

GENERAL TERMS AND CONDITIONS
RAILSCANNER S.R.O. FOR RAILVIS.com

1.DEFINITION OF TERMS

1. Unless expressly stated otherwise below or unless otherwise stated in applicable legislation, the following terms beginning with capital letters in these GTC have the following meaning:
- a) **"Company"** is a company RAILSCANNER, s.r.o, ID number: 078 42 511, registered in the Commercial Register kept at the Municipal Court in Prague, file number: C 308568, with its registered office at: Prague 2, Belehdaska 381/126, Prague 2 Vinohrady;
 - b) **"Railvis Website"** means the website operated by the Company available at the domain URLs www.railvis.eu and www.railvis.com;
 - c) **"Railvis App"** means a software in form of web application operated by the Company on the Railvis Website and serving primarily as an on-line platform for the provision of the Service by the Company;
 - d) **"Service"** means primarily a presentation service provided by the Company through the operation of the Railvis App to its Users; The Railvis App allows the User in the position of the Offeror to insert into the Railvis App a presentation of offers of Railway Vehicles for lease or sale whereas the User in the position of the Interested Party is provided with online access to aggregated summary of offers of Railway Vehicles for lease or sale; By providing the Services, the Company enables within the Railvis App to connect demand of the Interested Party with respective offer of the Offeror. The Company does not in any case rent, lease, sell nor buy the Railway Vehicles itself through the Service, nor does it operate as a transport or forwarding company on the basis of the Services;
 - e) **"Railway Vehicle"** means a locomotive (i.e. a traction railway vehicle) and/or a railway freight wagon (i.e. a towed railway vehicle) and/or carriage container, which is offered by the Offerors in the Railvis App for a lease or a sale and the properties and qualities of which are described based on corresponding information provided by the Offeror in the Railvis App;
 - f) **"Agreement"** is the agreement between the Company and the User provided that in respective case it is the agreement on terms of use of the Railvis App concluded between the Company and the Interested Party; the Agreement consists of the relevant parts of these GTC, where the specific rights and obligations arise from whether the User has entered into the Agreement in accordance with these GTC with the intention the Offeror or the Interested Party;
 - g) **"GTC"** means these General Terms and Conditions which set mutual rights and obligations of the Company, the Interested Party and the Offeror arising from use of the Service;
 - h) **"Contracting Parties"** means the designation for the Company and the User, i.e. the Interested Party or the Offeror, as applicable, as the contracting parties concluding the Agreement;
 - i) **"User"** is a natural or legal person using the Service through the Railvis App in respective case as the Interested Party and/or the Offeror; The User cannot be a consumer within the meaning of valid and effective legislation;
 - j) **"Offeror"** is a User registered as a *"Merchant"* in the Railvis App with an interest in using the Railvis App for advertising its offers of Railway Vehicles for lease or sale;
 - k) **"Interested Party"** is a User registered as a *"Client"* in the Railvis App with an interest in using the Railvis App for searching through the offers of Railway Vehicles for lease or sale according to criteria as entered into the Railvis App;
 - l) **"Offer"** is an on-line offer for a lease or a sale of the Railway Vehicles made by the Offeror through the Railvis App containing necessary information regarding basic conditions under which certain Railway Vehicles are available for use, respectively acquisition by the Interested Party.
 - m) **"Rent"** is the overall financial amount excl. VAT to be paid to the Offeror for the lease of relevant Railway Vehicles which are subject to the Confirmed Business;

