

GENERAL TERMS AND CONDITIONS

RAILSCANNER S.R.O.

1. DEFINITION OF TERMS

- 1.1. 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 business company registered under the business name 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 8, Světova 523/1, Prague 8 Libeň;
 - 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, which is subject of copyright protection and in relation to which the Company is the owner of all property rights; The Railvis App operated on the Railvis Website serves primarily as an on-line platform for the provision of the Service by the Company;
 - d) **"Service"** means primarily an information and intermediation service provided by the Company through the Railvis App to Users; The Service allows the User in the position of Lessee to access the aggregated on-line offer of leasable Railway Vehicles and to search for Railway Vehicles he intends to lease on the basis of corresponding information in the Railvis App, and on the other side allows the User in the position of the Lessor to make on-line offers of respective number of leasable Railway Vehicles visible in the Railvis App for the Lessees, whereas in case the Confirmed Booking between the Lessor and the Lessee takes place, an opportunity to enter into the Intermediated Lease Contract between the Lessor and the Lessee has been mediated by the Company. The Company does not in any case rent or lease the Railway Vehicles itself through the Service, nor does it operate as a transport or forwarding company;
 - e) **"Railway Vehicle"** means a railway 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 Lessor in the Railvis App to the Lessee for a lease and the properties and qualities of which are described based on corresponding information provided by the Lessor in the Railvis App; The Railway Vehicle must meet the conditions laid down by these GTC and applicable legislation for its operation and lease;
 - f) **"Contract"** is the relevant agreement between the Company and the User concluded through the Railvis App, which consists of the relevant parts of these GTC, where the specific rights and obligations arise from whether the User has entered into the Contract in accordance with these GTC with the intention to become the Lessor or the Lessee, whereas consequently in specific case the Contract may be represented by:
 - i. in the case of a relationship between the Company and the Lessor - an intermediation contract in the sense of Section 2445 et seq. of the Civil Code on intermediation of the opportunity to conclude the Intermediated Lease Contract and on conditions of use of the Railvis App, and/or
 - ii. in the case of a relationship between the Company and the Lessee - an unnamed contract in the sense of Section 1746 par. 2 of the Civil Code on the conditions of use of the Application and the Service;
 - g) **"GTC"** means these General Terms and Conditions which set mutual rights and obligations of the Company, the Lessee and the Lessor arising from use of the Service;

- h) **"Contracting Parties"** means the designation for the Company and the User, i.e. the Lessee or Lessor, as applicable, as the contracting parties concluding the Contract;
- i) **"User"** is a natural or legal person using the Service through the Railvis App as the Lessee and/or the Lessor; The User cannot be a consumer within the meaning of valid and effective legislation;
- j) **"Lessor"** is a User registered as a *"Merchant"* in the Railvis App with an interest in using the Railvis App for advertising its offers of leasable Railway Vehicles in order to find a Lessee of such Railway Vehicles and eventually, after Confirmed Booking, to enter into an Intermediated Leased Contract with the relevant Lessee;
- k) **"Lessee"** is a User registered as a *"Client"* in the Railvis App with an interest in using the Railvis App for searching through the aggregated offer of leasable Railway Vehicles according to criteria as entered into the Railvis App and eventually, after Confirmed Booking, to enter into an Intermediated Lease Contract with the relevant Lessor;
- l) **"Intermediated Lease Contract"** means an agreement on the lease of railway freight wagons and/or locomotives or another similar agreement enabling their temporary use by the Lessee, which might be eventually concluded between the Lessee and the Lessor as a result of arranging the opportunity for its conclusion by the Company as an intermediary contracted by the Lessor via the Contract for provision of the Service within the meaning of Sec. 2445 of the Civil Code; The Company is in no case contracting party to the Intermediated Lease Contract;
- m) **"Rent"** is the overall financial amount for the lease of relevant Railway Vehicles which is confirmed between the Lessor and the Lessee through the Confirmed Booking in the Railvis App; The amount of Rent represents the basis for calculation of the Remuneration to which the Company is entitled to for arranging the opportunity to conclude the Intermediated Lease Contract;
- n) **"Booking Process"** is the mechanism of Railvis App for establishing of the binding connection between the relevant Lessor's offer and the relevant Lessee's demand with regards to lease of Railway Vehicles; the Booking Process consists of the Booking and the Confirmed Booking which gives rise to the Remuneration for the Company; The Booking Process is closely described in the articles 7.7 and 7.8 of these GTC;
- o) **"Basic Lease Attributes"** mean conditions of lease of the Railway Vehicles which are set between the Lessor and the Lessee through the Booking; The Basic Lease Attributes are represented by (i) the amount of leased Railway Vehicles, (ii) type of leased Railway Vehicles, (iii) lease term and (iv) the Rent; The Basic Lease Attributes represent conditions which shall be implemented in the Intermediated Lease Contract between the Lessor and the Lessee;
- p) **"Civil Code"** means Act No. 89/2012 Coll., the Civil Code, as amended;
- q) **"Remuneration"** is a financial payment which, under the conditions of these GTC, the Lessor is obliged to pay to the Company on the grounds the Contract for arranging the opportunity to conclude an Intermediated Lease Contract in the sense of Section 2447 par. 2 of the Civil Code; The amount of Remuneration, to which the Company is entitled to, is calculated from the amount of Rent for all Railway Vehicles booked by the Lessee and which are subject to individual Confirmed Booking;
- 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

