

## Terms and Conditions for the provision of Bank iD services

### 1. INTRODUCTORY PROVISIONS

- 1.1 these Terms and Conditions govern the provision of Services and related performance by Bank iD to the Customer.

### 2. DEFINITION OF TERMS

- 2.1 Capitalized terms used in these Terms and Conditions shall have the meanings set forth in these Terms and Conditions, the Agreement or other documents to which these Terms and Conditions expressly refer.

- 2.2 These Terms and Conditions define the following expressions:

- a) **Customer Administrator:** The authorised person with extended rights under Art. 4.3 of these Terms and Conditions.
- b) **Activation Fee:** a one-time, non-refundable payment for preparatory work towards the activation of the Services.
- c) **Application:** The end service or part thereof, which the Customer defines in the Portal and for which it sets the payment method for the Services.
- d) **Bank iD:** Bankovní identita, a.s., registered office at Smrčková 2485/4, Libeň, 180 00 Prague 8, Company ID No. 09513817, Tax ID No. CZ09513817, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 25672.
- e) **Price List:** Annex to the Agreement, which sets forth the Activation Price, the price for Services, the price for SLA Guarantee and the price for Additional Support.
- f) **Service Activation Date:** the date from which the Customer is allowed to use the Service Interface.
- g) **Additional Support:** professional advice to the Customer and its Authorised Persons which does not consist of the removal of Defects.
- h) **Agreed discount:** discount on the price of the Service in case of non-compliance with its binding parameters, set by in accordance with Annex No. 4 (SLA) within the SLA of the given Service.
- i) **Document:** PDF document signed using the SIGN Service.
- j) **Invoice:** tax document complying with the relevant tax and accounting legislation of the Czech Republic.
- k) **Billing Period:** the period for which the Invoice is issued for the Services provided. Unless otherwise specified in the Agreement, the Billing Period is one calendar month.
- l) **SLA Guarantee:** the commitment of Bank iD to comply with the binding parameters of the Service as defined in the SLA. The term SLA Guarantee replaces the term Technical Support previously used in the Agreement, these Terms and Conditions, the Price List and the SLA.

- m) GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- n) HelpDesk: Bank iD's point of contact where Authorized Persons and Customer Administrators can order the provision of Additional Support and report Defects.
- o) IdP: a bank or a branch of a foreign bank that has entered into an agreement with Bank iD for the provision of identification services within the meaning of Section 1(4) of Act No. 21/1992 Coll., on Banks, as amended by Act No. 49/2020 Coll., amending Act No. 21/1992 Coll., on Banks.
- p) Catalogue of Services: annex to the Agreement, which stipulates in particular: description and parameters of the Services; prerequisites and conditions for the provision of the Services.
- q) End Service: service into which the Customer integrates the provided Services.
- r) End User: natural person who is a user of the End Service.
- s) Metadata: the metadata of a Document consisting of a unique mathematical fingerprint (hash) and the Document title provided by the Customer both in the format according to the Technical Specifications. If a set of Documents is being signed, the Metadata consist of a unique mathematical Envelope fingerprint (hash) and the Envelope title provided by the Customer both in the format according to the Technical Specifications;
- t) Envelope: an electronic set containing one or more Documents.
- u) Authorized Person: a natural person designated by the Customer who is authorized to access the Portal.
- v) Personal Data: personal data of End Users within the meaning of Article 4(1) of the GDPR.
- w) CC: Act No. 89/2012 Coll., the Civil Code, as amended.
- x) Terms and Conditions: these terms and conditions for the provision of Bank iD services.
- y) Fraudulent Conduct: any conduct by third parties in connection with the Services that is contrary to law, the Agreement or these Terms and Conditions, and is done with the intent to harm the Customer, Bank iD or a third party.
- z) Portal: Bank iD's self-service platform that allows the Customer to activate, deactivate and configure the Services and access Invoices. The portal is available at developer.Bank iD.cz and its full functionality is accessible to Authorized Persons after login.

- aa) Business day: any day from Monday to Friday, except holidays in the Czech Republic.
- bb) Working hours: hours between 9:00 - 17:00 CET / CEST on business days.

Declaration: a pair of text values containing: a statement from the End User (for example, an instruction to purchase a certain number of shares); and

