

GENERAL TERMS AND CONDITIONS AND TERMS OF USE OF THE RAILMARKET WEBSITE

1. PRELIMINARY PROVISIONS

- 1.1. These GTC govern mutual rights and obligations of the Company, Visitor and the User when using the Railmarket Website. The Visitor and the User are entitled to use the Railmarket Website exclusively on the basis of and in accordance with these GTC. The Visitor agrees to these GTC by accessing the Railmarket Website or using any information on the Railmarket Website and, simultaneously, acknowledges the Information on Personal Data Protection.

2. DEFINITION OF TERMS

- 2.1. Unless expressly stated otherwise, 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) "**Railmarket Website**" is a website owned and operated by the Company and available at domain URL address www.railmarket.com; Railmarket Website primarily serves as an on-line platform for i) communication and searching of publicly available information on business entities operating in the areas connected with railway transport of goods (such as repair shops, sales shops and manufacturers of spare parts, manufacturers of railway vehicles etc.); and ii) presentation of the Commercial Presentations of the Users;
 - c) "**Agreement on Promotion**" means respective agreement between the Company and the User concluded through the Railmarket Website in compliance with article 5.1 of the GTC;
 - d) "**GTC**" means these General Terms and Conditions and Terms of Use of the Railmarket Website;
 - e) "**Contracting Parties**" means the designation for the Company and the User, as the contracting parties concluding the Agreement on Promotion;
 - f) "**User**" means an individual entrepreneur or a legal person that concluded the Agreement on Promotion with the Company on the basis of the Registration; the User cannot be a consumer within the meaning of valid and effective legislation;
 - g) "**Commercial Presentation**" means a commercial presentation of the User published by the Company on the Railmarket Website. Extent and format of the Commercial Presentation of the User depends on the level of the Membership of the User and possibilities and current offers of presentation formats with respect to the Railmarket Website; format and content of the Commercial is further specified in article 4.2 of these GTC;
 - h) "**Civil Code**" means Act No. 89/2012 Coll., the Civil Code, as amended;
 - i) "**Membership Fee**" means a monetary payment that is the User obliged to provide under these GTC to the Company based on the respective Membership Fee provided that the amount of the Membership Fee depends on the level of the Membership of the User; amount of the Membership Fee and its due terms are further specified in article 6.2 of these GTC;
 - j) "**Access Data**" means a unique login name and associated password entered by the User into the Railmarket Website during the Registration;

- k) **"Registration"** is the electronic registration of the User within the Railmarket Website, under the conditions specified in article 4 of these GTC;
- l) **"User Account"** is a part of the Railmarket Website, which is established for each individual User via Registration and made available on the Railmarket Website after entering the Access Data and meeting other conditions according to these GTC;
- m) **"Membership"** is a summary of functions available for the User within the Railmarket Website depending on level of the Membership such User chooses; the individual levels of the Memberships are described in more detail in article 6 of the GTC and further in the *"Memberships"* section within the Railmarket Website;
- n) **"Information on Personal Data Protection"** is a document containing all information concerning the processing of personal data by the Company available on the Railmarket Website in the *"Privacy Policy"* section;
- o) **"Visitor"** means any person that uses the Railmarket Website and is not the User. The Visitor agrees with these GTC by accessing the Railmarket Website or by using any information on this website.

3. GENERAL TERMS OF USE OF THE RAILMARKET WEBSITE

- 3.1. The Company reserves the rights to all content of the Railmarket Website, in particular text, graphics, website design, files, links, technical sketches, website systematization and other information contained on the Railmarket Website.
- 3.2. Some of the information published on the Railmarket Website is taken over by the Company from other sources which is considered by the Company to be trustworthy. Nevertheless, the Company is in no way responsible for correctness and accuracy of published information. All information published on the Railmarket Website is for informational purposes only.
- 3.3. The Visitor and the User (each separately) undertakes to follow valid legal regulations when using the Railmarket Website, to act in accordance with good manners, rules of fair trade, not to damage the good name and rights of the Company and other Visitors and Users.
- 3.4. It is forbidden to interfere in any way with the technical arrangements or content of the Railmarket Website without the prior written consent of the Company. In particular, it is not permitted to remove any information regarding author's rights, copyright, trademark from any part of the Railmarket Website, use mechanisms, software or other processes that could adversely affect the operation of the Railmarket Website, misuse, block, modify or otherwise change any part of the Railmarket Website, invoke or run any programs or scripts designed to disable any part of the Railmarket Website, index the Railmarket Website, explore or otherwise extract data from the Railmarket Website, or improperly load or obstruct the Railmarket Website or the functionality of any aspect of the Railmarket Website; unless otherwise agreed between the User and the Company, only the Company is entitled to make changes, deletions or additions to any part of the Railmarket Website.
- 3.5. The Company is entitled to check compliance with the rules of use of the Railmarket Website set out in these GTC and valid and effective legal regulations and to enforce them using available means. The Company is entitled to use technical means to monitor the Railmarket Website in order to ensure its security and respond to possible cyber attacks, computer viruses, etc.
- 3.6. The Company is entitled to restrict or suspend access to the Railmarket Website, in particular for reasons of maintenance or repair of the equipment, the Railmarket Website or other software or hardware that is necessary for the proper operation of the Railmarket Website.
- 3.7. The Company does not guarantee uninterrupted access to the Railmarket Website and all its functions, nor the safety and security of the Railmarket Website and all its functions. The Company