- 2.1. These GTC regulate in accordance with the provisions of Section 1751 of the Civil Code the procedure for concluding the relevant contract between the Company and the User and the mutual rights and obligations of the Contracting Parties arising from the Contract.
- 2.2. The provisions of the GTC are an integral part of the Contract. Any potential provisions in the Contract which contain a regulation of certain matters differently from these GTC take precedence over these GTC.
- 2.3. Only these GTC shall apply to the contractual relations arising from the Contract and the use of any other general terms and conditions is excluded.
- 2.4. The Contract and these GTC are drawn up in the English language. In the event of a discrepancy between the language versions of these GTC available on the Railvis Website, the English version shall prevail.
- 2.5. 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 Contract, including the GTC, takes precedence over any non-mandatory provisions of the Civil Code.
- 2.6. 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

- 3.1. The Company is a provider of the Service through the Railvis App which serves as an on-line platform for Users where an aggregated offer of Lessors' leasable Railway Vehicles is advertised, while the Lessees can book these Railway Vehicles under the conditions in these GTC.
- 3.2. After a successful Booking of the Railway Vehicle through the Railvis App under the conditions according to these GTC, the Lessor and the Lessee are allowed to conclude the Intermediated Lease Contract itself in order to realize the Booking.
- 3.3. When using the Service, data and information on Railway Vehicle leases 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.
- 3.4. The Company in no way acts as a participant or intervening party in the Intermediated Lease Contract when providing the Service, no rights or obligations arise for the Company from the Intermediated Lease Contract. The Company is not responsible for the fulfillment of obligations under the Intermediated Lease Contract or these GTC by the Lessee or the Lessor. The Company is also not responsible for the fact that the Intermediated Lease Contract will not eventually be concluded between the Users for any reason, even if the Confirmed Booking is successfully made through the Railvis App.
- 3.5. The Company does not provide or arrange the actual lease of the Railway Vehicles, nor does it provide, sell or provide transport, transportation or logistics services in its own name.

- 3.6. Users may use the Service exclusively on the basis of the terms of the Contract and only through the Railvis App.

4. USER REGISTRATION AND USE OF THE SERVICE

Registration and Contract conclusion

- 4.1. 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.
- 4.2. By the Registration of the User in the Railvis App, i.e. upon its successful completion and establishment of the User Account, a Contract 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.
- 4.3. The subject-matter of the Contract is the provision of the Service by the Company to the Lessee and/or the Lessor 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.
- 4.4. The Contract is thus concluded for an indefinite period.