- cc) the title of the statement (for example, "Share Purchase Instruction"). The Declaration is signed using the SIGN Service.
- dd) Service Interface: the Bank iD application programming interface (API) through which the Services are provided.
- ee) SLA: service level agreement on the binding Service parameters, the conditions for a claim to the Agreed Discount in case of non-compliance with these binding Services parameters and the rules for determining the value of the Agreed Discount on the price of the Services contained in Annex No. 4 to the Agreement.
- ff) Service: service provided by Bank iD to the Customer, as listed in the Catalogue of Services.
- gg) Agreement: the agreement concluded between Bank iD and the Customer, referring to these Terms and Conditions.
- hh) Parties: both Bank iD and the Customer collectively; the term Party refers to Bank iD and the Customer, or either of them, as the context of the provision may require.
- ii) Technical Specifications: forms an annex to the Agreement and sets forth the technical parameters of the Service Interface and is always valid in the version published on the Portal; this is without prejudice to Art. 20.1 of these Terms and Conditions.
- jj) Transaction: a single instance of using the Service to provide an End Service to an End User in the Application; a Transaction begins with the Customer's request to Bank iD to provide the Service and ends with Bank iD's notification of the provision of the Service.
- kk) Defect: non-compliance of the Service provided with the description or parameters set forth in the Catalogue of Services, Technical Specifications or SLA.
- ll) Customer: the party that enters into an Agreement with Bank iD.
- mm) Registered trademark: a mark registered in the Register of Trademarks which fulfils the characteristics of a trademark pursuant to Section 1a of Act No. 441/2003 Coll., on Trademarks and on amendments to Act No. 6/2002 Coll., on courts, judges, associate judges the state administration of courts and on amendments to certain other acts (Act on Courts and Judges), as amended (Trademarks Act).

### **3. SUBJECT OF THE AGREEMENT**

3.1 Under the Agreement, Bank iD is obliged to:

- a) make the Portal available to the Customer;
- b) provide the Customer with the Services ordered through the Portal pursuant to Art. 4 of these Terms and Conditions;
- c) provide the Customer with SLA Guarantee if the Customer has arranged it under Art. 6.1 of these Terms and Conditions;
- d) provide the Customer with Additional Support;
- e) provide the level of Services expressly set forth in the SLA if the Customer has arranged for the SLA Guarantee under Art. 6.1 of these Terms and Conditions.

3.2 Under the Agreement, the Customer is obliged to:

- a) pay the agreed fee according to the Price List for Services, SLA Guarantee and Additional Support provided by Bank iD; and
- b) comply with the restrictions and security requirements set forth in these Terms and Conditions and in the Service Catalog, including the obligation to report suspected Fraudulent Conduct.

3.3 The Parties undertake to provide mutual cooperation necessary for the proper performance of the Agreement and related contractual and legal obligations.

### **4. ACTIVATING AND CONFIGURING SERVICES**

4.1 Prior to entering into the Agreement, the Customer's Authorized Person shall create a user account in the Portal. The Customer's Authorized Customer whose user account was created first automatically receives the status of Customer Administrator.

4.2 Bank iD prepares a draft Agreement based on the data set by the Customer Administrator in the Portal and makes this draft available to the Customer in the Portal. The draft Agreement made available by Bank iD to the Customer is not an offer within the meaning of Section 1732(1) of the Civil Code. The Agreement is concluded when Bank iD confirms acceptance of the draft Agreement signed by the Customer.

4.3 The Customer Administrator may create user accounts for other Authorized Persons in the Portal and grant them the status of Customer Administrator. Customer is responsible for and bound by all actions of Authorized Persons and Customer Administrators in the Portal.

4.4 The Customer Administrator can activate, configure and deactivate the Services through the Portal.

4.5 Based on activation of the Service in the Portal and payment of the Activation Fee, the Service is made available to the Customer via the Service Interface without undue delay. The Customer is informed via the Portal about the Service Activation Date.

- 4.6 For each Application in the Portal, the Customer selects the Service to be available for the Application. The Service is subsequently provided to the Customer based on a call to the Service via the Service Interface. Which Service will be provided and charged to the Customer in accordance with Art. 12 of these Terms and Conditions is determined by the scope of requested data (Scopes) in the call to the Service Interface, which may be a Service with the same or lesser data scope (Scopes) than the data scope (Scopes) stipulated by the Catalogue of Services for the Service selected for the Application in the Portal. Through the scope of requested data (Scopes) within a call to the Service Interface, the Customer may indicate that they are calling the SIGN Service in conjunction with a call to another Service.
- 4.7 Within the graphical user interface of the End Service, the Customer is required to place a control element allowing the End User to obtain basic information about the Service near each control element for use of the Service.
- 4.8 To display the IdP logs, the Customer is entitled to use a technical solution offered by Bank iD, or its own technical solution integrated within the End Service. If using its own technical solution, the Customer is obliged to:
- a) display within the graphical user interface of the End Service all IdP logos provided by Bank iD in response to a Service request in such a way as not to restrict the End User from selecting IdP, except for those IdPs who, on the basis of their services, do not allow the use of the Bank iD Services used by the Customer in a particular process;
  - b) place a control element near each control element for use of the Service allowing the End User to obtain basic information about personal data processing by Bank iD, including a link to detailed information; the text of the basic information about personal data processing by Bank iD and the link to detailed information will be made available by Bank iD on the Portal.
- 4.9 Services are provided by Bank iD on the basis of IdP services. IdP may not enable the use of all Services provided by Bank iD on the basis of its services. The list of Services provided by Bank iD, which can be used on the basis of the services of a specific IdP, is published by Bank iD on the Portal. Bank iD is authorised to extend this list unilaterally. Bank iD is authorised to make other changes to the list only in connection with changes to the Terms and Conditions or other annexes to the Agreement via the procedure set forth in Article 20 of these Terms and Conditions.
- 4.10 The Customer is authorised to display the Bank iD logo within the graphic user interface of the End Service only in the format, colour scheme and resolution specified on the Bank iD web portal or in the format, colour scheme and resolution specified on the Portal. In the event of a breach of this provision, the Customer acknowledges that Bank iD Services may be suspended until rectification is arranged.

