

CONTRACTUAL TERMS AND CONDITIONS

for the Establishment and Maintenance of a User Account and Credit Account
Effective from 21 October 2025

Article 1: INTRODUCTORY PROVISIONS

1.1.

These Contractual Terms and Conditions (hereinafter referred to as the “Terms”) of ARRIVA vlaky s.r.o., with its registered office at Křižíkova 148/34, Karlín, Prague 8, Company ID No.: 28955196, VAT ID No.: CZ699001947, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 155614, telephone +420 725 100 725, e-mail: info@arriva.cz (hereinafter referred to as “ARRIVA”), govern the mutual rights and obligations between ARRIVA and the user arising from the agreement on the establishment and maintenance of a user account and credit account.

1.2.

These Terms are drawn up in the Czech language.

1.3.

ARRIVA, as the operator of the online store at shop.arriva.cz and in the mobile application (hereinafter referred to as the “ARRIVA e-shop”), enables its users to establish a user account and a credit account for the purpose of shopping in the ARRIVA e-shop. In the ARRIVA e-shop, ARRIVA facilitates the sale of tickets for public passenger rail and bus transport and, where applicable, related services.

Article 2: CREATING OF A USER ACCOUNT AND CREDIT ACCOUNT

2.1.

The ARRIVA e-shop offers the possibility of registration and creation of a personal user account and credit account. Creating and maintaining of the account are free of charge.

2.2.

The ARRIVA e-shop may be accessed using the following hardware and software equipment: a standard personal computer with Microsoft Windows operating system (version XP or later), Linux operating system, or Mac OS X, or other compatible devices, or a mobile phone with iOS or Android operating system.

2.3.

ARRIVA does not provide any technical or software equipment on the user's side or internet connection, and all related costs are borne by the user.

2.4.

Only persons over 15 years of age may create an account

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2.5.

The following mandatory details are required during registration: first name and surname, login e-mail, and password. Optionally, the user may provide a telephone number, date of birth, and city (place of residence).

2.6.

For registration, the user is required to complete all mandatory information and confirm acknowledgment and acceptance of these Terms and the personal data protection conditions (GDPR).

2.7.

Before submitting the registration request by clicking the "Create account" button, the user has the possibility to review and correct the entered information.

2.8.

As part of the registration process, an activation link is sent to the user's specified e-mail address.

2.9.

By activating the account through clicking the "Activate account" button, an Agreement on the Establishment and Maintenance of a User Account and Credit Account (hereinafter referred to as the "Agreement") is concluded between the registered user and ARRIVA, and the account and its functions are simultaneously made accessible to the user through the online interface (ARRIVA e-shop website and mobile application). The Agreement may only be concluded in the Czech language.

2.10.

The content of the Agreement is determined by these Terms as effective on the date of account activation, or as subsequently amended. The Terms are available on the ARRIVA e-shop website.

2.11.

Access to the account is protected by a password.

2.12.

The user logs into the account using login credentials: login e-mail and password.

2.13.

The user acknowledges that after the account has been made accessible, the user is not entitled to withdraw from the Agreement under Section 1829 of Act No. 89/2012 Coll., the Civil Code; however, the user may terminate the Agreement in accordance with Article 11, Section 11.1.1. of these Terms.

Article 3: RIGHTS AND OBLIGATIONS OF THE USER

3.1.

By activating the account, the user obtains, for the duration of the Agreement, the right to use the user account and credit account within the services provided by ARRIVA under these Terms.

3.2.

The user must provide complete and truthful information during registration. In the event of any changes, the user must promptly update the information in the “My Account – Change Details” section. After the account has been created, the login e-mail cannot be changed; however, in the “My Account – Change Details” section it is possible to enter a contact e-mail different from the login e-mail.

3.3.

The user must protect the password as an access credential to the account and not disclose it to third parties. The user is not entitled to allow another person to use the account.

3.4.

The user is not entitled to use the account for purposes other than those specified in Article 1, Section 1.3 of these Terms.

3.5.

When using the account, the user must not engage in non-standard operations, in particular repeated purchases and cancellations of a larger number of tickets at the same time or operations that may temporarily block a certain seating capacity from further sale.

3.6.

If ARRIVA discovers a breach of Sections 3.4 or 3.5 of these Terms, ARRIVA shall send a notice to the user's e-mail address informing the user of the possibility of termination of the Agreement in the event of repeated breaches of the user's obligations. ARRIVA reserves the right to cancel the account in accordance with Article 11, Section 11.2.1 of these Terms and invalidate the user's e-mail address for further registration.

Article 4: LIABILITY OF ARRIVA

4.1.

ARRIVA shall not be liable for consequences associated with the user's breach of obligations pursuant to Article 3, Sections 3.2 or 3.3 of these Terms.