Registration process

- 4.5. When proceeding the Registration, the User chooses whether it wants to be registered as a Lessee or Lessor. One User can be registered in the Railvis App as a Lessee and as a Lessor at the same time, but the Registration Process in the Railvis App is separate.
- 4.6. 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.
- 4.7. 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.
- 4.8. The information entered by the User within the Registration will be protected in accordance with legal regulations and the Information on Personal Data Protection.
- 4.9. The Company shall confirm to the User the successful completion of the Registration by sending a confirmation email.
- 4.10. Based on the Registration, a User Account is established for the User and thus the User becomes a Lessee or Lessor, depending on which registration process he has successfully completed. The User will log in to the User Account in the Railvis App by entering the Access Data.
- 4.11. 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 the Intermediated Lease Contract.
- 4.12. Within one User Account, the User may be registered both as a Lessee and as a Lessor. Within the Railvis App, it is possible to switch between the Lessee and the Lessor interface at any time.

Contract termination

- 4.13. The Contract 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.
- 4.14. The Contract may also be terminated by canceling the User Account, both by the Lessee and the Lessor, 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 Contract.

- 4.15. Both the Lessee and the Lessor 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 or logging out of the User Account does not cancel the User Account.
- 4.16. The Contract 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.
- 4.17. For the avoidance of doubt, it is stipulated that the eventual termination of the Contract or cancellation of the User Account does not terminate the obligations of the Lessor or Lessee that arose during the duration of the Contract 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 Contract which are clearly meant to persist even after its termination.

5. APPLICATIONS

5.1. License to use the Railvis App

Through the Contract the Company provides the User with a free non-exclusive territorially unlimited license to use the Railvis App for the duration of the Contract (the "**License**"). The Lessee and the Lessor 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.

Based on the License, it is possible 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.

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.

5.2. Communication in the Application

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 Lessee and the Lessor.

5.3. When using the Chat, the Lessee and the Lessor are obliged to refrain in particular from:

- i. any conduct which may show signs of illegality, in particular signs of crime;
- ii. dissemination of advertising or other marketing messages not related to Railway Vehicle lease through the Railvis App;
- iii. dissemination of objectionable content (i.e. in particular content grossly vulgar, racist, pornographic, harassing, obscene, etc.);
- iv. sending web links to other portals of a competitive nature in relation to the Service and the Company's business scope;
- v. any other harassing, immoral or other impermissible conduct;
- vi. efforts to arrange Railway Vehicle lease by any other means than through the Railvis App.

The Lessor acknowledges and agrees that in order to control compliance with the restrictions set out in this art. 5.3 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.

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.

For each violation of the restrictions specified in art. 5.3 of the GTC by the Users, the Company is entitled to impose a contractual penalty on the User up to EUR 500, even repeatedly, temporarily block the User Account or permanently delete it. In the event of deletion of the User Account, the User is not entitled to a refund of the fees already paid for its Membership.

5.4. Security of the Railvis App

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.

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.

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.

5.5. Access to the Railvis App

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.

Costs incurred in connection with the Internet connection shall be borne by the User.

5.6. Functions of the Railvis App

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

6. RAILVIS APP MEMBERSHIPS

6.1. Lessor's Membership Levels

The Railvis App offers the Lessor a total of 4 levels of Membership, i.e.: (i) Trial, (ii) Basic, (iii) Advanced and (iv) PREMIUM.

6.1.1. Trial Membership

After Registration and logging in to the User Account as the Lessor, 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.

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.

6.1.2. Basic Membership and Advanced Membership

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

6.1.3. PREMIUM Membership

PREMIUM Membership, the conditions of which depend on a separate agreement between the Lessor and the Company, can be arranged individually after contacting the Company according to the instructions in the "*Memberships*" section on the Railvis Website.

6.2. Lessee's Membership Levels

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

6.2.1. Trial Membership

After Registration and logging in to the User Account as a Lessee, 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.

6.2.2. Standard Membership

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.

6.3. Membership Fee

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.

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.

The current amount of the Membership fee is set out in the "*Memberships*" section of the Railvis Website.

6.4. Payment of Membership Fee

The Membership Fee in accordance with the conditions for specific Membership level is paid by the User based on the invoice issued by the Company in one of the following ways:

- i. by bank transfer to the Company's account in accordance with the terms on the Railvis Website;
- ii. cashless payment card through a secure internet payment gateway on the Railvis Website, if available;
- iii. otherwise according to the current offer on the Railvis Website.