## **5. DEFECTS AND HELPDESK**

- 5.1 The Customer is obliged to report any Defect to Bank iD without undue delay via the HelpDesk and to provide Bank iD with all necessary supporting data and assistance required to locate the source of the Defect and its resolution.

- 5.2 If the Customer requires use of the Services until the Defect is rectified, the Customer shall comply with any instructions communicated by Bank iD for permanent or temporary alternative means of resolving the occurrence of the Defect.
- 5.3 The HelpDesk is accessible via the Portal. The Customer is obliged to use the contact form available on the Portal to communicate with the HelpDesk. If access via the Portal is not available for technical or other reasons, the HelpDesk can be contacted via the contact details provided on the Bank iD website.
- 5.4 A Customer who has not arranged an SLA Guarantee pursuant to Art. 6.1 of these Terms and Conditions shall not be entitled to payment of any penalty, discount or compensation for damages in connection with failure to comply with the Service parameters pursuant to the SLA, including the corresponding Defects.
- 5.5 The Customer is responsible for handling End User inquiries and requests regarding the Service. For these purposes, Customer shall ensure the availability of a person to handle communications with End Users in cases where questions may arise regarding the provision of the Services.

## **6. SLA GUARANTEE**

- 6.1 If the Customer is interested in arranging the SLA Guarantee for a separate payment according to the Price List, the person authorised under the Agreement to act for the Customer in contractual matters shall send a request for activation to the e-mail address [podpora@bankid.cz](mailto:podpora@bankid.cz) no later than 3 business days before the end of the calendar month preceding the month from which the Customer wishes to activate the SLA Guarantee. The SLA Guarantee will be activated upon such request as of the first day of the next calendar month following receipt of the punctually submitted request. In the case of deactivation of Technical Support, the procedure is the same.
- 6.2 If the Customer has arranged for an SLA Guarantee, Bank iD undertakes to provide the Services in accordance with the technical and performance requirements stipulated in the SLAs, set forth for each Service in the Catalogue of Services. If any of the Service parameter expressly set forth in the SLA is not met, the Customer shall be provided with the Agreed Discount, in the amount and under the terms set forth in the SLA. The value of the Agreed Discount is calculated from the price of the provided Services within the Application for which any of the Service parameters have not been met. If failure to comply with any of the Service parameters affects the provision of Services across multiple Applications, the Agreed Discount shall be calculated from the price of the Services provided across all such Applications.
- 6.3 The Agreed Discount will automatically be deducted from the price of the Services in the Invoice issued for the period in which the claim to the Agreed Discount arose pursuant to Art. 6.2 of these Terms and Conditions. If there is no such subsequent invoicing (in particular due to termination of the Agreement), the Agreed Discount will be credited to the Customer. The Customer is authorised to object to the value of the Agreed Discount as a claim from defective performance no later than 1 month after the end of the Billing Period for which the Agreed Discount is due to the Customer.
- 6.4 Unless specified otherwise in the Catalogue of Services for a particular Service, the Customer may be entitled to an Agreed Discount for the Billing Period of no more

than 31.5% of the Service Price for this Billing Period. The Agreed Discount is the only claim to which the Customer is entitled in connection with non-compliance with the Service parameters according to the SLA, including the corresponding Defects. The Customer shall not be entitled to the payment of any penalty, discount or damages in addition to or in excess of the Agreed Discount set forth in the first sentence of this paragraph.

- 6.5 A Customer who has arranged an SLA Guarantee pursuant to Art. 6.1 of these Terms and Conditions shall be entitled to free Additional Support for the Billing Period in accordance with the Price List.

## **7. PREREQUISITES FOR THE PROVISION OF SERVICES**

- 7.1 The prerequisites for provision of the Services, including the technical requirements for the End Service, are set forth in the Technical Specifications. The Customer acknowledges that compliance with these prerequisites is necessary for the proper provision of the Services.
- 7.2 Bank iD shall not be liable for any failure to provide the Service or for failure to meet the parameters or otherwise reduced quality of the Service if any of the prerequisites for the provision of the Service are not met at the time when the Customer orders the provision of the Service or during the provision of the Service; in such cases, the Customer shall be obliged to pay for the Services even if the failure to meet the prerequisites causes an impediment or impairment to the actual provision of the Services.

