Terms and Conditions for the Provision and Use of a www.kolikmam.cz User Account valid from 20.10.2020

(hereinafter referred to as the "Terms and Conditions")

# Article 1 Introductory Provisions

1. **CRIF CZ** operates the internet portal "**kolikmam.cz**" (hereinafter called the "**Internet Portal**") at the internet address www.kolikmam.cz, via a web interface (hereinafter referred to as the "www.kolikmam.cz **Web Interface**"). Within the Internet Portal, services and products are offered by the following entities:

a. CRIF CZ;

b. CBCB – Czech Banking Credit Bureau, a.s., Company ID No.: 261 99 696, having its registered office at Štětkova 1638/18, Nusle, 140 00 Prague 4, registered in the Commercial Register kept by the Municipal Court in Prague, file ref. No. B 6735 (hereinafter referred to as "**CBCB**");

c. CNCB – Czech Non-Banking Credit Bureau, z.s.p.o., Company ID No.: 712 36 384, having its registered office at Štětkova 1638/18, Nusle, 140 00 Prague 4, registered in the Register of Associations kept by the Municipal Court in Prague, file ref. No. L 58499 (hereinafter referred to as "CNCB"); and

d. CRIF – Registr platebních informací s. r. o., Company ID No.: 057 75 809, having its registered office at Štětkova 1638/18, Nusle, 140 00 Prague 4, registered in the Commercial Register kept by the Municipal Court in Prague, file ref. No. C 268784 (hereinafter referred to as "**REPI**").

(hereinafter collectively referred to as the "Providers")

2. These Terms and Conditions regulate the mutual rights and obligations of a natural person – User who is interested in making use of the user interface (hereinafter referred to as the "**User Account**") of the www.kolikmam.cz Web Interface and, by means of it, in having access to services or products of the Providers and the operator of the Internet Portal – CRIF CZ arising from an agreement on the provision and use of a www.kolikmam.cz user account concluded between CRIF CZ and the User (hereinafter referred to as the "**User Account Agreement**").

3. These Terms and Conditions do not apply to a particular contractual relationship between the User and a Provider, the subject-matter of which is the provision of a service or the delivery of a product offered via the Internet Portal. The services and products offered by the Providers via the Internet Portal shall be provided based on an order placed by the User through the User Account, and the terms of delivery thereof are laid down by special conditions (e.g. Conditions for an CIBR Extract).

The User shall be, always in time, i.e. during the selection of a service or product and before confirmation of the actual order, informed of which terms shall apply in the case of a particular order.

4. Provisions diverging from these Terms and Conditions may be arranged in the User Account Agreement. Divergent arrangements in the User Account Agreement take precedence over the provisions hereof.

5. The Terms and Conditions are an integral part of the Agreement. The Agreement and the Terms and Conditions have been drawn up in Czech language.

#### Article 2 User Account

1. The User Account constitutes a non-public part of the Internet Portal that is reserved for a particular User, whom it serves for ordering individual products or services offered via the Internet Portal by the Providers. Access to the User Account requires a unique user name and password (hereinafter referred to as "Access Details"). One User may only have access to one User Account.

2. The User is not entitled to allow third parties to make use of the User Account.

3. The User is obliged to keep the Access Details secret, not to pass them on and disclose them to any third parties and the User acknowledges that neither CRIF CZ nor the other Providers bear liability for a breach of this obligation by the User. If the Access Details get lost or the User finds out that his/her Access Details have been misused by a third party, the User is obliged to notify CRIF CZ about it without

delay. CRIF CZ shall then block such Access Details and issue new Access Details, specifically a password, to the User.

4. The User has the option to refer, by means of the User Account, to the history of his/her operations within the User Account, e.g. orders for products and/or services fulfilled, renewal of the password etc. In this way, the transaction history, history of payments, time-limited archive of CIBR and NBCIR extracts ordered online, with the exception of orders for CIBR and NBCIR extracts sent to the User by post, cash on delivery.

5. The User takes note that the User Account may not be available nonstop considering, in particular, the necessary maintenance of the Internet Portal, the hardware and software of CRIF CZ, individual subsystems or, if applicable, third parties (e.g. bank payment gateways etc).

