



**Contractual relationship:** By accepting these Terms and Conditions as a NP(NB), you enter into the Contract with us, the subject whereof is the provision of the MůjPodpis (literally: my signature) service; at the same time you undertake to comply with these Terms and Conditions. You further acknowledge that our General Terms and Conditions are also an integral part of the contractual relationship. If you are a LP or NP(B), you shall enter into the Contract, which includes these Terms and Conditions and the General Terms and Conditions, by signing it.

## Article 1. General Terms and Conditions of the Use of MůjPodpis

- 1.1 Description of the Service.** The Service is intended for signing contractual documents by and between Users of full legal age. If permitted by the Bank, the Service may also be used for signing contractual documents by and between the Client and the Bank.
- 1.2 Signing within the Group.** The Bank may also allow the Service to be used for signing contractual documents by and between the Client and a Bank's Financial Group Member. In this case, the Bank's Financial Group Member shall be a Proposer on the basis of a separate contractual arrangement that the Bank has made with this Bank's Financial Group Member.
- 1.3 Availability of the Service.** The service is available throughout the week, except for possible technical outages.
- 1.4 Identification and signing.** The service is intended:
1. For the Bank's clients – Method holders. The Service is available on the Website. It cannot be activated and used unless the Proposer (or the Designated Person) and the Recipient are holders of the KB Key or another Method. The User shall use the Method when identifying himself/herself to the Service and signing documents electronically.
  2. For non-clients or, as the case may be, for the Bank's clients that are not Method holders. The Service is available on the Website. It cannot be activated and used unless the Proposer (or the Designated Person) and the Recipient are holders of another bank identity (which means an identity issued by a bank other than us; we intend for this term to apply to the entire content of these Conditions), due to which we shall be able to verify their identity through the agency of Bankovní identita, a.s., Company ID: 09513817. When identifying himself/herself to the Service and expressing his/her willingness to sign documents electronically, such User uses a SMS message code sent to a telephone number provided to us by Bankovní identita, a.s. By accepting these Conditions, a non-client user of the Service becomes our client.
- 1.5 Signature verification and confidentiality of documents.** The Service is not intended for verifying whether the User is authorised to sign a document through the Service (e.g. whether he/she signs it as a contracting party, an individual authorised by a contracting party, etc.). An electronic signature attached to a document signed through the Service is not considered an officially verified (authenticated) signature. The content of the signed document is encrypted and hidden from the Bank, even in the event the Client uses the MojeDokumenty optional archives service. The Bank does not act as an intermediary in signing the document for the Client. The Service is only intended for the electronic signing of documents.
- 1.6 Client – legal person and Client – natural person (business).** If a LP or NP(B) is interested in the Service, an individual authorised to act on behalf of this LP or NP(B) should visit any of the Bank's points of sale in person, enter into a contract with the Bank on the use of the MůjPodpis service and possibly also into a Company Certificate Contract if the LP or NP(B) does not yet have a Company Certificate. Using the Company Certificate, the Client's user subsequently logs in to the Service and designates specific persons to whom an e-mail notification shall be sent inviting them to log in to the Service through their Method and confirm that they agree to the authorisation to represent the LP or NP(B) when using the Service as specified below. Having expressed his/her consent, the Designated Person shall be entitled to propose documents for signature on behalf of the LP or NP(B) Client, send them to the Recipient, and also electronically sign the proposed documents. The Designated Person may revoke this authorisation in person at any of the Bank's points of sale at any time. The Bank is not responsible for the selection of the Designated Person, nor does it verify his/her material entitlement to sign the proposed documents. The User of the Company Certificate is entitled to replace the Designated Persons and cancel their authorisation in the Service on behalf of the LP or NP(B).