- n) **"Purchase Price"** is the overall financial amount excl. VAT to be paid to the Offeror for the sale of Railway Vehicles which are the subject of the Confirmed Business;
- o) **"Civil Code"** means Act No. 89/2012 Coll., the Civil Code, as amended;
- p) **"Remuneration"** is a financial payment which is under the conditions of individual agreement between the Offeror and the Company (if concluded), the Offeror is obliged in the case of the Confirmed Business to pay to the Company;
- q) **"Confirmed Business"** is settled at the moment the Offeror confirms on the Railvis App the conclusion of respective lease or purchase agreement between the Offeror and the Interested Party on the basis of respective Offer;
- r) **"Access Data"** is a unique login name and associated password entered by the User into the Railvis App during Registration;
- s) **"Registration"** is the electronic registration of the User within the Railvis App, under the conditions specified in art. 4 of these GTC;
- t) **"User Account"** is a part of the Railvis App, which is established for each individual User via Registration and made available in the Railvis App after entering the Access Data and meeting other conditions according to these GTC;
- u) **"Membership"** is a summary of functions available for a User within the Railvis App depending on which level of membership the User chooses; the individual levels of the Memberships are described in more detail in art. 6 of the GTC and further in the *"Memberships"* section within the Railvis Website;
- v) **"Information on Personal Data Protection"** is a document containing all information concerning the processing of personal data by the Company in the provision of the Service available on the Railvis Website in the *"Privacy Policy"* section.

2. GENERAL PROVISIONS

- 1. These GTC regulate the procedure for concluding relevant contract between the Company and the User and the mutual rights and obligations of the Contracting Parties arising from the Agreement.
- 2. The provisions of the GTC are integral part of the Agreement. Any potential provisions in the Agreement which contain a regulation of certain matters differently from these GTC take precedence over these GTC.
- 3. Only these GTC shall apply to the contractual relations arising from the Agreement and the use of any other general terms and conditions is excluded.
- 4. Mutual relations not regulated by these GTC are governed by the applicable legislation of the Czech Republic, in particular the Civil Code. In the event of a mutual conflict, the Agreement, including the GTC, takes precedence over any non-mandatory provisions of the Civil Code.
- 5. The Company may change these GTC from time to time. These changes become effective towards the Users by publishing of the updated version of the GTC on the Railvis Website. By accessing or using the Railvis App after publishing of the updated version of the GTC, you express your consent with the updated version of the GTC.

3. SCOPE AND NATURE OF THE SERVICE

- 1. The Company is a provider of the Service through the Railvis App which serves as an on-line platform enabling advertisement of the Offers. The Interested Parties are able to respond to respective Offers in the Railvis App and make a request for booking.
- 2. After a request for a booking is accepted by the Offeror, the Interested Party and the Offeror are allowed to negotiate and conclude a lease or purchase agreement subject to which shall be lease or sale of respective Railway Vehicles depending on respective case.
- 3. When using the Service, data and information on lease or sale of the Railway Vehicle are published in the Railvis App, whereas they are based on data and information entered into the Railvis App by the Users. Although the Company exercises reasonable care and skill in providing the Service, the Company does not verify, and therefore cannot guarantee to Users, that all data and information provided by Users is accurate, complete and correct.

4. The Company in no way acts as a participant or intervening party in any lease or purchase agreement concluded between the Offeror and the Interested Party subject to which is a lease or a sale of the Railway Vehicles. The Company is not responsible for the fulfillment of obligations under these agreements or these GTC by the Interested Party or the Offeror. The Company is also not responsible for the fact that respective lease or purchase agreement will not actually be concluded between the Users for any reason, even if the Confirmed Business is successfully made through the Railvis App.
5. The Company does not provide or arrange the actual lease or sale of the Railway Vehicles, nor does it provide, sell or provide transport, transportation or logistics services in its own name.
6. Users may use the Service exclusively on the basis of the terms of the Agreement and only through the Railvis App.

4. USER REGISTRATION AND USE OF SERVICE

Registration and Agreement conclusion

1. In order to commence using the Service the User shall first register in the Railvis App via the Railvis Website and have a User Account set up.
2. By the Registration of the User in the Railvis App, i.e. upon its successful completion and establishment of the User Account, the Agreement is concluded between the User and the Company. By the Registration of the User in the Railvis App, the User also consents with these GTC and acknowledges the Information on Personal Data Protection.
3. The subject-matter of the Agreement is the provision of the Service by the Company to the Interested Party and/or the Offeror and the provision of a License to use of the Railvis App, and other rights and obligations as set out in these GTC and applicable in a specific case.
4. The Agreement is thus concluded for an indefinite period.

