



These terms and conditions describe in detail the rights and duties arising from the electronic signature contract – company certificate. Please read this document thoroughly. We shall gladly answer any of your questions.

### Article 1. Terms of the Use of the Company Certificate

- 1.1 The Company Certificate may only be used by you or, as the case may be, a natural person whom you have authorised and to whom you have handed over the Company Certificate. The Company Certificate is used for data downloading only and cannot be used for signing active operations or sending data to the Bank.
- 1.2 You shall pay a fee per the Tariff of Fees for the issue of a Certificate and related services.
- 1.3 The Contract under which we shall issue the Certificate shall be governed by the law of the Czech Republic, in particular by the Civil Code<sup>1</sup> starting from its effective date, even in case of Contracts entered into before that date. However, the execution of the Contract, as well as any and all rights and duties arising under the Contract before the effective date of the Civil Code, shall be judged based on previous law.
- 1.4 By signing the Contract, you confirm that you have familiarised yourself with the contents and meaning of the Certification Policy and the Decalogue of the Security, and you shall abide by their provisions and adhere to the principles contained therein. Further, you shall be obliged to acquaint all individuals who are entitled to use the Certificate with the aforesaid documents and see to it that they adhere to the principles contained therein.

### Article 2. Issuing the Certificate

- 2.1 You may apply for your Certificate only in the form of a Certificate stored in a data file.

#### Certificates Stored in a Data File

- 2.2 After entering into the Contract, we shall send to you an SMS message to the agreed GSM mobile telephone number, containing a one-time password for the creation of the Certificate, including the generation of a Private and Public Key. We may possibly send you the password by e-mail at an agreed electronic address. The one-time password shall remain effective for a period of 3 days from being sent to you. After the lapse of the aforesaid period, we may only issue a new Certificate to you upon entering into a new Contract.
- 2.3 The GSM mobile telephone number and/or the electronic address you indicate in the Contract shall be binding for sending the one-time password. We shall not be held liable for any damage caused by the fact that you might have stated a wrong GSM mobile telephone number or electronic address to which we should deliver the one-time password.
- 2.4 You shall create the Certificate using the one-time password at the MůjProfil portal. Before that, you should check the accuracy of your identification data displayed and to verify that they are consistent with those stated in the Contract.
- 2.5 If the GSM mobile telephone to which the one-time password sent is lost or stolen, or the e-mail address is misused or blocked before you create the Certificate, you shall be obliged to notify us without any unnecessary delay through our Client Line and agree upon an alternative method of the delivery of a new one-time password. We shall subsequently invalidate the old password. We can deliver the one-time password at your electronic address, if it is stated in the Contract.

### Article 3. Validity of the Certificate

- 3.1 In general, the Certificate shall be valid for 2 years. The term of validity of a specific Certificate is specified in the Certificate itself or can be determined at the MůjProfil portal. You may use a valid and effective Certificate while utilising the Services. You also may ask for the renewal of the Certificate at the MůjProfil portal before its expiry.
- 3.2 If you ask for the renewal of the Certificate before its expiry, we shall issue a new Certificate under the existing Contract. The new Certificate shall be issued in the same form and with the same identification data as the previous one. As of the moment of issue of the new Certificate, you shall not be allowed to use

<sup>1</sup> Act No. 89/2012 Coll., The Civil Code as amended.

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the previous one any longer. The procedure described in Article 2 hereof shall accordingly apply to the issue of a new Certificate.

- 3.3** Upon the expiry of the Certificate, you shall only be entitled to apply for the issue of a new Certificate after entering into a new Contract.

## Article 4. Blocking the Certificate

- 4.1** If the Certificate is blocked, its validity shall be terminated and the Certificate may no longer be used. Information regarding the current status (validity) of the Certificate is available through our Client Line or at the Client's Point of Sale.
- 4.2** You may request the blocking of the Certificate at any time through our Client Line, at any of our points of sale, or at the MůjProfil portal. You shall be obliged to request the blocking of the Certificate if you find any discrepancy between the content of the Certificate and the information/data in the Contract or if you suspect that the Certificate might have been misused.
- 4.3** We shall be entitled to block the Certificate and possibly also demand that you apply for a new Certificate if at least one of the following events occurs:
- The Certificate has been issued on the basis of false, incomplete or misleading information;
  - The identification data which form part of the Certificate are no longer valid;
  - You are in breach of any of your duties under the Contract;
  - We cease to issue Certificates;
  - We are required to do so by law;
  - Security risks have increased or might increase, or measures relating to the use of the Certificate have become stricter.