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**1.7 Designated Person.** The Designated Person acknowledges that whenever he/she logs in to the Service in the role of Proposer, it is on behalf of the LP or NP(B) who has authorised (designated) him/her. If the Designated Person has expressed his/her consent with the authorisation to more than one LP or NP(B), then he/she always logs in to the Service on behalf of the LP or NP(B) to whom he/she gave the consent most recently, unless otherwise permitted by the Bank. The Designated Person further acknowledges that if he/she signs a document through the Service to which he/she is a party as a Proposer, the user of the Company Certificate who has authorised him/her shall have access to such a document, including the personal data contained therein. The Designated Person may only log in to the Service as a NP(NB) Client in the role of Proposer after his/her authorisation has been revoked. The term Designated Person does not apply to the role of the Recipient.

**1.8 Access to documents.** The User of the Company Certificate shall be entitled to view all documents proposed by the LP or NP(B) Client for the period specified in Article 3 hereof. The user of the Company Certificate does not have access to any incoming documents. Only the Recipient has access to all incoming documents. A document signed by both parties can be accessed, under the provisions specified in Article 3 hereof, by the Proposer or the user of the Company Certificate, by the signing Designated Person, and also by the Recipient.

**1.9 Exclusion of our liability.** The Client acknowledges that before using the Service, he/she should always make sure that a signed document that produces legal effects vis-à-vis certain persons shall be accepted by such persons.

The Client expressly agrees that the Bank's cumulative liability for any damages and losses including loss of profit and further, without limitation, any financial losses, claims, and/or costs incurred by the Client, directly or indirectly, in connection with the Service (i.e., compensation for damages incurred as a result of a breach of the Contract or legal obligation, negligence, or other acts or omissions by the Bank), shall be limited to CZK 10,000,000 (in words: ten million Czech crowns) per one calendar year for all contractual documents concluded by the Client through the Service. This shall not apply in cases where any limitation of the Bank's liability is excluded by law and/or in the case where the User has identified himself/herself to the Service using another bank identity. In the latter case, the Bank's cumulative liability as per this Article shall be limited to CZK 250,000 (in words: two hundred and fifty thousand Czech crowns) per one calendar year for all contractual documents concluded by the Client through the Service.

When providing the Service, the Bank shall not be held liable for the following:

- a) Whether the document is signed by individuals authorised to do so or by the intended contracting party,
- b) For the content of the signed document, including personal data and malicious software that the document might contain,
- c) Whether the document is signed under the terms and conditions required by law for its validity and effectiveness,
- d) For the proper and timely performance, including pecuniary considerations, which is the subject of the signed document,
- e) For the acceptance of the document by the Recipient, an intended contracting party or a third party,
- f) For handing over a document signed by the Designated Person and the Recipient to the LP or NP(B) Client,
- g) For the non-functioning or misuse of the means of communication, in particular e-mail or electronic communication networks (e.g. mobile operator networks, Wi-Fi networks, fixed internet connection) used to upload the document by the Proposer, including the electronic address of the Recipient selected by the Proposer, as they are not under our direct control. The protection of these communication services, their functioning and the confidentiality of the messages sent via them are within the responsibility of their providers. Therefore, we are not responsible or liable for any damage incurred by you as a result of such misuse or malfunction,
- h) For the verification and authenticity of another bank identity provided to us by Bankovní identita, a.s., as long as you identify yourself to the Service using such bank identity,
- i) For the functionality of the service provided by Bankovní identita, a.s. as long as the Client wishes to be identified using another bank identity,
- j) For a failure to provide the Service, a failure to meet the parameters or for otherwise reduced quality of the Service if any of the prerequisites for the provision of the Service under these Conditions are not met at the time the Client initiates the provision of the Service or during the provision thereof.

Further, the Bank shall not be liable for a failure to provide the Service when exercising its right to suspend the Service in cases of a failure to meet, in particular, the following prerequisites specified for the User.