# Article 3 Application for Setting up the User Account, for Access Details and Conclusion of the User Account Agreement

1. A User Account shall be set up for the User based on an application for setting up a User Account and for sending the Access Details (hereinafter referred to as the "Application for Access Details"), which shall be filled in completely and correctly and delivered to CRIF CZ. The Application for Access Details is available in electronic form at https://klient.kolikmam.cz/Account/OnlineRegistration, or in paper form in the Client Centre, which is located at the address of the registered office of CRIF CZ. The User can also deliver a filled-in Application for Access Details through the information system of data boxes[1] to the data box of CRIF CZ (Company ID No.: 26212242, data box No.: r4qdcbe).

2. In the Application for Access Details as well as when ordering products and services through the User Account, the User is obliged to state solely his/her own, correct, true, complete and accurate data. The User is obliged to update the data stated in the Application for Access Details and within the User Account upon any change thereof in person in the Client Centre, via the operator of postal services (by post) with an officially authenticated signature and data box. CRIF CZ considers the data given by the User in the Application for Access Details, within the User Account and in ordering products and services via the User Account to be correct.

3. Based on the Application for Access Details completely and correctly filled in by the User, CRIF CZ shall register the User, generate the Access Details for the User and prepare a draft of the User Account Agreement and deliver everything, except for concluding the User Account Agreement in the Client Centre, to the User in the manner stated at https://kolikmam.cz/jak-se-zaregistrovat-na-kolikmamcz4. Both the registration and sending of the Access Details and the draft of the User Account Agreement are provided to the User free of charge.

5. The User Account shall be activated if the following conditions are met simultaneously:

a. CRIF CZ was delivered, within 90 days of the date when the draft of the User Account Agreement had been sent to the User, the User Account Agreement signed by the User,

b. The User has made the first log-in to the www.kolikmam.cz Web Interface within 180 days of the delivery of the User Account Agreement signed by him/her to CRIF CZ (hereinafter referred to as the "Time Limit for Activation").

6. Except for the situation under paragraph 9 of this article, the User is entitled to withdraw from the User Account Agreement without giving the reason within fourteen days of concluding it. Withdrawal is effective on the date of delivery of a written copy thereof to the address of the registered office of CRIF CZ.

7. The User is not entitled to withdraw from the User Account Agreement within fourteen days of entering into it in the event that a service or product in the form of digital content, not on a physical carrier, has already been supplied to him/her through the User Account by one of the Providers and/or by CRIF CZ in this period.

8. If the Time Limit for Activation has been passed in vain, i.e. the User has not activated his/her User Account in this period, CRIF CZ shall cancel the User Account. Should the User want to use the options of the User Account, he/she must deliver a new Application for Access Details to CRIF CZ.

# Article 4 Services in the User Account

Services in the User Account can be purchased separately; they include the following services:

a. Extracts from CIBR Register [CIBR GTC<sup>3</sup> link]

- b. Extracts from NBCIR Register [NBCIR GTC link]
- c. Joint extract from CIBR/NBCIR
- d. Extracts from REPI Register [REPI GTC link]
- e. NetAgent service
- f. Extracts from the Central Register of Executions [CRE GTC link]
- g. Multi-source extract from MůjKredit
- h. Kolikmam365 package, which contains the following services:
- Twice a joint extract from CIBR/NBCIR a joint extract from CIBR/NBCIR contains united information from CIBR and NBCIR Registers, and the User can procure it at any time during the subscription period;
- Annual subscription to the "Hlídám si, kolik mám" service in both CIBR/NBCIR Registers [CIBR GTC, NBCIR GTC]
- Current overview a current overview of key information from CIBR/NBCIR , including comparison against the previous month;
- Assessment it is assessment of the User's behaviour when repaying his/her obligations in CIBR/NBCIR during the last twelve months and its comparison in relation to the region and age group;
- Bank accounts free connection of up to four bank accounts of one bank from the EU[2].

