Services and related systems or network.
2. User is not obligated to use License.
3. User is not permitted to perform any actions that would allow a third party to use Services without payment through the information obtained by User via Application (e.g. sharing electronic transport tickets in any shape or form).
4. Provider is entitled to terminate User's License at any time in the event of serious breach of Terms and Conditions by User.
5. Provider is entitled to cease the operation of Application at any time.
6. Provider is entitled to suspend the operation of Application at any time, namely in the events of maintenance or repairs to the system or technical equipment ensuring its operation.

## **XVI. RESPONSIBILITY**

1. Provider does not make or provide any statements, guarantees or assurances related to reliability, timeliness, quality, functionality, suitability or availability of its

services or Services of Service Providers. Provider does not guarantee the suitability, security, availability or quality of Services.

2. Application services operated by Provider might experience malfunctions and delays, which are a consequence of using the Internet and electronic communication.

## **XVII.**

User acknowledges that personal data processing is governed by the rules set out at <https://www.sejf.cz/gdpr>.

## **XVIII.**

### **CHANGE OF TERMS AND CONDITIONS**

Provider will inform User about changes made to Terms and Conditions via Application no later than 2 weeks in advance before new Terms and Conditions come into effect (the draft of new Terms and Conditions will also be published at <https://www.sejf.cz>). After new Terms and Conditions come into effect, Application will ask User to accept new Terms and Conditions. Should User not accept the changes, User will not be able to use Application to order and purchase Services.

## **XIX.**

### **SPECIAL PROVISIONS FOR USERS OF SEJF APPLICATION**

Before Sejf 2.0 Application, Provider operated Sejf application under a separate agreement with certain Users. However, the Sejf application does not allow any purchases of Services anymore. Provider allows Users of the Sejf application to access their Sejf account balance via Sejf 2.0 Application. Users that used the Sejf application can via Sejf 2.0 Application transfer their remaining balance from their Sejf account to their bank account.

## **XX.**

### **COMMON AND FINAL PROVISIONS**

1. User can contact Provider using the following contact information:
  - GLOBDATA a.s., Staroměstské náměstí 608/10, 110 00 Praha 1
  - e-mail: [info@globdata.cz](mailto:info@globdata.cz)
  - tel.: +420 267 090 338



2. The rights and obligations of Provider and User arising from Terms and Conditions are governed by the laws of the Czech Republic.
3. If User, in the position of a consumer, has lodged a complaint with Provider about the Provider's services or Services provided by Service Provider in accordance with Terms and Conditions or has unsuccessfully sought out other remedies via Provider, User has the right to submit a complaint with the Czech Trade Inspection Authority. Such complaint must be signed and sent to the following address: Česká obchodní inspekce, oddělení mimosoudního řešení spotřebitelských sporů (ADR), Štěpánská 796/44, 110 00 Praha 1. Complaints can be submitted in person, by e-mail with a certified digital signature or via the applicant's Data box. Alternative dispute resolution is governed by the applicable provisions of Act No. 634/1992 Coll., on Consumer Protection, as amended, and the Rules for out-of-court settlement of consumer disputes that can be viewed at [www.adr.coi.cz](http://www.adr.coi.cz). The objective of the alternative dispute resolution procedure is to find a mutual agreement between the parties on the subject-matter of the dispute. In the alternative dispute resolution procedure, a legally binding decision can be issued on the parties against the will of one of the parties.
4. If User, in the position of a consumer, has lodged a complaint in accordance with Terms and Conditions regarding the payment service provided by Provider, erroneous payment, unexecuted payment or has unsuccessfully sought out other remedies via Provider, User has the right to submit a complaint with the Financial Arbitrator that decides disputes between financial institutions and its users in accordance with Act No. 229/2002 Coll., on Financial Arbitrator, as amended. Complaints must be sent to the following address: Kanceláře finančního arbitra, organizační složka státu, Legerova 1581/69, 110 00 Praha 1. Any complaints concerning payment services can also be addressed to the authority supervising the operation of Provider, which is the Czech National Bank with its registered office at Na Příkopě 28, 115 03 Praha 1, [www.cnb.cz](http://www.cnb.cz).
5. Provider is entitled to refer or assign the rights and obligations ensuing from Terms and Conditions, License or the use of Application partially or in its entirety to a third party.
6. The electronic version of Terms and Conditions can be obtained at [www.sejf.cz](http://www.sejf.cz).
7. Terms and Conditions come into effect on October 1st, 2023.