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When using the Service, the Client shall be obliged, in particular:

- a) Not to use the Service in a manner that would in any way violate the rights of the Bank, these Conditions, or any other arrangements referred to herein, or that would be contrary to law or good morals,
- b) Not to use the Service in a manner that could in any way impair the provision of the Service and the User Interface, prevent their operation, overload them, or otherwise harm or restrict other Users,
- c) Not to use the user interface for distributing any – even possibly malicious or otherwise unlawful – software or other code containing a computer virus, spyware or malware, or otherwise upload files or other programmes by any means or under any other name that may damage, monitor or alter the operation of any network or equipment owned by the Bank or by any third party,
- d) Not to attempt to interrupt or disrupt the security of the Service, including the user interface, its appearance, integrity or availability, or otherwise damage the Service, user interface, Bank's administrative accounts, access passwords, servers or network elements,
- e) Not to attempt to gain unauthorized access to the Service, the user interface, and/or other computer systems, in particular through hacking or phishing.

The Bank shall be entitled to suspend the Services without prior notice and with immediate effect and subsequently cancel the suspension without any unnecessary delay after the reasons for the suspension under these Conditions have ceased to exist. Information about the restriction of the Services shall be available on the Website.

## 1.10 **Prohibited content.** The Client hereby undertakes that no document signed through the Service:

- a) Shall concern the mining of coal and/or mineral resources, trading in arms or in palm oil,
- b) Shall have sexual, racist or discriminatory content,
- c) Shall contravene the law and good morals or have criminal consequences,
- d) Shall disturb public order,
- e) Shall be signed by a person who is not capable of signing such a document,
- f) Shall concern a performance (supply) in the aggregate sum of over CZK 10,000,000 (in words: ten million Czech crowns) for all contractual documents concluded by the Client during one calendar year.

If a third party should invite the Bank to reimburse any amount and/or pay any compensation for a damage and/or make any other payment/pecuniary considerations (e.g., sanctions imposed by a public authority) in connection with the Client's breach of the Contract and/or any other obligations related thereto, the Client undertakes that in cases where (i) the obligation to pay is not directly related to the Bank (e.g., damage), he/she shall enter into negotiations with the third party and pay the amount and/or damage and/or other pecuniary considerations to the third party; in cases where (ii) the obligation to pay is directly related to the Bank (e.g., a sanction imposed on the Bank by a public authority or the Bank's obligation to pay under a final decision), he/she shall reimburse to the Bank this amount and/or damage or other pecuniary considerations without any unnecessary delay on the basis of a request containing a proof of such payment and a description of the breach in question.

## 1.11 **Personal data.**

- a) **Signature of a document** – The Client and the Designated Person acknowledge that when using the Service, their personal data registered in our systems, or obtained with the Client's consent from Bankovní identita, a.s. and subsequently maintained in our systems, shall be used to the following extent: the name, surname, address and date of birth. This personal data is available to Clients and Designated Persons participating in the signing of the given document for a period of 14 days after the last signature is attached to such a document.
- b) **Recipients' Directory provided to the Proposer** – To the extent and under the conditions specified in the consent granted by the Recipient, the Bank may provide the Proposer with the Recipient's personal data from its records. The Recipient shall be entitled to revoke his/her consent at any time.

## Article 2. Document Signing Procedure

- 2.1 **Contracting.** After logging in to the Service, the Proposer shall upload the document to be signed and enter the Recipient's e-mail address. The recipient shall receive an e-mail notification at this address informing him/her that the Proposer is sending him a document to sign. The notification contains a link to the Service and the Recipient shall identify himself/herself using the Method or his/her bank identity through the agency of Bankovní identita, a.s. Once the Recipient identifies himself/herself, he/she shall be entitled to view the document uploaded by the Proposer in the Service; and the Recipient agrees with it, he/she may sign it electronically as per Article 1.4 hereof. The document signed by the Recipient shall be sent back to the Proposer, of which the Proposer shall be informed. The Proposer (or the Designated Person) and the Recipient shall be informed of any and all changes to the document via e-mail notifications.