6.5. Automatic Membership Renewal

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. If the User does not wish to automatically renew the Membership, he must contact the Company and inform it in writing at least one (1) month before the termination of the Membership's validity period.

6.6. Termination of Membership

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. LEASE INTERMEDIATION

7.1. The Company allows the Users to share the substantial information regarding the lease of Railway Vehicles by providing the Service via on-line platform operated by the Railvis App.

7.2. Through the Railvis App Lessees may access the offers of Railway Vehicles lease including certain information regarding the Railway Vehicles and possibilities of their use, based on which Lessees may decide whether they will make a Booking for such Railway Vehicles and subsequently enter into a Intermediated Lease Contract with the Lessor.

7.3. The Railvis App displays all currently effective Lessors' offers for the lease of Railway Vehicles. The Lessor may place the offer in the Railvis App 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 Lessor's Membership. An 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.

7.4. **Visibility of Offers**

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

7.5. **Anonymity**

As part of the Railway Vehicles lease offers, some data on the identity of the Lessor and / or the Lessee 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 latest after the Confirmed Booking. The conditions for data anonymity may vary within different levels of the Membership.

7.6. **Fixed price / Auction**

Lessor's lease offers may differ in whether they are entered into the Railvis App with a fixed rent price for individual Railway Vehicle (hereinafter referred to as the "**Fixed Price**"), or whether the rental price of individual Rental Vehicle is not determined by the Lessor at all or is set only as a minimum rental price, whereas the Lessees may, in the form of an on-line auction, propose such price themselves and the Lessor may then choose the most advantageous proposal for him (hereinafter referred to as the "**Auction**").

Booking Process

7.7. **Booking of Fixed Price Offer**

Based on the information about the leasable Railway Vehicles published in the "*Offers*" section of the Railvis App, the Lessee may select specific Railway Vehicles that he intends to lease from the Lessor.

In the event that a specific offer for leasing a Railway Vehicle is determined as a Fixed Price, i.e. the price for leasing of individual Railway Vehicle is determined as fixed by the Lessor, the procedure of its Booking is as follows:

- i. The Lessee fills in all data required by the Railvis App necessary for making a booking of selected Railway Vehicles and executes the booking by clicking according to the instructions as provided by the Railvis App. The Lessee acknowledges that the booking becomes binding for him from this moment and that he consents with the Basic Lease Attributes (the "**Booking**").
- ii. Right after the Booking, the Lessee and the Lessor are informed about the Booking by the notification in the Railvis App.
- iii. The Lessor is entitled to accept or reject the Booking within the period determined according to the level of Membership, but not more than 7 calendar days from the moment of sending the notification on the Booking (the "**Period for Rejecting the Booking**"). Within the Period for Rejecting the Booking all identification and contact details of the Lessee remain inaccessible for the Lessor.

- iv. In the event that the Lessor does not reject the Booking in the Period for Rejecting the Booking or the Booking is accepted by the Lessor, the Booking is considered as confirmed (the “**Confirmed Booking**”).
- v. Upon the Confirmed Booking, the Company becomes entitled to a Remuneration against the Lessor in compliance with and in accordance to the Contract’s conditions.
- vi. Upon the Confirmed Booking, the respective Railway Vehicles become booked in the Railvis App according to the Basic Lease Attributes and such Railway Vehicles cannot be booked for the same period by another Lessee.
- vii. Upon the Confirmed Booking, it is at the Lessor’s and the Lessee’s discretion when and how the Intermediated Lease Contract is concluded between them.