Registration process

5. Registration consists of entering the data required by the Company via the Railvis App, sending them to the Company and confirming User Registration by the Company. It is not possible to complete the Registration without entering the data marked as mandatory within the Railvis App.
6. During the Registration, the User is obliged to state all required data correctly and truthfully. If the data on which the User Account is based changes, the User is obliged to update this data immediately. The data and information provided in the User Account is considered correct and true.
7. The information entered by the User within the Registration will be protected in accordance with legal regulations and the Information on Personal Data Protection.
8. The Company shall confirm to the User the successful completion of the Registration by sending a confirmation email.
9. Based on the Registration, a User Account is established for the User. The User will log in to the User Account in the Railvis App by entering the Access Data.
10. The Company reserves the right not to establish a User Account for the User, despite the successful completion of the Registration, without the need to justify such a decision. As a rule, the Company will not establish a User Account for such User who has already established a User Account in the past but has violated the obligations arising from these GTC and/or from respective lease or sale agreement intermediated through the Railvis App.
11. Within one User Account, the User may be registered both as the Interested Party and as the Offeror. Within the Railvis App, it is possible to switch between the Offeror and the Interested Party interface at any time.

Agreement termination

12. Although stipulated otherwise, the Agreement may be terminated by written notice with effect from the moment of delivery to the other Contracting Party, for any reason or even without stating a reason.
13. The Agreement may also be terminated by canceling the User Account, both by the Interested Party and the Offeror, and by the Company. Cancellation of the User Account will result in

disabling the Railvis App so the Service can no longer be provided. Cancellation of the User Account has the same effects as termination of the Agreement.

14. Both the Interested Party and the Offeror are entitled to cancel the User Account at any time for any reason or without it, and only through an e-mail listed on the Railvis Website. Deleting the Railvis App or logging out of the User Account does not cancel the User Account.
15. The Agreement cannot be terminated by the User and the User Account cannot be canceled by the User for the duration of any outstanding obligations of the User towards the Company.
16. For the avoidance of doubt, it is stipulated that the eventual termination of the Agreement or cancellation of the User Account does not terminate the obligations of the Offeror or the Interested Party that arose during the duration of the Agreement and have not yet been fulfilled (e.g. obligation to pay damages, pay a contractual penalty or other obligations, etc.) nor cease to exist those provisions of the Agreement which are clearly meant to persist even after its termination.

5.

RAILVIS APP

License to use the Railvis App

1. Through the Agreement the Company provides the User with a free non-exclusive territorially unlimited License to use the Railvis App for the duration of the Agreement (the "License"). The Users acknowledge that legal regulations in countries outside of the Czech Republic may not allow the use of the Railvis App. The Company reserves the right to change the territorial scope of the License.
2. Based on the License, the User is able to use the Railvis App for the Users' own needs and then use the Service exclusively in accordance with these GTC and relevant legal regulations.
3. In particular, the User is not entitled to grant sublicenses or any other rights to the Railvis App to third parties or to assign or otherwise transfer the License to a third party, nor is he entitled to interfere in any way with the Railvis App and its source code. Other restrictions are listed below in these GTC.

Communication in the Railvis App

4. Communication within the Railvis App is operated through its function for sending instant electronic messages in writing (the "**Chat**"), which serves primarily for mutual communication between the Interested Party and the Offeror.
5. When using the Chat, the Interested Party and the Offeror are obliged to refrain in particular from:
 - a) any conduct which may show signs of illegality, in particular signs of crime;
 - b) dissemination of advertising or other marketing messages not related to Railway Vehicle lease through the Railvis App;
 - c) dissemination of objectionable content (i.e. in particular content grossly vulgar, racist, pornographic, harassing, obscene, etc.);
 - d) sending web links to other portals of a competitive nature in relation to the Service and the Company's business scope;
 - e) any other harassing, immoral or other impermissible conduct;
 - f) efforts to arrange Railway Vehicle lease by any other means than through the Railvis App.
6. The Users acknowledge and agree that in order to control compliance with the restrictions set out in this art. 5.5 of the GTC, the Company is entitled to monitor the Chat in an appropriate and proportionate manner and in case of any violation or reasonable doubt is entitled to restrict or even disable the Chat function.
7. Obvious errors and inaccuracies (including typos) within the communication of Users or within the Offers in the Railvis App are not binding unless agreed otherwise in the specific case.