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In case of repeated use of the Service between identical Users on the part of the Proposer and Recipient, the Proposer may send the Recipient a document for signature directly to his/her KB Key. This shall not apply to clients who have identified themselves using their bank identity and therefore have no KB Key.

- 2.2** The Proposer shall determine the order in which the document should be signed by the Proposer and the Recipient and the number of signatures necessary for the validity of the document.
- 2.3** **Deadline for the signature.** The deadline for the Recipient to sign shall be determined by the Proposer. This period of time may not exceed 14 calendar days.

## Article 3. Archivace a prokazatelnost podepsaného dokumentu

- 3.1** **Archiving.** The document signed through the Service shall be stored in the Bank's system for a period of 14 calendar days from the upload of the file by the Proposer. This period of time shall automatically prolonged after each electronic signature by the User. During this period of time, the Proposer and the Recipient shall be obliged to keep the signed document stored in their electronic storage (e.g., a PC, tablet, or mobile phone), or they can use the MojeDokumenty optional archives service.
- 3.2** The Client acknowledges that 14 days from the last signature being attached to the document, the signed document shall be automatically deleted from the Bank's system. Before the expiration of this period, the Proposer (or the Designated Person) and Recipient shall be invited by an e-mail notification to save the document, either to their electronic storage or through the MojeDokumenty optional archives service.
- 3.3** **Seals, electronic signatures, and time stamps.** After the Proposer uploads the document, the Bank shall provide the document with an electronic seal. After each electronic signature of the User, A time stamp shall be attached to the document each time it shall have been electronically signed by the User.
- 3.4** **Time stamp validity.** The Client hereby acknowledges that:
- a) The guaranteed validity of the time stamp attached to the document 4 years,
  - b) If the Client does not make use of the MojeDokumenty optional archives service and keeps the document stored in his/her device or in a Designated Person's device, he/she has to monitor the validity of the time stamp,
  - c) If the Client does not make use of the MojeDokumenty optional archives service, the validity of audit logs related to his/her documents signed through the Service shall be 10 years from the last signature of a User being attached to the given document. After the records have been removed, the probative value of an electronically signed document in litigation may be reduced.
- If the time stamp expires, the probative value of the document thus signed may be lower. If the time stamp expires and the Client subsequently uploads the document to the validation service pursuant to Article 3.5 hereof, the Bank shall confirm all other information known to it concerning the document in relation to the audit log, electronic signature, and time stamp.
- 3.5** **Validation of electronic signatures attached to a document through the Service.** The Service offers the possibility of validating electronic signatures attached to a document and ensuring its inalterability. To this end, the Client may upload a document created and signed through the Service from the User's device or have a document stored in MojeDokumenty checked, as long as he/she uses this archives service. The validation performed at the request of the Client (or the Designated Person) or the Recipient makes it possible to:
- 1) Re-stamp documents (i.e., stamp them repeatedly with a time stamp) if they bear a valid time stamp in order to prolongs their inalterability over time,
  - 2) Issue, on behalf of the Bank, a report on the authenticity of signatures and the integrity of the document (e.g. exporting information from the audit log containing additional data concerning the document; confirming the authenticity of the document).
- The Client hereby acknowledges that we shall perform the validation if any of the parties to the signed document (or the user of the Company Certificate in the case of LP or NP(B) Clients) requests it through the Service.

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- 3.6 MojeDokumenty optional archives service.** The Client may activate the use of the MojeDokumenty (literally: my documents) service directly in the Service, as long as the Bank allows it. The archives service makes it possible to:
- 1) Store a document in a secured storage space,
  - 2) Issue, on behalf of the Bank, an audit record concerning the authenticity of signatures and the integrity of the document (e.g., exporting information from the audit log containing additional data concerning the document; confirming the authenticity of the document),
  - 3) Manage the documents stored on the Website, where an overview of signed documents is available.
- A fee is charged for the archives service as per the currently valid Tariff of Fees.
- The invoicing data shall be sent to the NP(NB) Client at his/her electronic address agreed in the Electronic Signature Contract. The invoicing data shall be sent to the LP or NP(B) Client at the electronic address agreed in the Company Certificate Contract.
- Relevant provisions of these Conditions, in particular of Articles 1.3, 1.5, 1.9, 1.10, 4.2, and 4.3, shall accordingly apply to the MojeDokumenty archives service.
- The MojeDokumenty archives service can be terminated in accordance with Article 4.5 hereof.

