

Terms and Conditions for issuance and use of Personal Certificate of Equa bank a.s.

I. Initial provisions

1. These Terms and Conditions are commercial terms and conditions within the meaning of section I(3) of the General Business Terms and Conditions (GBTC) issued in line with the Act on Payment Services and their different provisions shall have priority over the provisions of GBTC.
2. The Personal Certificate may be issued only for a physical person, namely to (a) the Primary User or to (b) another User who has been authorized by the Primary User in the Administration Order to use Direct Banking Services.

II. Definitions

Expressions with a capital letter shall have the following meaning in these Terms and Conditions.

Expressions with a capital letter, not defined in these Terms and Conditions, shall be defined in GBTC and in the Contract on the issuance and use of the Personal Certificate.

- “Certification Point” shall mean the Bank website application;
- “Personal Certificate Password” shall mean a set of authentication elements of the User serving for generating a Personal Certificate; it is a personalized safety element of Direct Banking Services;
- “Password granting access to the direct banking system” shall be a set of authentication numbers which, together with the Personal Certificate, make up the Signature, being a personalized safety element of Direct Banking Services;
- “Identification Number” shall be a unique number of the User which, together with the Personal Certificate and the Password granting access to the direct banking system, grants access to Direct Banking Services; it is a personalized safety element of Direct Banking Services;
- “Client” shall mean any legal or physical person that has concluded a Contract on the provision of Direct Banking Services with the Bank;
- “Direct Banking Services Manual” shall mean the Bank manual for Direct Banking Services made public by the Bank on its website www.equabank.cz;
- “Personal Certificate” shall mean a data report containing unique data of the User for using Direct Banking Services, provided by the Bank to the User based on the Contract on the issuance and use of the Personal Certificate which shall be concluded by each User at the Client’s branch; it is a personalized safety element of Direct Banking Services;
- “Signature” shall be an electronic signature of the User for using Direct Banking Services, based on the Personal Certificate and the Password granting access to the direct banking system, whose use may be conditional on other safety elements; it is a personalized safety element of Direct Banking Services;
- “Terms and Conditions” shall be these Terms and Conditions for issuance and use of the Personal Certificate of Equa bank a.s.;
- “Primary User” shall be (a) a Client - physical person, (b) a physical person who is the statutory body or authorized agent of the Client – legal entity (regardless of the external manner of acting on behalf of the Client – legal entity) or (c) a physical person who has been granted by the Client - legal entity, in the Contract on the provision of direct banking services, authorization to use Direct Banking Services. The Primary User established in accordance with (c) above shall be authorized, based on

one Personal Certificate issued by the Bank, to use Direct Banking Services established by two or several Contracts on the provision of direct banking services concluded between the Bank and the Clients, if stipulated by individual Contracts on the provision of direct banking services;

- “Administration Order” shall mean a discretionary power granted by the Primary User to other Users in order to use Direct Banking Services within the scope stipulated in the Administration Order. At the same time, the Administration Order defines the authorization of the Users and rules for Multiple Authorization;
- “Direct Banking Services” shall mean services provided on the basis of the Contract on the provision of direct banking services;
- “Contract on the provision of direct banking services” shall mean a written contract concluded between the Client and the Bank which serves as the basis for the provision of Direct Banking Services.

III. Conditions for issuing Personal Certificate

3. The Bank shall issue (enable to generate) a Personal Certificate only for (a) the Primary User or (b) the User who is mentioned in the Administration Order, always based on the Contract on the issuance and use of the Personal Certificate issued by the Bank.
4. By means of the Contract on the issuance and use of the Personal Certificate, the Primary User shall be provided with the following personalized safety elements of the Primary User:
 - Identification Number of Primary User;
 - Personal Certificate Number of Primary User;
 - The first 4 digits of a one-time Password granting access to the direct banking system;
 - The first 5 elements of Personal Certificate Password.
5. Following the conclusion of the Contract on the issuance and use of the Personal Certificate, the Bank shall, without undue delay, provide the Primary User by means of an e-mail sent to his/her e-mail address and an SMS sent to his/her cell phone number indicated in the Contract on the issuance and use of the Personal Certificate with the following:
 - The last 4 digits of a one-time Password granting access to the direct banking system; and
 - The last 3 elements of the Personal Certificate Password serving for generating the Personal Certificate of the Primary User.
6. The Primary User shall generate for the User who is not Primary User the following personalized safety elements of the User in the Direct Banking Services application which shall be an integral part of the Contract on the issuance and use of the Personal Certificate concluded between the Bank and the User. The Primary User shall provide these personalized safety elements only to the User indicated in the Administration Order:
 - User’s Identification Number;
 - Personal Certificate Number of the User;
 - One-time Password granting access to the direct banking system;
 - Personal Certificate Password.

Before a certificate is generated for the User who is not a Primary User, the User shall present at the Client’s branch with a filled-out and signed Administration Order and the Authorization granting access to Direct Banking Services (without passwords) printed by the Primary User.