## **8. LIMITATIONS**

- 8.1 The end service must not:
- a) serve to violate legal regulations in force in the Czech Republic;
  - b) be used to make illegal content available;
  - c) be used to infringe the intellectual property rights of third parties; and
  - d) threaten by its nature or content the reputation and goodwill of Bank iD or the IdPs involved in the provision of the Services.
- 8.2 The End Service must be provided to the End User by the Customer. The Customer is not entitled to integrate the Services into the End Services of other parties; in particular, the Customer is not entitled to resell the Services or their outputs to third parties, whether in their original or modified form.
- 8.3 The Customer shall not be entitled to provide third parties, on the basis of data obtained through the Services, with services similar to the Services under these Terms and Conditions; in particular, the Customer shall not provide electronic identification, authentication services or electronic signature to such parties for a fee on the basis of data obtained through the Services. For the purposes of this clause, third parties shall not be deemed to be End Users.

## **9. SUSPENSION OF SERVICES**

- 9.1 Bank iD may suspend the provision of the Service if:

- a) the prerequisites for the provision of the Service under Art. 7 of these Terms and Conditions are not met,
- b) the Customer violates the limitations set forth in Art. 8 of these Terms and Conditions, or
- c) the Customer fails to maintain sufficient technical measures to prevent, identify and avoid Fraudulent Conduct or take measures to prevent the continuation of Fraudulent Conduct or mitigate harm arising in connection therewith; or
- d) the Customer's conduct materially compromises the security of Personal Data transmitted to the Customer by Bank iD pursuant to Art. 14 of these Terms and Conditions;
- e) The Customer fails to fulfil the obligations set forth in Art. 4.10 of these Terms and Conditions.

9.2 Unless prevented only by serious reasons consisting in particular in an imminent threat to the security of personal data, before suspending the Services pursuant to Art. 9.1 of these Terms and Conditions, Bank iD is obliged to invite the Customer to remedy the breach of the Agreement pursuant to Art. 9.1 of these Terms and Conditions and to provide the Customer with a reasonable deadline to do so, specifying in the invitation the exact date of suspension of offering of Services in the event of the lapse of the deadline without the Customer remedying the breach.

9.3 Bank iD is authorized to suspend the provision of all Services, an SLA Guarantee and Additional Support if the Customer is more than 10 days in arrears with the payment of the Invoice and fails to remedy this upon written notice with an additional period of 15 days, or if it is evident that the Customer is unable to meet its payment obligations to Bank iD.

9.4 Bank iD will lift the suspension of Services, the SLA Guarantee and Additional Support without undue delay after the Customer demonstrates to Bank iD, that the grounds for suspension under Art. 9.1 or 9.3 of these Terms and Conditions have ceased to exist.

## **10. SECURITY AND FRAUD PREVENTION**

10.1 Bank iD is responsible for the security of the Portal and the Service Interface.

10.2 The Customer is responsible for the security of its systems and infrastructure for access to the Service Interface and other data processing, including End Services.

10.3 The Customer shall adopt reasonable organisational and technical measures to prevent, identify and avoid Fraudulent Acts.

10.4 In the event of suspected Fraudulent Acts by third parties, the Party is obliged to adopt the necessary measures to minimize potential risks and damages. The Party is obliged promptly:

- a) to notify the other Party of the suspected Fraudulent Conduct via the HelpDesk, the Portal, or other demonstrable means;

- b) to adopt measures to prevent the continuation of the Fraudulent Conduct, including but not limited to deactivating the affected user accounts or suspending other rights within the End Services;
- c) to adopt measures to mitigate the harm resulting from the Fraudulent Conduct, including but not limited to suspending suspicious transactions within the End Services; and
- d) to provide the other Party with all cooperation and documentation necessary to effectively address the Fraudulent Conduct, including reasonable access to its systems.

10.5 The Customer is entitled to request Bank iD to provide an individual IdP record of the use of the means of electronic identification, from which the End User who used the means of electronic identification for a particular identification transaction can be uniquely identified, in the event of impending court litigation or other dispute. The Customer shall submit a request for the provision of the record including a justification via the Portal. Bank iD shall process the Customer's request within 30 days of its submission, unless the provision of such record is contrary to law. The rights and obligations of the Parties under this Art. 10.5 of these Terms and Conditions shall survive for a period of 15 years after termination of the Agreement.

## **11. SPECIAL CONDITIONS FOR THE SIGN SERVICE**

11.1 The Customer is responsible for the following in connection with the use of the SIGN Service:

- a) displaying the contents of the Documents and/or Declarations and the displaying of the Envelope title in the End User interface of the End Service;
- b) sending the Documents and/or Declarations for authorization together with the Metadata to Bank iD. The Customer shall send Bank iD the Metadata and/or Declarations identical to the Documents, Envelope and/or Declarations displayed to the End User pursuant to Art. 11.1(a) of these Terms and Conditions;
- c) storing the Documents and/or Declarations after it has been transmitted by Bank iD to the Customer; and
- d) forwarding the Documents and/or Declarations to the End User for retention and re-display.