## Article 4. Complaints, Technical Requirements, Limitations, Fee, and Termination of the Service

- 4.1 Complaints.** The Client shall be entitled to file a complaint related to the Service through the contacts listed on the Website. The Client acknowledges that all telephone calls made during a telephone complaint shall be recorded.
- 4.2 Service limitations.** The Service may be unavailable for a short time for technical reasons. For serious reasons, especially of security nature, the Bank shall be entitled to block the Service or suspend its provision for the time strictly necessary. Information on Service limitations shall be available on the Website. The Bank shall also be entitled to block access to the Service or suspend its provision in individual cases provided for by law.
- 4.3 Technical requirements of the Service.** The technical parameters of the Service, such as the format of the signed document or the validity of the time stamp, are specified in the Technical Conditions.
- 4.4 Service fee.** The Service fee is fixed as specified in the Tariff of Fees, unless agreed otherwise with the Client. The fee shall always be paid by the Proposer after the successful signing of the document by at least one of the contracting parties; the payment shall be credited to the Bank's account based on an invoice, no later than fourteen calendar days from its receipt. The invoicing data shall be sent to the NP(NB) Client at his/her electronic address agreed in the Electronic Signature Contract. The invoicing data shall be sent to the LP or NP(B) Client at the electronic address agreed in the Company Certificate Contract.
- 4.5 Termination of the contractual relationship.** The contractual relationship under the Contract shall cease to exist:
- a) By one contracting party giving the other contracting party a notice of termination,
  - b) On the Consecutive Date or, as the case may be, if an LP Client is wound up without a legal successor,
  - c) Automatically three months from its start, if the Client fails to use the Service within this period, i.e. if no document is signed through the Service,
  - d) Automatically twelve months from the last document being signed through the Service, if no further document is signed through the Service during this period of time.
- Notice of termination by the Bank or the Client.** The Bank and the Client shall be entitled to terminate the Contract at any time in writing. The notice shall take effect on the date of its delivery to the other contracting party.
- Cancellation.** Our right to cancel the Contract in accordance with the General Conditions shall not be prejudiced by that.



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## Article 5. Definition of Terms

- 5.1 Capitalised terms used herein shall have the meaning assigned to them in the General Conditions, or the following meaning:

“**Bank**” shall mean our company, 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.

“**Bank’s Financial Group Member**” or “**FSKB Member**” shall be Komerční pojišťovna, a.s., IČO (Company ID): 63998017; Modrá pyramida stavební spořitelna, a.s., IČO (Company ID): 60192852; KB Penzijní společnost a.s., IČO (Company ID): 61860018; ESSOX s.r.o., IČO (Company ID): 26764652, Factoring KB, a.s., IČO (Company ID): 25148290, and other entities in which the Bank has or shall acquire an ownership interest consisting in a direct or indirect share in their registered capital.

“**Client**” shall be a NP(NB), NP(B) or LP who is bound by these Conditions and is entitled to use the Service directly or through Designated Persons.

“**Company Certificate**” shall mean a certificate issued by the Bank to the Client under the Company Certificate Contract.

“**Conditions**” shall mean these MůjPodpis Terms and Conditions.

“**Contract**” shall mean the contract for the provision of MůjPodpis based on which the Bank provides the Client with the Service.