Security of the Railvis App

8. The Company does not guarantee uninterrupted access to the Railvis App and all its functions, nor the safety and security of the Railvis App and all its functions. The Company is not liable for damage caused to the User during access and use of the Railvis App, including any

incurred damage or loss of profit caused by downloading data published within the Railvis App, by interruption of Railvis App's operation, due to its failure or malfunction due to computer viruses, damage due to data loss or unauthorized access to transmissions and User data.

9. Clicking on certain links within the communication in the Railvis App may lead to leaving the Railvis Website and accessing third party website. The Company is not liable for any damage caused to Users this way.
10. The Company reserves the right to restrict or terminate the User's access to the Chat and other functions in the Railvis App at any time necessary.

Access to the Railvis App

11. The User acknowledges that the Railvis App and the User Account may not be available around the clock, especially with regard to the necessary maintenance of hardware and software equipment of the Company, resp. necessary maintenance of third party hardware and software, possibly due to force majeure.
12. Costs incurred in connection with the Internet connection shall be borne by the User.

Functions of the Railvis App

13. The individual functions of the Railvis App available to the User may differ depending on the selected Membership in the Railvis App.

6. LEVELS OF RAILVIS APP MEMBERSHIPS

Offeror's Membership Levels

1. The Railvis App offers the Offeror a total of 3 levels of Membership, i.e.: (i) Trial, (ii) PREMIUM and (iii) ENTERPRISE.

Trial Membership

2. After Registration and logging in to the User Account as the Offeror, the User will automatically be able to use the Railvis App only in a limited mode corresponding to the Trial Membership, which is free of charge. The Trial Membership has limited functionality, i.e. not all functions of the Railvis App are available to the User, or may be limited, and serves primarily to introduce the Railvis App to a new User.
3. After Registration within the Railvis App and under the conditions specified therein, the User may choose from other charged levels of Membership, which will allow him to use other functions of the Railvis App, depending on the specific level of Membership.

PREMIUM Membership

4. Through the Railvis App, the Offeror may choose the Advanced Membership. Advanced Membership will allow the Offeror to use the advanced features of the Railvis App as described in the "*Memberships*" section on the Railvis Website.

ENTERPRISE Membership

5. PREMIUM Membership, (i) the conditions of which depend either on a separate agreement between the Offeror and the Company, which can be arranged individually after contacting the Company according to the instructions in the "*Memberships*" section on the Railvis Website, or as the case may be (ii) the conditions of which are determined and described in the "*Memberships*" respective section on the Railvis Website.

Interested Party's Membership Levels

6. The Railvis App offers Interested Party a total of 2 levels of Membership, i.e.: (i) Trial and (ii) Standard.

Trial Membership

7. After Registration and logging in to the User Account as the Interested Party, the User will automatically be able to use the Railvis App only in a limited mode corresponding to the Trial Membership, which is free of charge. The Trial Membership has limited functionality, i.e. not all functions of the Railvis App are available to the User, or may be limited, and serves primarily to introduce the Railvis App to a new User.

Standard Membership

8. After Registration within the Railvis App and under the conditions specified therein, the User may choose a paid Standard Membership, which will allow him to use other functions of the Railvis App as described in the "Memberships" section on the Railvis Website.

Membership Fee

9. All charged levels of Membership in the Railvis App are designed in the form of an annual subscription, which allows the User to use the relevant Membership for a validity period of one (1) year from the date of payment of the relevant Membership Fee in accordance with these GTC (the "**Membership Fee**"). In the event of early termination of the Membership for any reason, the User shall not be entitled to a refund of the Membership Fee for the terminated Membership from the Company, not even in part.
10. Membership can be changed by the User to another level at any time during its duration. However, in the event of its change by the User, the original Membership expires. If the level of the Membership is changed before the expiry of its validity period, the User is not entitled to a refund of the Membership fee for the replaced Membership from the Company, not even in part.
11. The current amount of the Membership fee is set out in the "*Memberships*" section of the Railvis Website.