is not liable for any damage or loss caused to the Visitor and / or the User while using the Railmarket Website.

4. USE OF THE RAILMARKET WEBSITE BY THE USER

- 4.1. By the Railmarket Website, the Company offers the Users the opportunity to online promote the business of the Users in areas related to railway transport through the Commercial Presentation.
- 4.2. The Company has created two Commercial Presentation templates within the Railmarket Website, differing in the scope of graphic and textual information, while the individual templates are accessible to Users depending on the level of the Membership of the given User (Premium or Enterprise). The process of making of the Commercial Presentation is done in such a way that the User provides the Company with text and image materials to the extent and in formats specified for the relevant template on the Railmarket Website and the Company then makes on the basis of these materials within the framework of respective template the Commercial Presentation of the User, eventually enables the User to amend chosen aspects of the Commercial Presentation in its own discretion. Prior publication of the Commercial Presentation of the User on the Railmarket Website, the Company sends the Commercial Presentation to the User for approval - if the User does not express its opinion within 5 working days, the Commercial Presentation is considered approved and the Company is entitled to publish it on the Railmarket Website in the form as sent to the User for approval.
- 4.3. Although the Company exercises reasonable care and ability while making the Commercial Presentation, the Company does not verify and therefore cannot guarantee to the Users that all information received from the User within the course of preparation of the Commercial Presentation is accurate, complete and correct.
- 4.4. The User is fully responsible for the content that it hands over to the Company for the purposes of making the Commercial Presentation. The User is primarily responsible for the fact that the textual and graphic content handed over by it to the Company for the purposes of making the Commercial Presentation, in particular:
 - i. does not infringe any rights of third parties (including copyrights, performer's rights, trademark rights, etc.);
 - ii. does not show any signs of illegality, in particular signs of crime; and
 - iii. does not contain harmful content (i.e. especially content that is grossly vulgar, racist, pornographic, harassing, intrusive, obscene, etc.)
- 4.5. The User acknowledges and agrees that in order to control compliance with the restrictions set out in article 4.4 of these GTC, the Company is entitled to monitor the Commercial Presentation in an appropriate and proportionate manner and in case of any violation or reasonable doubt is detected, the Company entitled to modify the relevant content of the Commercial Presentation, remove, or make the Commercial Presentation completely inaccessible.
- 4.6. The User acknowledges that the Railmarket Website and the User Account may not be available all the time, especially with respect to the necessary maintenance of the Company's hardware and software, resp. necessary maintenance of third party's hardware and software, eventually as a result of force majeure.
- 4.7. Individual functions available to the User on the Railmarket Website may differ depending on the selected Membership.

5. REGISTRATION OF THE USER AND TERMINATION OF THE AGREEMENT ON PROMOTION

Registration and conclusion of the Agreement on Promotion

- 5.1. To create the Commercial Presentation, an applicant must first register on the Railmarket Website and establish the User Account.

- 5.2. By registration of an applicant on the Railmarket Website, respectively by its successful completion and establishment of the User Account, the Agreement on Promotion is concluded between respective applicant and the Company and such applicant becomes the User. By registration on the Railmarket Website, the User also grants its consent to these GTC and acknowledges the Information on Personal Data Protection.
- 5.3. Subject of the Agreement on Promotion is to make the Commercial Presentation of the User by the Company in the form and content depending on the User's Membership, promotion of the User on the Railmarket Website through the Commercial Presentation and granting a license to use the Railmarket Website, or other rights and obligations set out in these GTC applicable on the respective case.
- 5.4. The Agreement on Promotion is concluded for an indefinite period of time.