11.2 The Customer acknowledges that Bank iD shall not be liable for non-compliance with the parameters of the SIGN Service, unavailability of the Documents and/or Declarations or for damages on the part of the Customer in the event that they are caused by a breach of the Customer's obligations under paragraph 11.1 of these Terms and Conditions.

11.3 Bank iD and IdP are not responsible for the content of the Documents and Declarations, in particular for the compliance of the Documents and/or Declarations with the law or the agreement between the End User and the Customer or third parties.

11.4 The Customer is not authorised to use the SIGN Service to sign a Document or Declaration by a natural person - consumer, the content of which is a legal act with a performance value exceeding CZK 2,000,000 incl. VAT. In the case of a recurring performance, the value of this performance over 4 years is decisive.

## **12. PRICE AND BILLING**

12.1 The price of Services, the SLA Guarantee and Additional Support and the value of the Activation Fee are set forth in the Price List. The Price List lists prices excluding value added tax (VAT), which is calculated in accordance with generally binding legislation and will be paid together with the payment for the provision of the Service.

12.2 For each Application, the Customer may choose to pay for the Services on a per Transaction or subscription basis. These forms of payment cannot be combined for one Application. The Customer determines the method of payment by setting it in the Portal.

12.3 In the case of payment per individual Transaction, the price of the Services for the Billing Period will be determined by the number of Transactions in the individual Services in that Billing Period and the price per Transaction of that Service according to the Price List.

12.4 In the case of payment by subscription, the price of the Services in the Billing Period shall be determined by the number of End Users for whom a Transaction has been carried out in that Billing Period and for whom no subscription existed on the date of that Transaction. This Transaction creates a subscription for the relevant End User which lasts for the period set forth in the Price List, including the date on which the subscription ends.

12.5 End Users may use means of electronic identification issued by various IdPs to access the End Services through the Services. For the purpose of calculating the price of Services pursuant to Art. 12.4, the Transactions are carried out using means of electronic identification issued by different IdPs made by different End Users. This does not apply if the Transactions are executed by electronic identification means issued by IdPs enabling the linking of identities, a list of which is available on the Portal.

12.6 In the event of termination of this Agreement during the subscription term, the subscription price will not be refunded.

12.7 The claim to payment of the Activation Fee is established by Bank iD at the moment of concluding the Agreement. Until the Activation Fee is paid, Bank iD has no obligation to make the Services available and provide them to the Customer.

12.8 The price for the provision of the Service will be charged from the Service Activation Date or, if no such date is specified, from the first day on which the Service is used by the Customer.

12.9 The price for the provision of Additional Support is determined by the number of hours of Additional Support used in the Billing Period and the hourly rate set forth in the Price List.

12.10 The price for the SPA Guarantee is set as a flat rate per Billing Period.

- 12.11 Invoices for the provision of Services shall be issued retroactively for all Services provided in the preceding Billing Period, generally by the 15th day of the following Billing Period.
- 12.12 All Invoices are payable within 14 days of their issue by Bank iD.
- 12.13 Invoicing is performed electronically and Bank iD makes the issued Invoices immediately available to the Customer via the Portal and also sends them by e-mail via the addresses of the Parties specified in the Agreement.
- 12.14 All payments under the Agreement will be made via bank transfer to the Bank iD bank account indicated on the Invoice.
- 12.15 The amounts are deemed to be paid from the moment they are credited to the bank account indicated on the Invoice.
- 12.16 In the event that, after the Invoice has been issued, the Customer discovers a discrepancy between the value of the volume of Services provided and the value stated in the Invoice, the Customer is entitled to bring such a discrepancy to the attention of Bank iD via the Portal without undue delay.
- 12.17 If the Customer is in default in payment of the Invoice, Bank iD shall be entitled to contractual default interest at a rate of 0.05% of the unpaid amount for each day of delay.
- 12.18 The price of the Services and Additional Support may be changed based on a change to the Price List pursuant to Art. 20 of these Terms and Conditions. Bank iD is entitled to change the Price List no more than twice per calendar year, based on a notice give at least 3 months in advance. Bank iD is entitled to make changes to the Price List that do not worsen the Customer's position, in particular a reduction in the price of Services, the addition of prices for new Services that are simultaneously added to the Catalogue of Services, or formal adjustments, on any date and with immediate effect.
- 12.19 Subject to the conditions set forth below, the Customer shall be entitled to a discount on the price of Services for the calendar month in the amount set forth in the Price List, if the invoice volume (the sum of all amounts paid on the basis of individual monthly Invoices, regardless of the Agreed Discount) excluding VAT for the last 13 months of the Agreement exceeds the amount specified for the given discount in the Price List. The sum of all amounts paid on the basis of individual monthly Invoices according to the previous sentence shall include the amounts for all Bank iD performance vis-a-vis the Customer, i.e. including the price for the SLA Guarantee, if agreed. The Customer is entitled to a discount even before the expiry of 13 months from the activation of the first Service for the Customer if, during the term of the Agreement, the invoice volume excluding VAT exceeds any of the amounts set forth in the price List for the given discount value.
- 12.20 Volume discounts on the price of the Services pursuant to the Price List shall be applied for the first time in the month following the month in which the conditions for granting the discount were first met.
- 12.21 The Customer's right to the volume discount pursuant to the Price List shall expire if the Customer ceases to meet any of the conditions set forth in Art. 12.19. The right

to the volume discount shall expire in the month following the month in which the Customer ceases to fulfil the conditions for its granting.