#### Article 5 NetAgent Service

1. The NetAgent Service is a service provided by CRIF CZ to the User via the User Account, by e-mail or SMS, its object lies in comparing personal data: degree, name, surname, surname at birth, nationality, kind of identity document, identity document number, birth registration number, sex, date of birth, country and place of birth, address of the permanent residence, correspondence address, e-mail address, phone number, bank account, credit card number, IBAN (hereinafter referred to as the "**Personal Data of the NetAgent Service**") with a database of misused data. The NetAgent Service also involves monitoring above the Personal Data of the NetAgent Service in the internet environment (i.e. the worldwide system of interconnected computer networks) in order to prevent the misuse of personal didentity for credit fraud and other dishonest and illegal activities leading to the misuse of the Personal Data of the NetAgent Service, and the User Service being provided, via an online form when ordering the NetAgent Service, and the User is liable for their correctness, truth, completeness and currency.

2. The User may place an Order for the NetAgent Service (hereinafter referred to as an "Order") through the User Account. The User shall be sent a notification by SMS, e-mail or in the environment of the User Account's client zone of the fact that some event has been intercepted above the monitored data of the User or that a change has occurred in these data since the last time they were provided to the User (hereinafter referred to as a "NetAgent Service Output"). In order to send information whether there has been a change in the information in the NetAgent Service Output since the Order was sent or since the last NetAgent Service Output was provided, it is not necessary for the User to place another order for the NetAgent Service for the subscription period of the NetAgent Service. When creating an Order, the User is obliged to choose a manner in which he/she wants to receive a NetAgent Service Output, whether through the User Account, by e-mail or by way of SMS.

3. A NetAgent Service Output contains information on whether the Personal Data of the NetAgent Service are included in the database of misused data, and it also monitors and alerts the User in the event that there has been a change since the last time a NetAgent Service Output was provided to the User. Before creating an Order, the User is obliged to pay CRIF CZ the subscription to the NetAgent Service the amount price list available in as per the at https://klient.kolikmam.cz/Account/Logon?url=%2F, and the subscription is valid for one calendar year from it being credited to the account of CRIF CZ. After the subscription validity period elapses and if the User wishes to renew the provision of the NetAgent Service, he/she is obliged to create another Order for the NetAgent Service and to pay the subscription for another calendar year. CRIF CZ shall provide the User with a NetAgent Service Output on condition that the User's Order has been delivered to it, indicating the form in which a NetAgent Service Output is to be provided and stating complete, correct, true and up-to-date information in accordance with the Terms and Conditions. Where the Internet Portal is unavailable, CRIF CZ cannot provide a NetAgent Service Output to the User in the event that the User is requesting that a NetAgent Service Output is provided through the User Account.

4. An Extract from the NetAgent Service is not provided in paper form. CRIF CZ does not possess information on who has misused the User's Personal Data of the NetAgent Service; therefore, it is not able to provide such information to the User.

## Article 6 "MůjKredit" Multisource Extract

1. The User may submit an application for a MůjKredit Extract through his/her User Account. A MůjKredit Extract is a multisource extract that contains the results of verification of the Personal Data in various sources into which the application is sent. It involves:

- a. CBCB, CNCB, REPI
- b. Central Register of Executions
- c. Ministry of the Interior of the Czech Republic
- d. Internal databases of CRIF CZ, where it is verified as to whether the address is located at a virtual address or at the address of a Municipal Authority, or whether the natural person is also a natural person entrepreneurs, whether he/she is the owner of a company or a governing body.

2. The User's identification data shall also be submitted together with the Application, as they are stated in the profile of his/her User Account. The User is responsible for the fact that these data are complete, correct and true.

3. If CRIF CZ finds out that the data provided to it with the Application are not complete, true and/or correct, it shall inform forthwith the User of it and has the right to reject the User's Application.

4. A MůjKredit Extract shall be provided in some of the two forms that the User chooses (electronic or paper form).

5. An electronic MůjKredit Extract shall be delivered to the User to his/her User Account or through the information system of data boxes. CRIF CZ shall ensure that a paper MůjKredit Extract is delivered via a postal licence holder (by post) personally to the User or that this Extract is given to the User in person in the Client Centre. If the User has chosen to receive a MůjKredit Extract in paper form, the MůjKredit Extract shall be given to him/her against the payment of a fee (the consignment shall be sent "cash on delivery").