“**Designated Person**” shall be a User designated by the Client who is a LP or NP(B) to propose, on the Client’s behalf, which documents should be signed using the Service, send the documents to the Recipient, and electronically sign documents proposed by the Client, and who agrees with such designation (authorisation). A Client who is a LP or NP(B) in the role of a Recipient shall not be deputised by a Designated Person.

“**Electronic Signature**” shall mean an 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 in particular on the methods we make available to you under the Electronic Signature Contract or the contract for the issuance and use of the personal certificate.

“**Electronic Signature Contract**” shall mean a contract under which a third party agrees with the Bank on a particular Electronic Signature creation method.

“**General Conditions**” shall mean the General Business Terms and Conditions issued by the Bank.

“**KB Key**” shall mean an Electronic Signature creation method that is based on individual properties of an activated application for supported portable devices and on a knowledge of a security PIN code or on biometry, which makes it possible, above all, to verify the signatory’s identity, sign documents electronically, and authorise payment transactions.

“**LP**” shall mean a legal person (not to be confused with a limited partnership).

“**Method**” shall mean the KB Key Electronic Signature creation method provided and used under the Electronic Signature Contract, or alternately, other method provided and used under the Electronic Signature Contract, as long as the Bank accepts such alternate method in context of the Service.

“**MojeDokumenty**” (literally: my documents) shall mean an optional archives service provided by the Bank, used for archiving documents signed through the Service under these Conditions.

“**NP(B)**” shall mean a natural person (business).

“**NP(NB)**” shall mean a natural person (non-business).

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“**Proposer**” shall be the Client who sends an electronic document (the proposed document) to the Recipient for signature through the Service. If the Recipient signs the document, it is returned electronically to the Proposer via the Service. If the Client is a LP or NP(B), the Proposer shall be this Client acting through a Designated Person.

“**Recipient**” shall be (i) any person who receives an e-mail notification from the Proposer via the Service inviting him/her to sign an electronic document through the Service (the incoming document) or (ii) or any other person to whom the e-mail notification is forwarded by the person referred to in point (i), including by chaining such persons. If the Recipient signs the document through the Service, the signed document is returned electronically to the Proposer via the Service.

“**Service**” shall mean the MůjPodpis product provided by the Bank, consisting in the electronic signing of documents by and between Clients under these Conditions.

“**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 terms of the provision of the Service. The Bank makes the Technical Terms and Conditions public at its internet pages and is entitled to amend them. The Technical Terms and Conditions are not a Notice as envisaged in the General Conditions.

“**User**” shall be an individual who is a holder of the KB Key, of another Method or of another bank identity that utilize the Service.

“**Website**” shall mean [www.muypodpis.kb.cz](http://www.muypodpis.kb.cz), i.e. the Service’s website (web page).

## Article 6. Final Provisions

- 6.1 The right to propose changes.** The Bank shall be entitled to change/amend these Conditions from time to time. The Client shall be informed of the proposed changes to the Conditions by e-mail, no later than 2 months before the proposed effective date. The NP(NB) Client shall be informed by e-mail sent at the electronic address agreed in the Electronic Signature Contract or provided to us by Bankovní identita, a.s.. The LP or NP(B) Client shall be informed by e-mail sent at the electronic address agreed in the Contract. The Client shall be obliged to get acquainted with the proposed changes.
- 6.2 Termination in case of disagreement with the change.** The Client shall be entitled to terminate the Contract in writing in accordance with Article 4.5 hereof if he/she does not agree with the proposed changes to the Conditions. The notice must be delivered to the Bank no later than 30 calendar days before the proposed effective date of the change.
- 6.3 Fiction of approval.** If the Client fails to terminate the Contract pursuant to Article 6.2 hereof, he/she shall be deemed to have accepted the proposed change to the Conditions with effect from the effective date proposed by the Bank.
- 6.4** These Conditions repeal and replace the MůjPodpis Terms and Conditions effective from 26 June 2022.
- 6.5** These Conditions come into effect as of 04 January 2023.