Payment of Membership Fee

12. The Membership Fee in accordance with the conditions for specific Membership level is paid by the User based on an advance invoice or a standard invoice issued by the Company by bank transfer to the Company's account in accordance with the terms on the Railvis Website.

Automatic Membership Renewal

13. Users acknowledge and agree that any charged level of the User's Membership in the Railvis App is automatically extended after its termination for another validity period under the conditions effective on the last day of the Membership being subject to the extension with an exemption of the Membership Fee that shall be calculated on the basis of its actual amount in the "*Membership*" section on the Railvis Website, unless agreed otherwise between the User and the Company. If the User does not wish to automatically renew the Membership, the User must contact the Company and inform it in writing at least one (1) month before the termination of the Membership's validity period.

Termination of paid Membership

14. If the charged Membership is terminated without being automatically renewed or replaced with another form of charged Membership at the same time, the Trial Membership will be automatically activated for the User.

7. INTERMEDIATION OF LEASE AND SALE

1. The Company allows the Users to share the substantial information regarding the lease or sale of Railway Vehicles by providing the Service via on-line platform operated by the Railvis App.
2. Through the Railvis App the Interested Parties may access the Offers, based on which Interested Parties may decide whether they will be interested in respective Offer and request a booking from the Offeror through the Railvis App.
3. The Railvis App displays all currently effective Offers that may be placed in the Railvis App by the Offeror after filling up all mandatory data as required by the Railvis App and always under the conditions of these GTC and the level of the Offeror's Membership. The Offer that is not in accordance with these GTC or that is not considered proper and fair for any reason by the Company may be deleted by the Company from the Railvis App.

Visibility of the Offers

4. The way in which the Offers in the Railvis App are sorted for viewing by the Interested Parties may differ depending on the conditions of individual levels of the Offeror's Membership. Therefore, some of the Offers of the Offeror may be given higher priority over other Offers of other Offerors in the Railvis App, provided that this function is prepaid by the relevant Offeror.

Anonymity

5. As part of the Offers, some data on the identity of the Offeror and / or the Interested Party may

be anonymized in the Railvis App (depending on the conditions of the relevant Membership), whereas such identity is mutually revealed in the Railvis App at the moment of acceptance of a request for booking. The conditions for data anonymity of the Users may vary within different levels of the Membership.

Fixed price / Auction

6. Offeror's Offers may differ in whether they are entered into the Railvis App with a fixed price for lease / sale of Railway Vehicle (the "**Fixed Price**"), or whether the price for lease / sale of Railway Vehicle is not determined by the Offeror at all or is set only as a minimum price, whereas the Interested Party may, in the form of an on-line auction, propose such price themselves and the Offeror may then choose the most favorable proposal for him (the "**Auction**").

Connection of demand of the Interested Party and offers of the Offerors

7. Based on the information about the Railway Vehicles published in the "*Offers*" section of the Railvis App, the Interested Party may select specific Offer about which he intends to negotiate with the Offeror provided that the procedure within the Railvis App is as follows:
 - a) The Interested Party fills in all data required by the Railvis App necessary for making a request for booking of respective Offer and confirms according to the instructions as provided by the Railvis App. In the case the respective Offer is represented by the Auction Offer, the Interested Party also fills a proposal of price that shall constitute a price offer within the Auction.
 - b) Information about the request for booking is then sent by the Railvis App to respective Offeror.
 - c) The Offeror is able to accept a request for booking for further negotiation or reject it. The Offeror is able to accept more requests. The Interested Party will be informed about the fact that the request was denied in the Railvis App. In the case the Offeror does not accept the request for booking for further negotiations nor rejects it within 14 days, such request for booking is considered rejected.
 - d) After the Offeror accepts the relevant request for booking of the Interested Party for further negotiations, all available identification and contact information about each other will be made available to Users in the Railvis App, with Users now being able to negotiate specific business terms and enter into a relevant lease or purchase agreement.
 - e) After an agreement is reached between the Offeror and the Interested Party and the relevant lease or purchase agreement is concluded, the Offeror and the Interested Party are obliged to notify the Railvis App without undue delay, within 7 days at the latest, that such conclusion has occurred or has not occurred.
 - f) After the Offeror notifies the Railvis App that an agreement has been reached with the Interested Party, the moment of the Confirmed Business occurs.
 - g) At the moment of the Confirmed Business the respective Railway Vehicles are excluded from the offer in the "*Offer*" section in the Railvis App.