6. If the User finds out that a MůjKredit Extract contains data that are untrue or incorrect, he/she is entitled to report this fact to CRIF CZ and demand correction of such data from CRIF CZ. Such a finding does not entitle the User to return the MůjKredit Extract back to CRIF CZ and does not cause the User to become entitled to a refund of the fee paid for the MůjKredit Extract.

7. To report the finding of untrue or inaccurate data in the CIBR, NBCIR or REPI Registers and to demand their correction, the User is obliged to use the "Request for Correction" form and to deliver it in person or electronically to CRIF CZ.

8. The request for correction must be filled in completely, correctly and truthfully and signed by the User. If the request for correction concerns a correction of the User's personal data, it must include an officially authenticated signature of the User if sent by post.

9. CRIF CZ shall respond to the Request for Correction by the User within one month of the date when the Request for Correction was delivered to CRIF CZ, in the manner stipulated in the Request for Correction by the User himself/herself.

#### Article 7 Change in Access Details, Updating Data and Cancellation of the User Account

1. The User is entitled to change his/her password for access to the User Account at any time. A change can be effected through a special online form which is available within the User Account.

2. The User is obliged to update the data given in the Application for Access Details and within the User Account upon any change of them.

Updating the mandatory items of the Application for Access Details (with the exception of the e-mail address, fixed-line phone number and mobile phone number, identity document number and type, address of the permanent residence, correspondence address) is possible solely in person in the Client Centre, or in writing by way of a request with an official authenticated signature sent by a postal services operator (by post).

3. CRIF CZ as the operator of the Internet Portal may cancel the User Account, particularly in the following cases:

- a. The User asks for cancellation of the User Account in writing,
- b. The User violates his/her obligations from the User Account Agreement, incl. the Terms and Conditions,
- c. The User has failed to activate the User Account under paragraph 5 of article 3 of the Terms and Conditions.

## Article 8 Protection of Personal Data and Sending of Business Communications

1. The protection of the personal data of a User that is a natural person is provided by Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 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 (hereinafter referred to as "General Data Protection Regulation").

2. CRIF CZ shall be processing the following personal data of the User: name, surname, nationality, type of identity document, identity document number, birth registration number, sex, date of birth, place of birth, address of the place of residence, e-mail address, phone number (hereinafter referred to as the "**Personal Data**").

CRIF CZ also processes data on the User's birth registration number; pursuant to applicable legislation, it is possible to use the birth registration number only based on prior consent. Under legal regulations, the User is not obliged to grant such consent. However, the birth registration number forms, together with other data on the User, a unique complex of data that serves for reliable identification of the User in the Internet Portal, thereby efficiently preventing possible confusion with a different person registered in the Internet Portal. Therefore, the provision of the User's birth registration number is considered an important requisite in order that the data on the User may be included in the database of the Internet Portal and processed efficiently within it. For this reason, when entering into the User Account Agreement, the User's birth registration number within the Internet Portal, including the purpose, period and manner of its processing, issues concerning its security etc are fully governed by what is stipulated in the other parts of these Terms and Conditions.

3. The lawful basis for processing the Personal Data in the Internet Portal is (a) the fulfilment of an agreement a party to which is a data subject, or for the implementation of measures adopted before the conclusion of the agreement, and (b) consent to the processing of the Personal Data in the event that the birth registration number of a natural person is being processed, and consent with respect to the sending of information and commercial communications from the Providers. In connection with entering into the User Account Agreement, making use of the User Account and services and/or products offered via the Internet Portal, CRIF CZ shall be processing the Personal Data for the following purposes:

- a. exercise of rights and discharge of obligations arising from the User Account Agreement,
- b. execution and support of orders for services and/or products by the Providers,
- c. sending of information and commercial communications to the User.

4. CRIF CZ as the controller of Personal Data for the abovementioned purposes also authorises CRIF S.P.A., based in Via M. Fantin 13, 40131 Bologna, Italy (hereinafter referred to as "**CRIF**"), as the processor and to carry out some activities for CRIF CZ under a contractual relationship that are associated with the administration of the Internet Portal.

5. In connection with item b) of paragraph 3 of this article and for the purpose stated therein, the User authorises CRIF CZ to pass his/her Personal Data on to the Providers.