- 12.22 If the Customer is entitled to an Agreed Discount for a billing period and a volume discount under Art. 12.19 of these Terms and Conditions, these discounts shall be added together before application and the sum thereof shall be applied to the price of the Services under the Price List.

### **13. LICENCE**

- 13.1 Bank iD grants the Customer a non- exclusive, royalty-free license for the duration of the Agreement to use the Bank iD logo as a Registered Trademark of Bank iD to the extent necessary to use the Services under the End Service and to promote the availability of the Services under the End Service.
- 13.2 The Customer grants Bank iD a non- exclusive, royalty-free license for the duration of the Agreement to use the Customer's logo as a Registered Trademark of the Customer to the extent necessary to inform the End User within the provision of the Services that the End User's Personal Data is being transferred to the Customer and to inform the Customer of the possibilities of using and promoting the Services, including references in relation to the Services. For these purposes, Bank iD is authorised to grant a sub-license to the IdP.
- 13.3 The Parties shall not sublicense, assign rights to, or commercially exploit the Registered Marks of the other Party except as provided in Art. 13.1 and 13.2 of these Terms and Conditions.
- 13.4 For the purpose of exercising Bank iD's authority under Art. 13.2 and 13.2 of these Terms and Conditions, the Customer shall submit its logo to Bank iD via the Portal in a common data format and in reasonable quality.
- 13.5 Nothing in the Agreement, Catalog of Service s, these Terms and Conditions, or any other document shall be construed as granting, assigning or transferring to the other Party any intellectual property rights to software, know- how, trade secrets, documents, technological procedures, patents or expertise belonging to the Party.

### **14. DATA PROTECTION AND PERSONAL DATA**

- 14.1 As part of the provision of the Services, data, including Personal Data, may be transferred between the Parties.
- 14.2 The Parties acknowledge that if the provision of the Services by Bank iD involves the transfer or other processing of Personal Data, both Parties act as separate data controllers within the meaning of Article 4(7) of the GDPR; to avoid any doubts, the Parties acknowledge that they are not joint data controllers within the meaning of Article 26 of the GDPR.
- 14.3 The IdP shall process and transfer Personal Data, including data about the End User's use of the End Services, in accordance with data protection and competition law.

## 15. NONDISCLOSURE

- 15.1 The Parties hereby declare and confirm that the information contained in the Agreement, these Terms and Conditions, the SLA, the Catalogue of Services and any other technical and commercial information obtained from the other Party or cooperating third parties in connection with the performance of the Agreement, whether during the performance of the Agreement, prior to the Agreement or after the termination of the Agreement, is confidential in nature and the Parties shall keep such information confidential and shall not disclose or make such information available to any third party.
- 15.2 Irrespective of the form in which the information is expressed, Confidential Information includes all information provided by the Parties relating to the Agreement and its performance or to either Party, in particular:
- a) information about its business, financial condition, products, services and prospects, technical data, procedures and methodologies, in particular security procedures and methodologies, or employees;
  - b) information that is protected by generally binding legal regulations, in particular as trade secrets or intellectual property;
  - c) information that a Party designates as confidential; and
  - d) information which, if disclosed or otherwise made available to third parties in an unauthorised manner, could be detrimental to the Party providing the information.
- 15.3 A Party may use the Confidential Information of the other Party and disclose it to third parties used in the performance of the Agreement or to attorneys, employees, corporate bodies or members thereof, provided that the party or entity to whom the Confidential Information is to be disclosed is bound by a sufficient contractual or legal duty of confidentiality with respect to the information disclosed, at least to the extent that the Party is bound by these Terms and Conditions, and by the obligation to use it only for the purposes set forth in these Terms and Conditions.
- 15.4 Each of the Parties undertakes, in particular, in relation to Confidential Information:
- a) to protect all confidential information of the other Party of which it is aware;
  - b) not to use confidential information for its own benefit or for the benefit of a third party;
  - c) to handle all data carriers containing Confidential Information in such a way as to prevent the leakage of the Confidential Information contained therein and take appropriate technical and organisational measures to this end;
  - d) to bring to the attention of the other Party any facts indicating a possible leakage of Confidential Information or inadequate measures to ensure the security of such information.
- 15.5 The protection of information does not apply where:

- a) the Party demonstrates that such information is publicly accessible without such accessibility being caused by the Party itself;
- b) the Party demonstrates that it had access to such Confidential Information prior to receiving it from the other Party, even if prior to the effective date of the Agreement, and that it did not obtain access to the relevant information by unlawful means;
- c) the Party obtains the written consent to disclose the information from the other Party to whom the information relates; or
- d) the disclosure of such Confidential Information is required by law or by a binding decision of a competent public authority. If this is the case, the disclosing Party is obliged to inform the other Party, that the Confidential Information is to be or has been disclosed, unless prevented by a legal obligation or a binding decision of an authorised authority.