Process of Registration

- 5.5. Registration consists of entering the data required by the Company via the Railmarket Website, sending them to the Company and confirming the User's Registration by the Company. It is not possible to complete the Registration without entering the data marked as mandatory by the Railmarket Website.
- 5.6. During the Registration, the User is obliged to state all required data correctly and truthfully. If the data stated in the User Account changes, the User is obliged to update this data immediately. The data and information provided in the User Account is considered correct and true.
- 5.7. The information entered by the User within the Registration will be protected in accordance with legal regulations and the Information on Personal Data Protection.
- 5.8. The Company shall confirm to the User the successful completion of the Registration by sending a confirmation email.
- 5.9. Based on the Registration, the User Account is established for the User. The User shall log into the User Account on the Railmarket Website by entering the Access Data.
- 5.10. The Company reserves the right not to establish the 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 the User Account for such User who has already established the User Account in the past but has violated the obligations arising from these GTC and/or the Agreement on Promotion.

Termination of the Agreement on Promotion

- 5.11. The Agreement on Promotion 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.
- 5.12. The Agreement on Promotion may also be terminated by cancelling the User Account, both by the User and the Company. Cancellation of the User Account will result in disabling the Commercial Presentation of the User on the Railmarket Website. Cancellation of the User Account has the same effects as termination of the Agreement on Promotion.
- 5.13. The User is entitled to cancel the User Account at any time for any reason or without it, and only through an e-mail listed on the Railmarket Website. Logging out of the User Account does not cancel the User Account.
- 5.14. The Agreement on Promotion cannot be terminated by the User and the User Account cannot be cancelled by the User within the duration of any outstanding obligations of the User towards the Company.
- 5.15. For the avoidance of doubt, it is stipulated that the eventual termination of the Agreement on Promotion or cancellation of the User Account does not terminate the obligations of the User that arose during the duration of the Agreement on Promotion 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 on Promotion which are clearly meant to persist even after its termination.

License to use the Railmarket Website

5.16. The Company hereby provides the User with a free non-exclusive territorially unlimited license to use the Railmarket Website for the duration of the Agreement on Promotion (the “**License**”). The User acknowledges that legal regulations in countries outside of the Czech Republic may not allow the use of the Railmarket Website. The Company reserves the right to unilaterally change the territorial scope of the License.

Based on the License (to the extent of respective Membership), it is possible to use the Railmarket Website for the Users’ own needs and to amend the Commercial Presentation 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 Railmarket Website to third parties or to assign or otherwise transfer the License to a third party, nor is it entitled to interfere in any way with the Railmarket Website and its source code. Other restrictions are listed below in these GTC.

The Company reserves right to restrict or cancel access of the User to functions of the Railmarket Website anytime.

6. LEVELS OF THE RAILMARKET MEMBERSHIP

6.1. Levels of Membership

The Railmarket Website offers the User a total of 2 levels of Membership, i.e. (i) Premium; and (ii) Enterprise. Through the Railmarket Website, the User may chose the Membership in its own discretion within the course of the Registration.

6.1.1. Premium Membership

The Premium Membership allows the User to order the Company to make the Commercial Presentation and its subsequent publication on the Railmarket Website in the scope described in detail at www.railmarket.com.

6.1.2. Enterprise Membership

The Enterprise Membership allows the User to order to the Company to make the Commercial Presentation and its subsequent publication on the Railmarket Website in the scope described in detail at www.railmarket.com.

6.2. Membership Fee

All charged levels of Membership 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.

Current amount of the Membership Fee is set out on the Railmarket Website, i.e. at www.railmarket.com.

6.3. Payment of the 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 by bank transfer to the Company's account in accordance with the terms on the Railmarket Website.

6.4. Automatic Membership Renewal

The User acknowledges and agrees that any charged level of the User's Membership 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, the User must contact the Company through the Railmarket Website and inform it in writing at least one (1) month before the termination of the Membership's validity period.

6.5. Termination of the Membership

The Membership of the User is terminated by termination of the Agreement on Promotion in compliance with these GTC above. In the case of termination of the Membership, the User acknowledges that the Company shall further publish basic data of the User on the Railmarket Website to the same or a similar extent as for other persons who have not agreed on the Membership.