6. The User acknowledges that he/she is obliged to state his/her Personal Data (during registration, in its User Account, when placing an order from the www.kolikmam.cz Web Interface) correctly and truthfully and that he/she is obliged to inform CRIF CZ without undue delay of any change in his/her Personal Data.

7. The User confirms that the Personal Data are accurate and that he/she has been advised on the fact that this is voluntary provision of the Personal Data.

8. CRIF CZ may authorise a third party as a processor to process the User's Personal Data. Without the User's previous consent, his/her Personal Data shall not be passed on to third parties. This is without prejudice to paragraphs 4 and 5 above.

9. For the purposes mentioned above, the Personal Data shall be processed for the term of the User Account Agreement and for a period of another three years following its termination. Once the relevant period elapses, the processing of such information (data) is restricted (this means that they are put into such a state that makes them inaccessible and they cannot be processed); after the elapse of a period of restriction of five (5) years, the information (data) shall be automatically erased.

10. The Personal Data shall be processed in electronic form by automated means, or in printed form by non-automated means.

11. CRIF CZ represents and warrants that all the entities involved have adopted appropriate measures in order to prevent unauthorised or accidental access to the User's Personal Data, their alteration, destruction or loss, unauthorised transmission, unauthorised processing as well as other misuse of such Personal Data.

These measures include, in particular:

- a. the transmission of information through private lines that prevents unauthorised access to the information;
- b. data encryption during the transmission of information.

12. The processing of information in the Internet Portal does not involve passing Personal Data on outside the territory of the European Union.

13. The Client Centre serves as a contact point where the User can turn to with requirements associated with the processing of the Personal Data in the Internet Portal. The Client Centre provides, in particular, the following services to the User:

- - it informs the User of the data concerning the User that are being processed in the Internet Portal (in accordance with the requirements of the General Data Protection Regulation);
- it serves as a point where the User can submit requests for information on what data concerning him/her are being processed in the Internet Portal;
- it serves as a place for the User to make possible complaints or comments in connection with inaccurate data that are being processed in the Internet Portal;
- - it serves as a place for the User to exercise other rights arising from the General Data Protection Regulation.

14. Based on the obligations laid down by the General Data Protection Regulation, the User has rights arising from applicable provisions of the General Data Protection Regulation. The User can exercise these rights in the Client Centre:

*Right of access to Personal Data*: The User has the right to ask CRIF CZ for confirmation as to whether or not the Personal Data are being processed; where that is the case, the User has the right to obtain access to the Personal Data and to specified information. In such a case, CRIF CZ shall provide the User with a copy of the Personal Data being processed in the form of an extract from the Internet Portal database, once in a current year free of charge; otherwise against the settlement of material costs.

*Right to rectification*: The User has the right to obtain from CRIF CZ without undue delay the rectification of inaccurate Personal Data it processes concerning the User within the Internet Portal. The User also has the right to have incomplete Personal Data completed, including by providing a supplementary statement.

*Right to erasure ("right to be forgotten"):* The User has the right to obtain from CRIF CZ the erasure without undue delay of the Personal Data where one of the grounds set out in the General Data Protection Directive applies (e.g. the Personal Data being processed are no longer necessary for the stipulated purposes or their processing is unlawful).

*Right to restriction of processing:* The User has the right to obtain from CRIF CZ restriction of the processing of the Personal Data where one of the grounds set out in the General Data Protection

Regulation applies (e.g. because the Personal Data being processed are inaccurate or their processing is unlawful).

*Right to data portability*, i.e. the right to receive Personal Data (that concern the User, which the User has provided to CRIF CZ, in a structured, commonly used and machine-readable format) and the right to pass the data on to another controller without CRIF CZ hindering that.

*Right to lodge a complaint*: if the User believes that the processing of the Personal Data in the Internet Portal infringes applicable legislation, especially the General Data Protection Regulation, the User may lodge a complaint with: Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Prague 7, www.uoou.cz

CRIF CZ shall provide the User with the required information and documents and/or information on measures taken without undue delay but no later than one (1) month from the date of delivery of the User's request. In some cases, however, this period may be extended, and CRIF CZ shall notify the User of that. If it is not possible to comply with the User's request, CRIF CZ shall inform the User of this fact and the reasons and give him/her advice on his/her other rights (on the right to lodge a complaint and the right to judicial protection).

