

# Licence Terms and Conditions of Use of Applications Provided by Komerční banka, a.s.

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## 1. Manner of Execution of the Licence Contract

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- 1.1 The Licence Contract shall be executed (entered into) by (i) downloading an Application, or (ii) downloading an Update as long as the Client shall have downloaded the Application before the Licence Terms and Conditions become effective. In the latter case the Licence Contract shall supersede, in their entirety, any and all previous arrangements, contracts, and agreements, whether written or oral, governing the use of the Application that were entered into by and between the Bank and the Client prior to downloading the Update.
- 1.2 If the Client does not agree to the Licence Terms and Conditions, he/she shall not be entitled to use the Application or download an Update.
- 1.3 The Client shall not incur any costs in relation to the Bank for the use of remote means of communication as a result of the Licence Agreement.
- 1.4 The data on the execution of the Licence Contract is not stored by the Bank and therefore cannot be accessed.

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## 2. Using the Applications

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- 2.1 By entering into the Licence Contract, the Bank shall grant the Licence to the Client free of charge.
- 2.2 The Bank shall grant the Licence to the Client for the term of the Licence Contract.
- 2.3 The Bank shall grant the Licence to the Client for the purpose of using an Application, in particular to use the products and services of the Bank, Bank's Financial Group Members, and third parties.
- 2.4 The Bank shall be entitled to disable, modify and/or make unavailable an Application or any part thereof at any time for any reason whatsoever.
- 2.5 The Bank shall be entitled to issue Updates even without the Client's consent.
- 2.6 An Application may not be fully functional unless the relevant technical criteria set out on the Internet Pages are met and the current version of the Application is used. In addition, access to an electronic communications network is required for the proper operation of the Application (e.g. mobile telephone networks, Wi-Fi networks, wired internet connection, etc.).
- 2.7 The Client shall be entitled to utilise an Application exclusively for his/her personal use.
- 2.8 The Client shall not be entitled to grant to a third party a sub-licence to use an Application.
- 2.9 The Client shall not be entitled to assign the Licence to a third party.
- 2.10 The Client shall not be entitled to rent or lend an Application.
- 2.11 The Client shall not be entitled to decompile, modify, process, translate or otherwise alter an Application, any part thereof or the databases contained in the Application, even for the purpose of correcting defects or ensuring interoperability of the Application.
- 2.12 The Client shall not be entitled to create any product (e.g. software) derived from an Application or any part thereof.
- 2.13 In the event that the Client fails to download an Update, he/she shall be entitled to use the latest previous version of the Application. At the same time the Client agrees that the Provider shall not be responsible for the proper functioning of the Application (e.g. availability of certain functions in the Application). The Client also agrees that if he/she fails to download the Updates, the Bank may block earlier versions of the Application at any time and at its sole discretion.
- 2.14 When using an Application, the Client shall act in such a manner that neither he/she nor the Bank shall suffer any damage resulting from the use of the Application.

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## 3. Third Party Products

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- 3.1 The Bank shall not grant a Licence to Third Party Products.
- 3.2 The Client shall be obliged to comply with the terms of use of Third Party Products.

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## 4. Compensation for Damage and Rights Arising from Defective Performance

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- 4.1 Since the Licence is provided free of charge, the provisions of the Civil Code<sup>1</sup> on defective performance and the Client's rights arising from defective performance shall not apply. If the Client is not a Client–Consumer, the Client and the Bank agree, with regard to the terms of the Licence, that the Bank shall not be liable for any damage caused to the Client by the breach of the Bank's obligations, including a damage caused by a defect in the Application. The exclusion of the Bank's liability for a damage shall not apply if the Bank causes the damage intentionally or through gross negligence, or in the case of other damage where the Bank is liable under the governing law of the Licence Contract and where the Bank's obligation to compensate for such damage cannot be excluded by an agreement between the Bank and the Client.
- 4.2 In the case of a Client–Consumer, the relevant provisions of applicable law shall apply to the exercise of rights arising from defective performance<sup>2</sup>.

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## 5. Changing the Licence Terms and Conditions

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- 5.1 The Bank shall be entitled to change the Licence Terms and Conditions unilaterally, to the extent appropriate. The new version of the Licence Terms and Conditions shall be posted on the Bank's intranet site and the Client shall be notified of the change by displaying a link to the site where the new version is posted before downloading the Update in the Application. If the Client does not agree with the changes, he/she shall be entitled to reject them and subsequently terminate the Licence Contract in writing within a notice period of one (1) month. If the Client fails to do so, he/she shall be deemed to have agreed to the proposed changes to the Licence Terms and Conditions.