4.2.

ARRIVA shall not be liable for any loss arising from use of the account contrary to these Terms.

4.3.

ARRIVA shall not be liable for the speed and quality of data transfer and downloading.

Article 5: PASSWORD CHANGE AND RESET OF FORGOTTEN PASSWORD

5.1.

The password may be changed in the “My Account – Change Password” section.

5.2.

A forgotten password may be reset according to the instructions sent to the user by e-mail after clicking the “Forgotten Password” button and entering the login e-mail.

5.3.

If the user no longer has access to the e-mail account registered in the user account, the user may submit a written request to change the contact e-mail by post to the ARRIVA Customer Centre address: ARRIVA vlaky s.r.o., Pražská 59, 541 01 Trutnov – Horní Předměstí. The request must bear the officially certified signature of the user and contain the following information: name and surname, residential address and date of birth of the user, login e-mail, and the new contact e-mail address for delivery purposes.

Article 6: DELIVERY

6.1.

Unless the user specifies a different contact e-mail in the “My Account” section, communications shall be sent to the login e-mail provided during registration.

6.2.

ARRIVA shall not be responsible for delivery to the user’s e-mail address, the functionality of which is entirely within the user’s control.

Article 7: AVAILABILITY

7.1.

The account is accessible except during extraordinary outages and scheduled system maintenance interruptions.

7.2.

ARRIVA does not guarantee uninterrupted access to the online interface.

Article 8: CREDIT ACCOUNT

8.1.

The user may use a credit account within the user account. Use of the credit account service is not mandatory.

8.2.

The credit account may be recharged (including repeatedly) by cashless transfer of funds to ARRIVA's account or by crediting funds corresponding to the refund ticket value in the event of refund of unused tickets under the conditions stipulated by the ARRIVA e-shop contractual terms and conditions.

8.3.

The current balance of the credit account and transaction history are displayed in the "My Credit" section.

8.4. Recharging the credit account

8.4.1.

In the "My Credit" section, by selecting the "Recharge Credit" button, the user may recharge credits by cashless transfer of funds to ARRIVA's bank account through the PayU payment gateway using a payment card (credit card, debit card, Google Pay, Apple Pay) or instant bank transfer. Completed recharging of the credit account cannot be cancelled.

8.4.2.

Credits corresponding to the refund value of a returned unused ticket under the conditions stipulated by the carrier shall be credited to the credit account.

8.4.3.

The total balance on the user's credit account must not exceed CZK 200,000. This amount may only be exceeded by the crediting of funds resulting from a ticket refund.

8.5. Use of credits

8.5.1.

From the moment the credits are credited to the account, the user may use the credits to pay for purchases in the ARRIVA e-shop. The price of the purchased ticket shall automatically be deducted from the credit account.

8.5.2.

Credits in the credit account may only be used for purchases in the ARRIVA e-shop.

8.6. Withdrawal of funds from the credit account

8.6.1.

Withdrawal of funds corresponding to the balance of valid unused credits is possible only by cashless transfer to the user's account simultaneously with cancellation of the user account pursuant to Article 11, Section 11.1.1. of these Terms. Cash payment of credits is not possible.

8.7. Validity of credits

8.7.1.

Credits in the credit account remain valid for a period of 3 years from the date of the last transaction on the credit account (credit recharge/refund credit after ticket return/ticket purchase/ticket refund).

8.7.2.

On the day following expiry of the validity period, unused credits shall be cancelled without compensation unless ARRIVA receives, no later than the last day of the validity period, a request from the user for account cancellation and settlement of the credit account balance pursuant to Article 11, Section 11.1.1. of these Terms.

Article 9: PURCHASE AND REFUND OF TICKETS

9.1.

Purchase and refund of tickets are governed by the ARRIVA e-shop contractual terms and conditions.

9.2.

Unused tickets may be refunded under the conditions stipulated by the relevant contractual conditions of carriage and tariff conditions in the "My Journeys" section after selecting the ticket and clicking the "Cancel" button.

Article 10: TRANSACTION HISTORY

10.1.

The transaction history is available in the "My Journeys" section.

10.2.

On the ARRIVA e-shop website in the "My Journeys" section, tickets may be downloaded in PDF format to the user's device.

10.3.

In the mobile application, tickets may only be displayed.

Article 11: TERMINATION OF THE AGREEMENT AND SETTLEMENT OF THE CREDIT ACCOUNT BALANCE

11.1. Cancellation of the user account and credit account at the user's request

11.1.1.