Communication of Users via Chat

8. Prior to the moment of the confirmation of a request for booking with respect to specific Offer, the Interested Party may communicate with the Offeror in matters related to lease or sale of Railway Vehicles exclusively via the Chat, which is one of the functions of the Railvis App.

Entitlement to Remuneration

9. The moment of making the Confirmed Booking via the Railvis App shall be considered as an intermediation of an opportunity to conclude respective lease or purchase agreement and thus, the Company becomes entitled to the Remuneration to be paid by the Offeror in the case such was stipulated in an agreement concluded between the Offeror and the Company.

8. RIGHTS AND OBLIGATIONS OF THE OFFEROR AND THE INTERESTED PARTY

Offeror's declarations

1. The Offeror declares that he is aware of the role of the Company only as an intermediary for providing an opportunity to conclude respective lease and sale agreements.
2. The Offeror declares that he is entitled to dispose with the Railway Vehicles in the manner he

is able to fulfil the Offer.

3. The Offeror declares that the offered Railway Vehicles are in a condition corresponding to their age, wear and technical condition and are fully eligible for the entire period of the lease for the purpose for which they are to be used by the Interested Party according to the specific Offer in the Railvis App.
4. The Offeror declares that each Railway Vehicle inserted into the Railvis App as part of the individual Lease Offer:
 - a) is entered in the national register of railway vehicles in the sense of Act No. 266/1994 Coll., on railways and related regulations, as amended,
 - b) has a technical approval corresponding to the applicable legislation for the given type of railway vehicle and all obligations imposed by this technical approval will be fulfilled during the lease,
 - c) is in good condition for its use and is suitable for national/international rail transport (according to the intended use of the Railway Vehicle in specific case), and its operation does not in itself jeopardize the safe operation of the track and rail transport.
5. In the case of a lease, the Offeror declares that he is acquainted with the General Contract for the Use of Wagons, promulgated in accordance with COTIF 1999 (hereinafter referred to as "GCU"), and that he undertakes to conduct all actions related to the use of Railway Vehicles in accordance with the GCU if such Railway Vehicle shall be used for international transport within the scope of the lease.
6. The Offeror declares that he has concluded an insurance contract, the subject of which is, among other matters, the insurance of Railway Vehicles offered in the Railvis App for the purpose of the lease.

Offeror's Rights and Obligations

7. The Interested Party undertakes to use the Service and the Railvis App only for the purpose of on-line advertisement of lease and / or sale of the Railway Vehicles and subsequent for communication with the Interested Party. The Offeror may not use the Railvis App for purposes other than those for which the Service is intended.
8. When using the Service, the Offeror may not provide incorrect, incomplete or untrue information within the Railvis App, which may not be used in a manner that could violate rights or harm legitimate interests of the Company. In particular, the Offeror is obliged to truly state whether the Confirmed Business has occurred or not.
9. The Offeror is obliged to keep his Offers and related information in the Railvis App up to date. If any of his Offers is not fully or partially realizable, he is obliged to immediately adjust or delete such Lease Offer in the Railvis App.
10. The Offeror must not agree with rental or a sale of the Railway Vehicles to the Interested Party who responds to the Offer in the Railvis App by submitting a request for booking, unless the subsequent confirmation of the Confirmed Business under these GTC is made.
11. The Offeror is prohibited from providing or making the Service available to third parties. The Offeror may not provide Access Data or any other access to the User Account to third parties and is obliged to take all reasonable measures to keep it confidential. The Offeror is fully responsible for the unauthorized use of these Access Data or the User Account and for the damage thus caused to the Company, other Users or third parties. In the event of loss, theft or other violation of Access Data, the Offeror is obliged to notify the Company immediately, which will change the Access Data correspondingly.
12. The Offeror acknowledges that in addition to the provisions contained in these GTC and the Agreement, he is also obliged to comply with the obligations stipulated by the relevant applicable legislation.