15.6 The obligation to maintain the confidentiality of information within the meaning of this Art. 15 of these Terms and Conditions shall survive the termination of the Agreement and shall continue for a period of 5 years from the date of termination of the Agreement.

## **16. COMMUNICATION AND DATA PROVISION**

16.1 After the conclusion of the Agreement and after the Portal is made available to the Customer, communication between the Parties may take place via the Portal. Bank iD will notify the Authorised Person pursuant to the Agreement in respect of contractual matters by e-mail to the address specified in the Agreement for the execution of a written legal transaction through the Portal. A legal action taken by Bank iD shall be deemed to have been delivered upon its entry into the Portal and the sending of the notification by electronic mail, if the Portal is available to the Customer.

16.2 The Parties shall notify each other of any change in the contact persons or their contact details via the Portal. The Customer is obliged to notify Bank iD of a change of the contact person in contractual matters or of their e-mail address in hardcopy format with a handwritten signature or in electronic format with a recognised electronic signature, whereas the notice must be signed by a person authorised to represent the Customer under the Civil Code.

16.3 The Parties shall communicate and the Additional Support, the SLA Guarantee and Services shall be provided in the Czech language, unless otherwise specified in the Catalogue of Services.

## **17. LIABILITY AND COMPENSATION**

17.1 Each of the Parties shall be obliged to compensate the other Party for damages caused, within the framework of the applicable legislation and the Agreement. Both Parties undertake to endeavor to prevent damages and to minimise any damages incurred.

- 17.2 The Parties have agreed that the liability of the Party for any damage arising from any breach of the Agreement by the Party shall be limited to an amount equal to 100% of the amounts paid by the Customer during the preceding 12 months of the Agreement (or 100% of the amounts paid during the effective term of the Agreement if the Agreement has been in force for less than 12 months), but not exceeding CZK 250,000, and that the aggregate liability of the Party for damages arising from all breaches of the Agreement by the Party shall be limited to 100% of the amounts paid by the Customer during the effective term of the Agreement, up to a maximum of CZK 250,000. The Customer shall not be entitled to compensation for damages in respect of a breach of obligations by Bank iD, which shall be resolved by means of the Agreed Discount on the price of the Services, whereas the Agreed Discount shall then fully cover any damages caused by such breach. If there is a breach of obligations by Bank iD, for which the SLA provides Agreed Discount and the Customer has not arranged for the SLA Guarantee pursuant to Art. 6.1 of the Terms and Conditions, the Customer shall not be entitled to compensation for damages caused by such breach.
- 17.3 Bank iD shall not be responsible for the Customer's proper selection of Services from its portfolio, the suitability of the relevant Services for the Customer, the suitability of such Services for the Customer's needs, the suitability of the Services for the Customer's intended purposes or the fulfillment of the Customer's requirements or expectations.
- 17.4 Bank iD shall not be responsible for the achievement of Service performance parameters, outputs or results other than those expressly agreed in the Agreement, these Terms and Conditions and the SLA. Similarly, Bank iD has no obligations to the Customer or any third party involved on the Customer's side, unless expressly stated in the Agreement, these Terms and Conditions or the SLA.
- 17.5 The Parties shall not be liable to each other for loss of profit, non-pecuniary damage or loss of income.
- 17.6 The limitations in Art. 17.2 to 17.5 of these Terms and Conditions do not apply to damage caused by intent and gross negligence, as well as damage caused to natural rights and damage caused by a breach of Art. 11.4 of these Terms and Conditions.
- 17.7 Neither Party shall be obliged to compensate for damages caused by the breach of its obligations under the Agreement, if it was prevented from fulfilling them by any of the obstacles precluding the obligation to compensate damages within the meaning of Section 2913(2) of the Civil Code.
- 17.8 The Parties undertake to notify the other Party without undue delay of any impediments to the proper performance of the Agreement that preclude the obligation to compensate for damages. The Parties undertake to endeavor to avoid and overcome obstacles to the obligation to compensate damages.

## **18. DURATION AND TERMINATION**

- 18.1 The Agreement comes into validity and effect on the date of its signature by the last Party.
- 18.2 The Agreement is concluded for an indefinite term.