## Article 5. Security

- 5.1** You shall be fully responsible for the process of the creation of the Certificate, including the generation of a Public and Private Keys, on the PC that you have used for this purpose. Being the sole user of the Certificate including the Private Key, you shall be liable for their use.
- 5.2** A Private Key stored in a data file is protected by a password.
- 5.3** You shall be obliged to protect your Private Key and the password to be used with the Private Key throughout the entire term of the validity of the Certificate, in particular from a possible loss, disclosure to a third party, alteration, or unauthorised use. The password to be used with the Private Key must not be stored in the same place or on the same media as the Private Key and may never be stored in a manner that would make them accessible to third parties. In particular, you must not leave an unsecured Private Key in the PC with a password entered and the key activated. You must continuously make sure that the Certificate has not been lost, stolen, misused or used without authorisation.
- 5.4** You shall be obliged to notify us without any unnecessary delay of the loss, theft or any ascertained risk of threatened misuse of the Private Key and a related password to be used with the Private Key and request the blocking of the Certificate.
- 5.5** You shall discharge your duty to inform us pursuant to these Conditions at the Client's Point of Sale. If you fail to fulfil the duty to inform us within 3 Business Days from the day on which such duty has arisen without being prevented from doing so by particularly serious reasons, you shall be deemed to have failed to notify us without any unnecessary delay.
- 5.6** Electronic communications networks (public telephone lines, mobile network lines, e-mail and fax) used for our mutual communication pursuant to these Conditions are beyond our direct control; therefore we are not liable for any damage caused to you by their potential misuse. The relevant providers of electronic communications services are obliged to secure the protection of these networks and the confidentiality of messages sent via the networks, as envisaged particularly in Act No. 127/2005 Coll., on Electronic Communications, as amended.
- 5.7** We shall not be held liable for transactions, for any damage incurred by you as a result of a breach of your duties set forth herein. We shall neither be held liable for any misuse of the Certificate resulting from misuse of a PC that you use (e.g. caused by software supplied by another supplier, a virus infected PC, hardware fault etc.).
- 5.8** We shall not be held liable for cases where the Certificate cannot be used due to circumstances that are beyond our control and/or beyond the control of our partners (power failure, interruption to the connection with the Bank via a public telephone/Internet network, strike, etc.).
- 5.9** We shall hold you liable for any damage we may suffer in case that you breach your duties set forth herein.

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## Article 6. Termination of the Contractual Relationship

- 6.1 The Contract shall expire/be terminated:
- By a notice of termination served by either of the contracting parties. Both you and we shall be entitled to terminate the Contract in writing at any time without giving a reason. If the Contract is terminated by you, the notice of termination shall become effective on the next succeeding Business Day following the day we receive the notice. If the Contract is terminated by us, the notice of termination shall become effective on the last day of the month following the month in which receive the notice;
  - As at the Conclusive Date;
  - Upon the blocking of the Certificate;
  - Upon the expiry of the Certificate.
- 6.2 Our right to cancel the Contract in accordance with the General Conditions shall not be prejudiced by this provision.
- 6.3 You shall not be allowed to use the Certificate after the expiry/termination of the Contract, upon which the Certificate shall be blocked.