7. RIGHTS AND OBLIGATIONS OF THE USER

- 7.1.** The User declares that all data, copyrights or other intellectual property rights and information handed over by the User to the Company for the purpose of making the Commercial Presentation does not interfere with rights of third persons and the User is entitled to provide these to the Company for respective purpose.
- 7.2.** The User hereby authorizes the Company to use the data, copyrights and other intellectual property rights handed over by the User to the Company for the purpose of making the Commercial Presentation and its placement on the Railmarket Website, even in their amended form, and, at the same time, the User declares that it is entitled to grant such authorization to the Company.
- 7.3.** The User undertakes to use the Railmarket Website only for the purpose of on-line presentation of the User in the form of the Commercial Presentation and searching business entities operating in the area of the railway transportation and connected areas. The User must not use the Railmarket Website for other purposes.
- 7.4.** The User must not provide incorrect, incomplete or untrue information nor use the Railmarket Website in the matter that harms rights or legitimate interests of the Company.
- 7.5.** The User is obliged to keep its data published in the Commercial Presentation and related information on the Railmarket Website up-to-date. If any of its data is not accurate, the User is obliged to notify the Company immediately and provide it with up-dated data so the Company may adjust or delete the Commercial Presentation.
- 7.6.** The User is prohibited from providing the Access Data to third persons or any other access to the User Account and is obliged to take all reasonable measures to keep it confidential. The User 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 the access data, the User is obliged to immediately notify the Company, which will change the Access Data correspondingly.

8. RIGHTS AND OBLIGATIONS OF THE COMPANY

- 8.1. The Company is entitled to require the User to submit documents in order to verify the fulfilment of the conditions under the GTC, especially if there are reasonable doubts that the conditions are not met. The Company is entitled not to publish the Commercial Presentation on the Railmarket Website until the successful verification of the fulfilment of the conditions under the GTC.
- 8.2. The Company reserves the right to restrict or completely disable the User's Commercial Presentation, even without prior notice or cancellation of the User Account, especially if it suspects possible illegal actions of the User or violation of these GTC, up to until the defective condition is demonstrably removed by the User.
- 8.3. The Company is entitled to change the Access Data to the User Account (especially the username and password) for an urgent technical or security reason even without the consent of the User. The Company will notify the User of such changed Access Data (username and password) without undue delay.
- 8.4. The Company may also cancel the User Account if the User has not used it for more than one (1) year and if there is no valid paid Membership at that time.
- 8.5. The Company is entitled to recovery from the User 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.
- 8.6. The Users acknowledge that when using the Railmarket Website or other online services, certain applications through which third parties may gain access to the User's device or the User Accounts exist or may exist. The Company shall not be liable for any damages resulting from or otherwise related to such third party access to the equipment of the User or User Accounts. Only Users are responsible for adequately securing their device from unauthorized attacks while using the Railmarket Website

9. LIMITATION OF THE COMPANY'S RESPONSIBILITY

9.1. Limitation of the Company's Responsibility

The Company is primarily not responsible for:

- 9.1.1. obtaining the User's access to the data network or equipment required for the use of the Railmarket Website, for suitable hardware and software, for the functionality of the Railmarket Website on hardware or within the Users' software;
- 9.1.2. correctness, truthfulness or completeness of the information provided by the User through the Railmarket Website or entered into the Railmarket Website by them;
- 9.1.3. damages caused as a result of data loss on the Railmarket Website or unauthorised access to User's data at its User Account;
- 9.1.4. damage that arises from the User entering incorrect, false or incomplete data into the Railmarket Website within the Registration or at any time later;
- 9.1.5. 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 Railmarket Website is used in violation of applicable legislation and/or the conditions for its use;
- 9.1.6. services provided by third parties affecting the operation of the Railmarket Website, e.g. Internet connection, for their quality, quantity or any consequences, or for the rights and obligations related to these services, etc;
- 9.1.7. damage caused by force majeure as defined by applicable law;
- 9.1.8. damage caused by using the Railmarket Website 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 Railmarket Website is intended, or with settings other than those required by the Railmarket Website.

10. PROTECTION OF PERSONAL DATA

- 10.1. Procedures for collection and use of personal data are governed by the Company's privacy policy described in the Information of Personal Data Protection that was made known to the Users during the Registration.

11. FINAL PROVISIONS

- 11.1. All disputes between the parties arising out of or in connection with the Agreement on Promotion shall be settled by the parties primarily by mutual agreement and without undue delay.
- 11.2. If the Visitor and User 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.
- 11.3. These GTC, Agreement on Promotion as well as all related relations are governed by the Czech law, and primarily by the Civil Code. In the case of any discrepancies, the Agreement on Promotion including the GTC shall take precedence over dispositive provisions of the Civil Code.
- 11.4. These GTC and the Agreement on Promotion are executed in Czech and English language. In the case of discrepancies between language versions of these GTC and the Agreement on Promotion, version of such language that was used while using the Railmarket Website by the Visitor or while concluding the Agreement on Promotion by the User shall prevail.
- 11.5. These GTC may be amended unilaterally by the Company. These amendments become effective at the moment of publication of these amended GTC on the Railmarket Website. By accessing the Railmarket Website or its use after publication of the amended GTC both the Visitor and the User agrees with the amended GTC.