The user may submit a request for account cancellation in the form of:

a) an electronic message sent from the user's e-mail address registered in the user profile to info@arriva.cz. The request must contain the following information: designation "request for cancellation of the user account and credit account", name and surname, residential address and date of birth of the user, login e-mail, mobile phone number entered in the user account profile (for identity verification purposes), and the bank account number for payment of funds in the event of a non-zero balance on the credit account;

or

b) in paper form with the officially certified signature of the user by post to: ARRIVA vlaky s.r.o., Pražská 59, 541 01 Trutnov – Horní Předměstí. The request must contain the following information: designation "request for cancellation of the user account and credit account", name and surname, residential address and date of birth of the user, login e-mail, and bank account number for payment of funds in the event of a non-zero balance on the credit account.

11.1.2.

On the day following expiry of the 30-day notice period from delivery of the request, the account shall be cancelled and funds corresponding to the balance of unused valid credits in the credit account shall be transferred by cashless transfer to the bank account specified by the user.

11.1.3.

Upon cancellation of the account, the account shall become inaccessible and the Agreement shall terminate.

11.2. Cancellation of the user account and credit account by ARRIVA

11.2.1.

ARRIVA may terminate the Agreement if the user breaches Article 3, Sections 3.4 or 3.5 of these Terms, after prior notice sent to the user's e-mail pursuant to Article 3, Section 3.6 at least 14 days before sending the termination notice. The account shall be cancelled on the day following expiry of the 3-day notice period from the date of sending the termination notice to the user's e-mail address. Within three years from cancellation of the account, the user may request payment of the remaining balance in the credit account by written request delivered to the ARRIVA Customer Centre address: ARRIVA vlaky s.r.o., Pražská 59, 541 01 Trutnov – Horní Předměstí. The request must bear the officially certified signature of the user and contain the following information: designation "request for payment of the credit account balance", name and surname, residential address and date of birth of the user, login e-mail, and bank account number. Funds corresponding to the balance of unused valid credits in the

credit account shall be transferred by cashless transfer to the bank account specified by the user within 30 days from delivery of the request.

11.2.2.

The user account and credit account shall automatically be cancelled on the day following expiry of 3 years from the date of the last transaction (ticket purchase/ticket refund/credit recharge/crediting of refund from a returned ticket to the credit account).

11.2.3.

Upon cancellation of the account, the account shall become inaccessible and the Agreement shall terminate.

11.3.

Cancellation of the user account does not affect the validity of unused tickets. Unused tickets purchased while logged into the account may, after cancellation of the account, be refunded in accordance with the ARRIVA e-shop contractual terms and conditions applicable to tickets purchased without logging into a user account, provided that in the case of refund of a ticket purchased using credits, the user shall also provide the bank account number for payment of the ticket refund.

Article 12: COMPLAINTS AND OTHER SUGGESTIONS OR QUESTIONS

12.1.

In the event of malfunction of the user account, failure to recharge the credit account, etc., the user may submit a complaint through the ARRIVA Customer Centre by telephone at +420 725 100 725 or by e-mail to info@arriva.cz, stating the user's details (name and surname, login e-mail, contact e-mail address, or telephone number) and the reasons for the complaint. Complaints must be submitted without undue delay from the moment the user discovered or could have discovered the defect with sufficient care. Rights arising from the transport contract cannot be exercised through complaints under these Terms. The complaint shall be resolved within a reasonable period, and in the case of a complaint concerning a credit account transaction no later than within 30 days. If the complaint is accepted, the defect shall be remedied. The user shall be informed of the resolution by e-mail.

12.2.

In the event of other suggestions or questions related to the user account and credit account, the user may contact the ARRIVA Customer Centre by telephone at +420 725 100 725 or by e-mail at info@arriva.cz.

Article 13: CONSUMER DISPUTE RESOLUTION

13.1.

In the event of a consumer dispute arising between ARRIVA and the user in connection with the user account and credit account which cannot be resolved by mutual agreement, the user may submit a

proposal for out-of-court settlement of such dispute to the designated consumer dispute resolution body, namely the Czech Trade Inspection Authority, Central Inspectorate, ADR Department, Gorazdova 1969/24, 120 00 Prague 2, e-mail: adr@coi.gov.cz, website: adr.coi.gov.cz.

Article 14: FINAL PROVISIONS

14.1.

These Terms are effective from 21 October 2025.

14.2.

ARRIVA is entitled to amend these Terms unilaterally. The user shall be informed of amendments to the Terms on the ARRIVA e-shop website shop.arriva.cz and in the user account. Amendments shall become effective no earlier than on the 31st day after publication of the new version of the Terms on the ARRIVA e-shop website shop.arriva.cz, unless a later effective date is specified. The user may reject the amendment to the Terms and terminate the Agreement in accordance with the account cancellation procedure pursuant to Article 11, Section 11.1.1. of these Terms. If the user does not terminate the Agreement no later than on the day preceding the specified effective date of the new version of the Terms, it shall be deemed that the user agrees with the amendment and the new version of the Terms shall become binding upon the user.