7. By means of the Certification point, the User shall generate a Personal Certificate entering a combination of his/her (a) Personal Certificate Number and (b) Personal Certificate Password.
8. Before generating the Personal Certificate, the User shall check the identification data of the User indicated in the Contract on the issuance and use of the Personal Certificate or in its schedule "Direct Banking - safety keys", as appropriate, for correctness.
9. During the first log-in to the Direct Banking Services, the User shall change the one-time Password granting access to the direct banking system to a new Password granting access to the direct banking system which shall be used by the User for Signature purposes. The instructions for setting the Password are given in the Principles of the safe use of Direct Banking Services.
10. The Bank shall not be held responsible for any losses or damages caused by the provision of a wrong cell phone number or a wrong e-mail address in the Contract on the issuance and use of the Personal Certificate by the Client.
11. Should the cell phone contact number of the e-mail address indicated in the Contract on the issuance and use of the Personal Certificate be misused before a Personal Certificate has been generated or before a one-time Password granting access to the direct banking system has been changed, the User shall inform the Bank about it without any delay in the Client's branch and/or the Direct Banking Services support point; the updated contacts are provided in the Direct Banking Services Manual. In this case, the Bank shall block access to Direct Banking Services without undue delay and provide the User with new personalized safety elements granting access to Direct Banking Services. This shall be done exclusively at the Client's branch.

IV. Validity and effectiveness of Personal Certificate

12. The Personal Certificate shall be valid for 5 years. The User may employ the Personal Certificate for using Direct Banking Services for the time of its validity, if its effectiveness has not been suspended.
13. The Bank shall provide the User with a new Personal Certificate based on his/her request delivered to the Bank also during the validity period of the Personal Certificate. The Bank shall issue a new Personal Certificate to the User based on the existing Contract on the issuance and use of the Personal Certificate. The Client shall request a new Personal Certificate during the validity period of the current Personal Certificate at the relevant Client's branch. When issuing a new Personal Certificate, the Bank and the User shall proceed as appropriate in accordance with Article III of these Terms and Conditions. The new Personal Certificate shall be issued to the User in the same form and with the same identification data as the previous Personal Certificate.
14. In case identification data of the User indicated in the Contract on the issuance and use of the Personal Certificate (including his/her cell phone number) is changed, the User shall inform the Bank about it in writing without undue delay.
15. After the termination of the validity period of the Personal Certificate, the User shall be entitled to request the issuance of a new Personal Certificate only at the Client's branch based on a new Contract on the issuance and use of the Personal Certificate.

V. Blocking the Personal Certificate

16. The effectiveness of the Personal Certificate may be suspended upon request of the User or the Client, or by the Bank.
17. When suspended, the Personal Certificate may not be used to reach Direct Banking Services.

18. The Bank shall be entitled to suspend the effectiveness of the Personal Certificate unilaterally in the following cases:
 - If the Bank gains trustworthy information that the Personal Certificate has been issued based on incorrect, incomplete, or misleading information;
 - If the Bank gains trustworthy information that the User's identification data used for issuing the Personal Certificate are no longer valid;
 - If the User is in breach of any obligation stipulated by the Contract on the issuance and use of the Personal Certificate;
 - If the Bank is obliged to suspend its effectiveness due to relevant legal rules and regulations;
 - If the use of the Personal Certificate leads or may lead to a higher risk for using Direct Banking Services.
19. The Bank shall inform the User about its suspending effectiveness of the Personal Certificate by means of a contact e-mail indicated in the Contract on the issuance and use of the Personal Certificate;
20. The User or the Client may request suspension of the effectiveness of the Personal Certificate by means of blocking Direct Banking Services at the Direct Banking Services support point or at the Client's branch.
21. The User shall be obligated to request suspension of the effectiveness of the Personal Certificate if it has been alienated or lost or in case of any other misuse of the Personal Certificate, Signature, or any other personalized safety element of Direct Banking Services.
22. If the effectiveness of the Personal Certificate has been suspended upon Client's request, the User or the Client may request to renew its effectiveness by submitting a request at the Client's branch. The Bank shall renew the effectiveness of the Personal Certificate on the next Business Day.

VI. Security

23. The User shall be responsible for generating a Personal Certificate and changing the Password granting access to the direct banking system. The User shall be the exclusive user of the Personal Certificate and the Password granting access to the direct banking system and shall be responsible for all its use.
24. The User shall be obligated to protect personalized safety elements of Direct Banking Services against any misuse, in particular against any theft, loss, or disclosure to a third person.
25. The Bank shall be entitled to temporarily suspend the provision of Direct Banking Services, in particular due to safety or technical reasons.

VII. Termination of the contractual relation

26. The Contract on the issuance and use of the Personal Certificate shall be terminated in accordance with the provisions of section 183 of the GBTC and in the following cases:
 - When a User is cancelled by the Primary User through the Administration Order;
 - Upon termination of the validity of the Personal Certificate.
27. This shall be without prejudice to the right of the Bank to withdraw from the Contract on the issuance and use of the Personal Certificate in accordance with the GBTC.

28. The User shall not be entitled to and shall not use his/her Personal Certificate after termination of the Contract on the issuance and use of the Personal Certificate.

VIII. Final provisions

29. The Bank shall have the right to regularly update these Terms and Conditions as indicated in the GBTC.
30. The Terms and Conditions shall be valid and effective as of June 27, 2011.