## Article 7. Definition of Terms

- 7.1 Capitalised terms used herein shall have the following meaning:
- “Bank”** shall mean Komerční banka, a.s., registered office at Praha 1, Na Příkopě 33/969, Postal Code: 114 07, IČO (Company ID): 45317054, entered in the Commercial Register kept at the Municipal Court in Prague, section B, insert 1360.
- “Banking Services”** shall mean any banking deals, products and services provided by the Bank based upon its banking licence, including investment services provided by the Bank acting as a security broker/dealer.
- “Business Day”** shall mean a day that does not fall on a Saturday, a Sunday, a public holiday or other holidays within the meaning of the applicable law, on which the Bank is open for the provision of Banking Services and on which other institutions that take part in the provision of Banking Services, or on which the provision of the Banking Services depend, are open and provide the relevant services.
- “Certificate”** shall mean an Electronic Signature creation method consisting in creating the Company Certificate that makes it possible to authenticate a signatory. It contains the Public Key, Private Key and Client’s identification data.
- “Certification Policy”** shall mean a document in which the Bank sets forth the rules and procedures for using the Certificate and its specification, which the Bank is entitled to modify. The Bank publishes the Certification Policy at its Internet pages. The Certification Policy is also available at Bank’s points of sale. This document is not a Notice as envisaged by the General Conditions.
- “Client”** shall mean a natural person – business or a legal person who has entered into the Contract with the Bank.
- “Client Line”** shall be the round-the-clock telephone hotline at the number +420 955 551 552 (for calls in the Czech Language) and +420 955 551 556 (“Customer Service KB” for calls in the English Language). The telephone number is available at the Bank’s points of sale and at its Internet Pages. The Bank shall notify the Client of a possible change to the telephone number well in advance.
- “Client’s Point of Sale”** shall mean the Bank’s point of sale at which the Client has executed the Contract. The term “your point of sale” is used herein within the same meaning.
- “Company Certificate”** shall mean a Certificate issued by the Bank to a natural person (business) or a legal person under the Contract.
- “Conditions”** shall mean these Terms and Conditions Applying to the Company Certificate, which are the Product Terms and Conditions within the meaning of the General Conditions.
- “Contract”** shall mean a contract under which the Client arranges the Electronic Signature creation method – the Company Certificate.
- “Decalogue of the Security”** is a document in which basic principles of safe use of the Internet banking are defined, which the Bank is entitled to amend. The Bank has made the Decalogue of the Security public on its Internet pages. It is also available at the Bank’s points of sale. This document is not a Notice as envisaged in the General Conditions.
- “Electronic Signature”** shall mean a secured electronic signature within the meaning of the Regulation (EU) No. 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, based on the methods we make available to you under the Contract.
- “General Conditions”** shall mean the General Business Terms and Conditions issued by the Bank.
- “MojeBanka”** shall mean a direct banking service that the Client may use pursuant to a contract for the

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provision of direct banking services.

“**MůjProfil**” shall mean a portal for the support and management of the Electronic Signature creation methods. Můj Profil is accessible to the Client on the Bank’s Internet pages, to which the Client may log in using any Electronic Signature creation method or directly from the MojeBanka service.

“**Notices**” shall mean communications in which further conditions and technical features of providing the Banking Services are specified in accordance with the General Conditions or relevant Product Terms and Conditions. The following document, without limitation to it, is not a Notice: the Certification Policy and the Decalogue of the Security.

“**Payment Services**” shall mean Banking Services falling within the scope of payment services as envisaged by the Payments Act (e.g., money transfers, issuing of payment instruments and cash deposits/withdrawals).

“**Private Key**” shall mean the data used for creating the Client’s Electronic Signature in the form of the Certificate.

“**Product Terms and Conditions**” shall mean the Bank’s terms and conditions regulating the provision of separate Banking Services.

“**Public Key**” shall mean the data used for verifying the Client’s Electronic Signature in the form of the Certificate.

“**Tablet**” shall be a mobile personal computer using a touch screen technology.

“**Tariff of Fees**” shall mean a list of all charges, other fees and payments for the Banking Services and operations associated with the Banking Services.

“**Technical Terms and Conditions**” shall mean a document in which the Bank sets technical parameters of the provision of the direct banking services, which the Bank is entitled to amend. The Bank has made the Technical Terms and Conditions public on its Internet pages. The Technical Terms and Conditions are not a Notice as envisaged in the General Conditions.

- 7.2 Any reference to our Internet pages shall mean a reference to [www.muoprofil.cz](http://www.muoprofil.cz) or other Internet addresses we currently use or shall use in association with providing the Banking Services.

## Article 8. Final Provisions

- 8.1 We are entitled to amend these Conditions from time to time in the manner set forth in the General Conditions. We shall inform you about the amendment via the relevant direct banking service or in the manner specified in the General Conditions.
- 8.2 These Conditions repeal and replace the Terms and Conditions Applying to the Company Certificate effective from 1 September 2019. At the same time, these Conditions repeal and replace the Terms and Conditions applying to Certificates issued by the Bank and connected to the Contract for the Certificate effective as from 17 November 2018, however only with respect to the company certificate.
- 8.3 These Conditions come into effect as of 7 June 2020.