7.8. Booking of Auction Offer

In the event that a specific offer for leasing a Railway Vehicle is determined as an offer with Auction, i.e. the price for lease of the Railway Vehicle is determined only as a minimum or is not determined at all, the procedure of its Booking is as follows:

- i. In addition to the data required by the Railvis App necessary for making the booking of selected Railway Vehicles, the Lessee shall also fill in his bid of rental price, which will represent his bid within the Auction. By the respective click in the Railvis App, the Booking (see art. 7.7 i.) is made and the Lessee acknowledges that the booking becomes binding for him from this moment and that he consents with the Basic Lease Attributes.
- ii. The Lessor, within the Period for Rejecting the Booking, but not more than 7 calendar days from the receipt of the first price bid of any Lessee in the Auction, may choose from the received price bids the one that he considers most advantageous or may not select any.
- iii. Selection and subsequent confirmation of the respective price bid within the Auction by the Lessor is considered as the Confirmed Booking (see art. 7.7 iv.). The Lessee is notified on this via the Railvis App.
- iv. Upon the Confirmed Booking, the Company becomes entitled to a Remuneration against the Lessor in compliance with and in accordance to the Contract’s conditions.
- v. Upon the Confirmed Booking, it is at the Lessor’s and the Lessee’s discretion when and how the Intermediated Lease Contract is concluded between them.

7.9. Communication of Users via Chat

Prior to the moment of the Confirmed Booking, the Lessee may communicate with the Lessor in matters related to the rental of Railway Vehicles exclusively via the Chat, which is one of the functions of the Railvis App. After the Confirmed Booking has been made, the Lessor must be provided with contact details about the Lessee and vice versa.

7.10. Entitlement to Remuneration

The moment of making the Confirmed Booking via the Railvis App shall be considered by the Lessor as an arrangement of an opportunity to enter into the Intermediated Lease Contract and the Company shall therefore become entitled to the Remuneration against the Lessor, regardless of whether the Intermediated Lease Contract was subsequently entered into, concluded under other conditions or subsequently canceled by the Lessor or the Lessee, without the actual execution of the lease of the Railway Vehicles, even if only partially or not at all.

The amount of the Remuneration depends on the relevant level of the Lessor’s Membership and its conditions.

The Remuneration is in no way dependent on the fulfillment of the Lessee’s or Lessor’s obligations under the Intermediated Lease Contract.

7.11. Cancellation of the Confirmed Booking by the Lessor

The Lessor has the right to cancel the Confirmed Booking within the period of 48 hours counting from the moment the Confirmed Booking occurs only on the grounds of significant reasons consisting primarily of justifiable mistake of the Lessor or reasons related to the identity of the Lessee and his payment behavior or improper manner of the Railway Vehicles usage, which have been experienced by the Lessor in the past.

Whether the reason for cancelling the Confirmed Booking can be considered as significant is assessed by the Company which must be notified on this without undue delay along with cancellation of the Confirmed Booking while the reasons for the cancellation must be always duly stated in order to enable the Company their assessment.

Should the Company consider the reasons for cancelling the Confirmed Booking as significant, the Company is not entitled to the Remuneration and the Confirmed Booking is thus cancelled by the Company in the Railvis App. The Lessee is notified on cancelling the Confirmed Booking without undue delay.

7.12. Failure to conclude the Intermediate Lease Contract by the Lessee

Should the Lessee upon the Confirmed Booking fail to conclude the Intermediate Lease Contract which corresponds to the Basic Lease Attributes despite the fact that the Lessee has been repeatedly called upon to do so by the Lessor which is subsequently proved by the Lessor to the Company, the Company may impose a contractual penalty on the Lessee for breaching of the Contract in the amount corresponding to the amount of Remuneration to which the Company became entitled due to the Confirmed Booking.

In this case of the Lessee's breach of the Contract, the Company shall not be entitled to the Remuneration by the Lessor and the Company shall not require its payment or the Remuneration shall be refunded if it was already paid by the Lessor.

For application of this art. 7.12 the draft of the Intermediated Lease Contract to be concluded by the Lessee must correspond to the Basic Lease Attributes, whereas the draft of the Intermediated Lease Contract shall not try to implement such contractual provisions which are unusual in similar business relations or are grossly disadvantageous for the Lessee.

The Company is not responsible to the Lessee if an imbalanced or otherwise disadvantageous Intermediated Lease Contract is concluded by the Lessee and the Lessor. After conclusion of the Intermediated Lease Contract, the mutual contractual relationship between the Lessor and the Lessee is governed solely by rights and obligations therein.