Interested Party's Rights and Obligations

13. The Interested Party undertakes to use the Service and the Railvis App only for the purpose of finding the suitable Offers and subsequent communication with the Offeror. The Interested Party may not use the Railvis App for purposes other than those for which the Service is used.
14. When using the Service, the Interested Party may not provide incorrect, incomplete or untrue information within the Railvis App and use it in a way that harms the rights or

legitimate interests of the Company.

15. The Interested Party is prohibited from providing or making the Service available to third parties. The Interested Party may not provide the Access Data or any other access to the User Account to third parties and is obliged to take all reasonable measures to keep it confidential. The Interested Party is fully responsible for the unauthorized use of these Access Data or the User Account and for the damage thus caused by the Company, other Users or third parties. In the event of loss, theft or other violation of Access Data, the Interested Party is obliged to notify the Company immediately, which will change the Access Data correspondingly.
16. The Interested Party acknowledges that in addition to the provisions contained in these GTC and the Agreement, he is also obliged to comply with the obligations stipulated by the relevant applicable legislation.

Truthfulness and Completeness of Provided Data

17. The Users confirm the truthfulness and completeness of the data provided within the Railvis App and the statements made above which apply to each use of the Service, especially regarding the disclosure of their personal and contact information and the conditions under which the User may become the Interested Party or the Offeror. If the personal data of the User changes or is inaccurate, the User is obliged to update it without delay in the Railvis App (to the extent possible) or to inform the Company immediately by e-mail or telephone.

9. COMPANY'S RIGHTS AND OBLIGATIONS

Company's Rights and Obligations

1. The Company is entitled to require the Interested Party to submit documents in order to verify compliance with the conditions under the GTC, especially if there are reasonable doubts that the conditions are not met. The Company is entitled not to provide the Service until the successful verification of the fulfillment of the conditions according to the GTC.
2. The Company reserves the right to limit or stop the provision of the Service, even without prior notice, including inaccessibility of the entire Railvis App or cancellation of the User Account, especially if it suspects possible wrongdoing on the part of the User or violation of these GTC or conduct contrary to good morals. In the event of cancellation of the User Account, the relevant User is not entitled to a refund of any Membership Fee.
3. The Company reserves the right to limit or suspend the provision of the Service for the time strictly necessary for the maintenance or repair of equipment, Railvis App or other software or hardware necessary for the provision of the Service.
4. The Company is entitled to change the Access Data to the User Account (especially the username and password) for urgent technical or security reasons even without the consent of the User, especially if this measure is necessary for the proper provision of the Service. The Company will notify the User of such changed Access Data (Username and Password) without undue delay.
5. The Company may also cancel the User Account if the User has not used it for more than six (6) months.
6. The Company has the right against the User to compensation for any damage or lost profit that arises as a result of the User's illegal conduct or the User's conduct in violation of these GTC.
7. The Company is entitled to delete any statement or contribution of the User anywhere in the Railvis App that would be in conflict with applicable law or the present GTC.