- 18.3 The Parties may terminate the Agreement without giving any reason with a notice period of three months, starting from the first day of the calendar month following the month in which the notice was delivered to the other Party.
- 18.4 Bank iD may withdraw from the Agreement only in the event of a material breach of the Agreement by the Customer, in particular if:
- a) Bank iD suspends the provision of the Service pursuant to Art. 0 of these Terms and Conditions and the reasons for such suspension do not cease within 15 days;
  - b) the Customer is in default on its outstanding obligations for more than 30 days; or
  - c) the Customer's statement made under Art. 21.4 of these Terms and Conditions is false or the circumstances foreseen in Art. 21.5 of these Terms and Conditions arise.
- 18.5 The Customer may withdraw from the Agreement only in the event of a material breach of the Agreement by Bank iD, in particular if the availability of the Service, as defined in the SLA, has fallen by more than 5% below the guaranteed level in at least 3 months out of the last 6 consecutive calendar months, despite the Customer having sent Bank iD a request for remedy at least 30 days prior to the third occurrence of such breach.
- 18.6 The Parties agree to preclude the application of Section 1978(2) of the Civil Code, which stipulates that the expiration of the additional deadline set for performance shall result in withdrawal from the Agreement without further notice.

## **19. SANCTIONS**

- 19.1 In the event of a breach of the restrictions set forth in Art. 8 of these Terms and Conditions by the Customer, Bank iD shall be entitled to a contractual penalty of CZK 100,000 for each individual breach of such obligation.
- 19.2 In the event of a breach of the nondisclosure obligation by either of the Parties under Art. 15 of these Terms and Conditions, the other Party shall be entitled to a contractual penalty of CZK 200,000 for each breach of such obligation.
- 19.3 Contractual penalties and/or default interest shall be due on the 15th day following the date of receipt of a written request for payment by the obliged Party, unless a longer period is specified in the request.
- 19.4 Unless specified otherwise below, the payment of any agreed contractual penalty shall not relieve the obliged Party of its duty to fulfil its obligations, including the obligation to compensate for damages.

## **20. ADJUSTMENTS TO THE SCOPE OF SERVICES AND AGREEMENT**

- 20.1 Bank iD has the right to update or modify these Terms and Conditions, and any other attachments to the Agreement. Bank iD is required to notify the Customer of such changes, including the effective date of such changes, in writing no less than 3 months prior to the effective date of the change.

- 20.2 If the Customer does not agree to the change in the Conditions or to a document referred to in the Conditions, which is not justified by a corresponding change in legislation that has occurred during the term of the Agreement, the Customer is authorised to terminate the Services affected by such change; such termination shall be effective on the date on which the change becomes effective pursuant to Art. 20.1 above, unless the Parties agree otherwise. If the Customer fails to properly inform Bank iD of its disagreement with a change that has been properly notified to it, then the Customer accepts the change by its failure to do so.
- 20.3 Bank iD is authorized to change the Portal and the Service Interface. Bank iD will inform the Customer of changes to the Service Interface. The version of the Service Interface prior to the change will be functional for at least 6 months from the notification of the changes to the Customer. After this period, the version of the Service Interface prior to the change may be deactivated. The Customer shall bear all costs associated with adapting the End Services to the changed Service Interface.

## **21. FINAL PROVISIONS**

- 21.1 Any amendments to the Agreement beyond the scope of Art. 20 of these Terms and Conditions may only be made after a full consensus has been reached on the content of the amendment or supplement. The Parties preclude the possibility of concluding an addendum without agreement on all the particulars pursuant to Section 1726 of the Civil Code. The parties also preclude the application of Section 1740(3) and Section 1757(2) of the Civil Code.
- 21.2 The Agreement and all rights and obligations under or in connection with the Agreement shall be governed by the laws of the Czech Republic.
- 21.3 Should the Agreement, these Terms and Conditions, the SLA and any other document referred to in the Agreement or these Terms and Conditions be inconsistent to any extent, then the following order of priority of documents shall apply:
- a) the Agreement;
  - b) these Terms and Conditions;
  - c) the Catalogue of Services;
  - d) the SLA;
  - e) the Technical Specifications;
  - f) other documents.
- 21.4 The Customer declares that at the time of making the offer to conclude the Agreement, the Customer is not bankrupt or in liquidation, and is not subject to insolvency proceedings.
- 21.5 The Customer is obliged to inform Bank iD about its bankruptcy or impending bankruptcy, the commencement of insolvency proceedings against it or about distraintment or judicial enforcement ordered in relation to its property, or about the threat of such a situation (the issuance of a decision that in all likelihood will not be complied with by the Customer), within 5 days from the moment when the Customer became or could have become aware of this fact.

- 21.6 The Agreement shall be binding on both Parties and their legal successors.
- 21.7 The Parties are not authorized to assign their receivables from the Agreement to third parties without the prior written consent of the other Party.
- 21.8 Should any provision of the Agreement, these Terms and Conditions, the SLA or any other document referred to in the Agreement or these Terms and Conditions be or become invalid, ineffective, void or unenforceable in the future, or should it be deemed such by any competent authority, the remaining provisions shall remain in force and effect unless the nature of such provision or its contents or the circumstances in which it was entered into show that it cannot be severed from the other contents of the Agreement, these Terms and Conditions or other document. The Parties are obliged to replace the invalid, ineffective or unenforceable provision without undue delay with another provision that best corresponds in content and intent to the original provision and to the Agreement, these Terms and Conditions, the SLA or other document as a whole.

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