8. RIGHTS AND OBLIGATIONS OF THE LESSOR AND THE LESSEE

8.1. Lessor's declarations

- 8.1.1. The Lessor declares that he considers all the relevant data and information entered by him into the Railvis App to be a statement of every matter that is decisive for him for the conclusion of the Intermediated Lease Contract in the sense of the provisions of Section 2446 of the Civil Code.
- 8.1.2. The Lessor declares that he is aware of the role of the Company only as an intermediary for providing an opportunity to conclude an Intermediated Lease Contract.
- 8.1.3. The Lessor declares that he is entitled to dispose with the Railway Vehicles of which he is the owner, or on the basis of other agreements with third parties he is entitled to transfer and provide this right of use to the Lessee in accordance with the lease offer entered in the Railvis App.
- 8.1.4. The Lessor 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 Lessee according to the specific lease offer in the Railvis App.

- 8.1.5. The Lessor 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, and its operation does not in itself jeopardize the safe operation of the track and rail transport.
- 8.1.6. The Lessor declares that he is acquainted with the General Contract for the Use of Trucks, promulgated in accordance with COTIF 1999 (hereinafter referred to as “GCU”), and that he undertakes to conduct all actions related to the use of Vehicles in accordance with the GCU.
- 8.1.7. The Lessor 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.

8.2. Lessor’s Rights and Obligations

- 8.2.1. The Lessor undertakes to use the Service and the Railvis App only for the purpose of on-line advertisement of the leasable Railway Vehicles and subsequently for finding of the suitable Lessee through the Railvis App. The Lessor may not use the Railvis App for purposes other than those for which the Service is intended.
- 8.2.2. When using the Service, the Lessor 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.
- 8.2.3. The Lessor is obliged to keep his lease offers of Railway Vehicles 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. The Lessor is also obliged to notify of this the Lessees, who are in communication with the Lessor through the Chat with respect to the relevant lease offer.
- 8.2.4. The Lessor may not negotiate or agree with the Lessees, who respond to his lease offer in the Railvis App, on the lease of the Railway Vehicles without completing the Booking first. If the Company finds out that the Lessor has arranged a lease with the Lessee who learned about the lease offer through the Railvis App without making a Booking first, the Company has the right to demand from the Lessor the payment of the Remuneration that would normally be due to him if the proper Booking was made in accordance with these GTC.
- 8.2.5. The Lessor is prohibited from providing or making the Service available to third parties. The Lessor 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 Lessor 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 Lessor is obliged to notify the Company immediately, which will change the Access Data correspondingly.
- 8.2.6. The Lessor acknowledges that in addition to the provisions contained in these GTC, the Contract and the Intermediate Lease Contract, he is also obliged to comply with the obligations stipulated by the relevant applicable legislation.

8.3. Lessee’s Rights and Obligations

- 8.3.1. The Lessee undertakes to use the Service and the Railvis App only for the purpose of finding the suitable Railway Vehicles for lease and subsequently booking them. The Lessee may not use the Railvis App for purposes other than those for which the Service is used.

- 8.3.2. When using the Service, the Lessee 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.
- 8.3.3. The Lessee is prohibited from providing or making the Service available to third parties. The Lessee 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 Lessee 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 Lessee is obliged to notify the Company immediately, which will change the Access Data correspondingly.
- 8.3.4. The Lessee acknowledges that in addition to the provisions contained in these GTC, the Contract and the Intermediate Lease Contract, he is also obliged to comply with the obligations stipulated by the relevant applicable legislation.