10. LIMITATION AND DISCLAIMER OF COMPANY

Limitation

1. While using the Service via the Railvis App the Users must not do the following:
 - a) remove any copyright, trademark or intellectual property information from any part of the Service or Railvis App;
 - b) use mechanisms, software or other procedures that could negatively affect the operation of the Railvis App;

- c) reproduce, modify, distribute, license, rent, sell, resell, transfer, publicly exhibit, publicly present, transmit, stream, broadcast or otherwise use the Service or use the Railvis App and its outputs, in particular the aggregated offer of leasable Railway Vehicles, in any other manner than as expressly authorized by the Company;
- d) misuse, block, modify or otherwise alter any part of the Service or the Railvis App, except as permitted by applicable legislation;
- e) refer to or mirror any part of the Service or Railvis App;
- f) invoke or run any programs or scripts designed to disable any part of the Service or the Railvis App's functionality, index the Service or Railvis App, examine it or otherwise extract data from it, or improperly obstruct the Service or obstruct the operation or functionality of any aspect of the Railvis App;
- g) attempt to gain unauthorized access to the Railvis App, other Users' User Account and related systems or networks, or to damage any aspect of the Service.

Monitoring of the Railvis App

- 2. The Company is entitled to check the compliance with the rules of use of the Railvis App set out in these GTC and applicable legislation and to enforce them using available means.
- 3. The Company is entitled to use reasonable technical means to monitor the Railvis App so that it can ensure its security and respond to possible cyber attacks, computer viruses, etc.

Security of the Railvis App

- 4. Users acknowledge that although the Company has made every effort to ensure the Railvis App's security, communication over the Internet may not be secure and the relevant data kept in the Railvis App may be compromised or lost.
- 5. Users acknowledge that when using the Service or other online services, certain applications of third parties may gain access to the Users' device or User Accounts. The Company shall not be liable for any damage resulting from or otherwise related to such third party access to the Users' device or User Accounts. Only Users are responsible for adequately securing their device against unauthorized attacks while using the Railvis App.

Limitation of Company's Responsibility

- 6. The Company is primarily not responsible for:
 - a) obtaining the User's access to the data network or equipment required for the use of the Service, for suitable hardware and software, for the functionality of the Railvis App on hardware or within the Users' software;
 - b) the correctness, truthfulness or completeness of the information provided by the Users through the Railvis App or entered into the Railvis App by them, including the mutual evaluation of Users; the content of mutual communication between Users;
 - c) damage caused by external sources, interruptions of operation, malfunctions or failures of the Railvis App, or for damage incurred as a result of loss of data in the Railvis App or unauthorized access to the User's data on his User Account;
 - d) damage that arises from the User entering incorrect, false or incomplete data into the Railvis App within the Registration or at any time later;
 - e) damage that has arisen as a result of a breach of contractual and/or legal obligations by the User, or for damage that will occur if the Railway Vehicle is used in violation of applicable legislation and/or the conditions for its use;
 - f) conclusion, termination, breach, fulfillment of the lease or sale agreement between the Users;
 - g) services provided by third parties affecting the operation of the Railvis App, e.g. Internet connection, for their quality, quantity or any consequences, or for the rights and obligations related to these services, etc;
 - h) damage caused by force majeure as defined by applicable law;
 - i) damage caused by using the Railvis App on devices that have been modified unprofessionally or by an unauthorized person in any way or on which illegal software has been installed, or for use on devices with an operating system other than that for which

the Railvis App is intended, or with settings other than those required by the Railvis App.

11. PROTECTION OF PERSONAL DATA

1. The procedures for the collection and use of personal data relating to the Service are governed by the Company's privacy policy described in the Privacy Information available on the Railvis Website in the "*Privacy Policy*" section and made known to Users during the Registration.

12. DISPUTE RESOLUTION AND APPLICABLE LAW

Amicable Settlement of Disputes

1. All disputes between the parties arising out of or in connection with the Agreement shall be settled by the parties primarily by mutual agreement and without undue delay.

Jurisdiction of the Court

2. If the Users and/or the Company do not reach a solution according to the previous article, the Contractual Parties agree on the jurisdiction of the relevant courts of the Czech Republic with a local jurisdiction according to the registered seat of the Company.

Role of the Company

3. Any disputes arising between the Users may also be resolved with the assistance of the Company while the Company may propose to both parties the method of resolving the dispute based on its assessment. For this purpose, the Users agree that it is possible to use all data stored in the Railvis App to resolve any mutual disputes.

Applicable law

4. These GTC and the Agreement, as well as all related relations are governed by the Czech law, and primarily by the Civil Code.