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## 6. Personal Data Protection

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- 6.1 Detailed information on the processing of personal data and related rights is available on the Bank's website in the document entitled "Information on Personal Data Processing".

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## 7. Governing Law

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- 7.1 The legal relationship between the Bank and the Client shall be governed by the law of the Czech Republic.
- 7.2 The Client and the Bank shall make reasonably diligent effort to settle any controversy between them amicably, taking into account justified interests of both the Client and the Bank. Unless the Client and the Bank have agreed otherwise, possible disputes shall be resolved by Czech courts.
- 7.3 The Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)) or a body authorised by the Ministry of Industry and Trade and posted on its website ([www.mpo.cz](http://www.mpo.cz)) shall be the appropriate body authorised to decide out of court any and all consumer disputes concerning financial services.

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## 8. Termination of the Licence Contract

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- 8.1 The Licence Contract shall expire on the date of termination of the contract entered into by and between the Bank and the Client, under which the Bank allows the Client to use the Application.
- 8.2 The Licence Contract shall expire upon expiration of the notice period in accordance with Article 5.1 hereof.
- 8.3 The Client–Consumer agrees not to cancel the Licence Contract within fourteen (14) days of downloading the Application because the Application shall have been delivered and the Licence granted by the Bank prior to the expiration of the cancellation period, while the Client is entitled to use the Application immediately after downloading.
- 8.4 The Client shall be obliged to discontinue use of the Application and remove the Application from his/her Device no later than the date of termination of the Licence Contract.

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## 9. Effectiveness

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- 9.1 These Licence Terms and Conditions come into effect as of 25 April 2023.

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<sup>1</sup> Section 1914 seq. of Act No. 89/2012 Coll., the Civil Code, as amended.

<sup>2</sup> In particular Section 1914 seq. of Act No. 89/2012 Coll., the Civil Code, and Act No. 634/1992 Coll., the Consumer Protection Act, as amended.

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## 10. Definitions of Terms

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10.1 Capitalised terms used herein shall have the following meaning:

**“Application”** shall mean any and all Applications and their Updates developed and offered by the Bank to the Clients, in which the Bank holds copyrights and which are and shall be, at any time in the future, available to the Clients for download on the Internet, in particular on Google Play, Testflight, App Store, and/or AppGallery. The Bank provides the Applications to the Clients for free download.

**“Bank”** shall mean Komerční banka, a.s., registered office at Praha 1, Na Příkopě 33/969, Postal Code: 114 07, IČO (Company ID): 45317054, entered in the Commercial Register kept with the Municipal Court in Prague, section B, insert 1360. Hotline: 800 521 521, 955 551 505. E-mail: kbplus@kb.cz. Web page: www.kb.cz.

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

**“Client”** shall be any person who has downloaded an Application or Update.

**“Client–Consumer”** shall mean a natural person who executes and performs the Contract for purposes not associated with his/her business or job activities.

**“Internet Pages”** shall mean Bank’s website www.kb.cz.

**“Licence”** shall mean a non-exclusive, royalty-free, time-limited, and geographically unrestricted licence to use an Application.

**“Licence Contract”** shall mean a contract entered into by and between the Client and the Bank for the period of duration of the Bank’s copyright in an Application, the subject of which is granting the Client a Licence to use the Application. The Licence Contract shall be an integral part of the Licence Terms and Conditions.

**“Licence Terms and Conditions”** shall mean these terms and conditions posted on the Bank’s intranet site.

**“Third Party Product”** shall mean a product of any entity other than the Bank that may be part of an Application (e.g. codes, frameworks, libraries, modules, application interfaces, tools, graphical objects, etc.), which is protected by the intellectual property rights of such entity and the use of which is subject to the terms and conditions posted on [www.kb.cz/cs/nase-aplikace/kb-plus#3-Licencni-podminky-tretich-stran](http://www.kb.cz/cs/nase-aplikace/kb-plus#3-Licencni-podminky-tretich-stran).

**“Update”** shall mean, in particular, updates and/or upgrades that may include bug fixes, patches, new features, plug-ins, and/or new versions of an Application. The Bank provides the Updates to the Clients for free download.