8.4. Truthfulness and Completeness of Provided Data

The Lessee and the Lessor 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 a Lessee or Lessor. If the Lessee's or Lessor's personal data changes or is inaccurate, the Lessee and/or Lessor 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. RAILSCANNER REMUNERATION, RIGHTS AND OBLIGATIONS

Remuneration

- 9.1. The Lessor acknowledges and agrees that for the intermediary activity of the Company under the Contract within the provision of the Service, i.e. for each provision of the opportunity to conclude the Intermediated Lease Contract through the Railvis App in the form of Confirmed Booking, the Lessor is obliged to pay the Company the Remuneration.
- 9.2. The Company is entitled to the Remuneration at the time the Confirmed Booking is made. For the avoidance of doubt, it is stated that the Remuneration is always due to the Company, regardless of the possible conclusion, termination, change or fulfillment of the Intermediated Lease Contract, with the exception of art. 7.12 herein.
- 9.3. The Remuneration includes all costs of the Company related to its intermediary activity under the Contract with the purpose to arrange the opportunity to conclude Intermediated Lease Contract.

Maturity of Remuneration

- 9.4. The Company is entitled to charge the Remuneration according to the conditions of the relevant level of the Lessor's Membership, and the Remuneration is payable within the period specified as "*Invoice maturity*" within the "*Memberships*" section on the Railvis Website. The maturity date is calculated from the date the respective invoice is issued to the Lessor.

Payment of Remuneration

- 9.5. The Remuneration is paid by the User in one of the following ways:
- i. by bank transfer to the Company's account in accordance with the terms of the Railvis Website;
 - ii. cashless payment card through a secure internet payment gateway on the Railvis Website, if available;
 - iii. otherwise according to the current offer on the Railvis Website.

Company's Rights and Obligations

- 9.6. The Company is entitled to require the Lessee 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.
- 9.7. 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 Lessee or Landlord 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.
- 9.8. 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.
- 9.9. 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 Lessees/Lessors of such changed Access Data (Username and Password) without undue delay.
- 9.10. The Company may also cancel the User Account if the User has not used it for more than six (6) months.
- 9.11. 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.
- 9.12. The Company is entitled to delete any statement or contribution of the User anywhere in the Railvis App that would be in conflict with legal regulations, these GTC or good morals.

10. LIMITATION AND DISCLAIMER OF RAILSCANNER

10.1. Limitations

While using the Service via the Railvis App the Users must not do the following:

- 10.1.1. remove any copyright, trademark or intellectual property information from any part of the Service or Railvis App;
- 10.1.2. use mechanisms, software or other procedures that could negatively affect the operation of the Railvis App;
- 10.1.3. 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;
- 10.1.4. misuse, block, modify or otherwise alter any part of the Service or the Railvis App, except as permitted by applicable legislation;
- 10.1.5. refer to or mirror any part of the Service or Railvis App;
- 10.1.6. 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;
- 10.1.7. 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.

10.2. Monitoring of the Railvis App

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.

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.

10.3. Security of the Railvis App

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.

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.

10.4. Limitation of Company's Responsibility

The Company is primarily not responsible for:

- 10.4.1. 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;
- 10.4.2. the correctness, truthfulness or completeness of the information provided by the Lessor or the Lessee 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;
- 10.4.3. 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;
- 10.4.4. damage that arises from the Lessor and/or the Lessee entering incorrect, false or incomplete data into the Railvis App within the Registration or at any time later;
- 10.4.5. damage that has arisen as a result of a breach of contractual and/or legal obligations by the Lessee or the Lessor, or for damage that will occur if the Railway Vehicle is used in violation of applicable legislation and/or the conditions for its use;
- 10.4.6. conclusion, termination, breach, fulfillment of the Intermediated Lease Contract between the Lessee and the Lessor;
- 10.4.7. 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.;
- 10.4.8. damage caused by force majeure, such as natural disasters, natural events, war or terrorist events, the effects of physical phenomena or service failures caused by power outages;
- 10.4.9. 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

- 11.1. 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

12.1. Amicable Settlement of Disputes

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

12.2. Jurisdiction of the Court

If the Lessor and the Lessee and/or the Company do not reach a solution according to the previous article within thirty (30) days, the Contractual Parties agree on the jurisdiction of the Arbitration Court at the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic.

12.3. Role of the Company

Any disputes arising between the Lessor and the Lessee 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, both the Lessee and the Lessor agree that it is possible to use all data stored in the Railvis App to resolve any mutual disputes.

12.4. Applicable law

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