If necessary, CRIF CZ is entitled to ask the User for additional information in connection with his/her request to confirm the User's identity. If CRIF CZ is unable to establish the User's identity, it usually cannot comply with his/her request.

The User may exercise the abovementioned rights free of charge. Should requests submitted be manifestly unfounded or excessive, especially because they are repetitive, CRIF CZ may demand a reasonable payment from the User or may refuse to comply with the User's request.

15. On grounds relating to a particular situation, the User has the right to object at any time to the processing of Personal Data concerning him/her. CRIF CZ shall no longer process the Personal Data unless the User demonstrates compelling legitimate grounds for the processing which override his/her interests or rights and freedoms or for the establishment, exercise or defence of legal claims. As regards the procedure for exercising the right to object, the abovementioned rules laid down for the exercise of other rights apply equally.

16. If the User cannot resolve his/her matter through the Client Centre, he/she can also contact the CRIF CZ data protection officer via poverenec@crif.com.

17. When entering into the User Account Agreement, the User shall be asked for consent to the use of his/her Personal Data for the purposes of sending information related to the Providers' products and services and commercial communications from the Providers through a message sent to the e-mail address and/or to his/her correspondence address that the User stated in the User Account Agreement. In this connection, CRIF CZ informs the User that under legal regulations he/she does not have the duty to grant such consent.

#### Article 9 Common and Final Provisions

1. The User takes note that the software and other components that make up the www.kolikmam.cz Web Interface are protected by Act No. 121/2000 Coll., on copyright, rights related to copyright and on amendment to some acts, as amended (hereinafter referred to as the "**Copyright Act**"). The User undertakes not to pursue any activity that may enable him/her or third parties to intervene in or use the software or other components making up the www.kolikmam.cz Web Interface without authorisation.

2. When using the www.kolikmam.cz Web Interface, the User may not use mechanisms, software or other procedures that may have a negative effect on the operation of the www.kolikmam.cz Web Interface. The User may only use the www.kolikmam.cz Web Interface to such an extent that is not to the detriment of the rights of the other users of CRIF CZ or the Providers and that is consistent with its intended purpose.

3. The User takes note that neither CRIF CZ nor the other Providers bear liability for errors occurring as a result of third-party intervention into the Internet Portal or as a result of the Internet Portal being used contrary to its intended purpose.

4. CRIF CZ archives the Terms and Conditions in electronic form. The User Account Agreement is archived in paper form.

5. If the relation arising from the User Account Agreement contains an international element, the Parties agree that the relation is governed by Czech laws.

6. If some of the provisions of these Terms and Conditions is or becomes invalid or ineffective, the invalid provisions shall be replaced by a provision the meaning of which is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions. CRIF CZ reserves the right to alter the text of the Terms and Conditions unilaterally and shall inform the User of it by a message sent to the e-mail address that the User stated in the User Account Agreement, no later than fifteen days before the date on which the alteration to the Terms and Conditions, he/she is entitled to terminate the User Account Agreement with one month's notice. This does not affect the rights and obligations that have arisen during the effective period of the previous wording of the Terms and Conditions. Changes and amendments to the User Account Agreement require written form.

# Article 10 Entity for Out-of-Court Dispute Resolution

1. In the event that a dispute arises from the www.kolikmam.cz User Account Agreement which cannot be resolved by mutual settlement, the User may file a proposal for out-of-court resolution of such a dispute with an entity for the out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate – ADR Dept., Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz, website: www.adr.coi.cz.

2. The User can also use the online dispute resolution platform, which has been set up by the European Commission at http://ec.europa.eu/consumers/odr/.

## Article 11 Contact Details of the Client Centre

Contact details of the Client Centre:

- a. E-mail: helpdesk@kolikmam.cz;
- b. Phone: 844 111 777
- c. Address: Štětkova 1638/18, Prague 4, 140 00

<sup>3</sup> GTC – General Terms and Conditions

<sup>[1]</sup> In accordance with Act No. 300/2008 Coll., on electronic acts and authorised document conversion, as amended.

<sup>[2]</sup> Directive of the European Parliament and of the Council (EU) 2015/2366 of 25 November 2015 on payment services in the internal market