Dear clients,

Cataps s.r.o. company (hereinafter referred to as KB SmartPay) highly appreciates your trust in our products and services, and, in compliance with the legal requirements stated in the text, provides information about client data processing and its basic principles, the individual purposes of processing (including collected consents introduction), and about the rights and obligations of both the clients and KB SmartPay.

1. Principles of Client data processing in KB SmartPay

1. HOW IS THE FIELD OF PERSONAL DATA PROTECTION REGULATED?

In “Client data” processing, i.e., personal data on natural persons and personal data on legal persons, KB SmartPay follows the legislation of the Czech Republic, notably the Act. No. 101/2000 Coll., on the Protection of Personal Data, Act No. 89/2012 Coll., Civil Code, Act No. 480/2004 Coll., on certain Information Society Services, and Act No. 253/2008 Coll., on selected measures against legitimisation of proceeds of crime and financing of terrorism.

2. IS THERE A LIST OF BASIC RULES WHICH KB SMARTPAY FOLLOWS WHEN HANDLING CLIENT DATA?

KB SmartPay is aware of its obligations towards its clients and of its responsibility in Client data processing, and furthermore declares that it abides by the following basic principles in particular. KB SmartPay:

- protects all information about its clients in compliance with strict norms of confidentiality and personal data protection;
- keeps Client data throughout the whole period of its processing under full control and ensures mainly its protection against abuse or other wrongful intervention from third parties;
- obtains personal data only to an extent which is absolutely necessary and carries out its processing exclusively for the purposes defined by law or by the client’s consent, and always makes sure that the privacy and private lives of the clients are protected;
- keeps personal data in their most accurate form and updates it continuously; any time allows clients to be informed about their personal data that are processed (unless prohibited by law) and corrects obsolete or imprecise personal data;
- stores personal data only for the period necessary for the purpose of its processing. In some cases, the period of data preservation is defined directly by law or by consent.

3. IS THERE A DIFFERENCE BETWEEN THE DATA PROTECTION FOR NATURAL PERSONS AND LEGAL PERSONS?

Data for individual entrepreneurs and self-employed persons (hereinafter referred to as “personal data”) are protected by the requirements stipulated by the Act on Protection of Personal Data. However, as far as security is concerned, KB SmartPay also uses the same level of protection for the data of legal persons. Moreover, the rule regulating the electronic dissemination of business communications applies to all Client data.

2. Purposes and ways of Client data processing

1. WHAT ARE THE PURPOSES OF CLIENT DATA PROCESSING BY KB SMARTPAY?

The necessity to distinguish the purposes of personal data processing is required by the Act on Protection of Personal Data. Therefore, each processing of personal data has its own purpose. The purposes of personal data processing are distinguished as follows:

- purposes to which Your consent is not required by legislation (see point 2.1.) – this applies mainly to processing within the fulfillment of the legal obligations of KB SmartPay, enabled by the law or essential for contract fulfilment, and the protection of KB SmartPay rights and interests protected by law;
- purposes for which personal data might be processed only on the basis of granting your voluntary consent (see point 2.2.).
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Note: The rules stated hereinafter apply adequately to the data of legal persons, consents in particular apply to both natural and legal persons.

2. HOW DOES KB SMARTPAY OBTAIN DATA THAT ARE FURTHER PROCESSED BY KB SMARTPAY?
Data processed by KB SmartPay are obtained in various ways. Most often, the data are provided directly by the client, for example within the negotiation on the conclusion of a contractual relationship. However, KB SmartPay processes, in lawful cases, data originating from other sources (e.g., from other Administrators – for definition, see point 2.2.1.5., rightfully published data).

3. AS A CLIENT, ARE YOU OBLIGED TO PROVIDE DATA?
It is mandatory for you to provide some Client data or documents when concluding a Contract on payment cards acceptance (further more referred to as "Contract") or trade execution with KB SmartPay. These are cases when the data is necessary to fulfill the lawful purpose of processing (i.e., the purpose of processing to which the consent is not required – see point 2.1.). If the data is not provided, it is not possible to conclude the contractual relationship or to continue in it, or the price of a product or a service might rise as a result of a higher trade risk ensuing from a lack of relevant information.

KB SmartPay is not an obliged entity in the best form of the Act on Selected Measures Against the Legitimisation of Proceeds of Crime and Financing of Terrorism, however, it fulfils the requirements of the Act in relation to you when concluding the Contract or when changing client service on behalf of the alliance partners, Komerční banka, a.s. or Worldline SA/NV companies (Herein referred to as "Alliance partners"). For more on Client data processing within the alliance see point 6.

Therefore, when concluding a contractual relationship or in its course, you might be asked to provide data necessary for the fulfilment of the obligation to identify and control the client pursuant to the Act on Selected Measures Against the Legitimisation of Proceeds of Crime and Financing of Terrorism. KB SmartPay collects such Client data also from appropriate identity cards (mainly from national identity cards, passports, birth certificates) as far as natural persons are concerned, and from a certificate of incorporation or founding documents as regards the legal persons, in the scope stipulated by the legislation to fulfill the obligation of identification. Foreigners, or eventually legal persons, may also be required to provide written references (e.g., from another bank) or an independent verification of the provided data.

The provision of certain data is entirely voluntary. This applies particularly to data processed in relation to granted consents (see point 2.2.)

4. MAY KB SMARTPAY MAKE A COPY OF AN INDENTITY CARD WITHOUT THE CLIENT’S APPROVAL?
A copy of an identity card may be made solely with the explicit consent of the identity card holder. KB SmartPay makes copies of identity documents primarily due to the obligation to prevent crime. Therefore, you will be asked not only to submit your identity document to collect the data mentioned in it (it is a legal obligation to obtain this data), but also to make a copy of this identity document. However, the consent of making a copy of an identity card or a passport is voluntary and you may refuse to grant it without any consequences. Withholding your consent does not mean that you shall not be asked to make a copy of your identity documents again in the future when concluding a contract or when changing your personal data. Nevertheless, you may repeatedly refuse to make a copy of your identity documents.

5. UNDER WHAT CONDITIONS IS KB SMARTPAY ALLOWED TO PROCESS THE NATIONAL IDENTIFICATION NUMBER?
KB SmartPay shall process the national identification number without your consent only if it acts on behalf of the Alliance partner when concluding a contract or within the customer service. National identification number processing for other reasons and for an individual KB SmartPay activity may be done solely on the basis of your consent.

6. HOW LONG MAY KB SMARTPAY STORE PERSONAL DATA?
KB SmartPay is obliged to store personal data only for the time which is adequate for the purpose for which your data are processed. The processing period is either directly defined within the consent (e.g., 4 years from the end of the last contractual relationship according to General Business Terms and Conditions), it ensues directly from the given specific purpose, or it is defined by a statutory requirement to store information.

2.1. Client data processing without the client’s consent
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1. WHEN MAY KB SMARTPAY PROCESS DATA WITHOUT THE CLIENT'S CONSENT?
Client data processing without the client’s consent may be done in the following cases:

a) Processing is necessary for the fulfilment of the legal obligations of the administrator
The legislation imposes on KB SmartPay some obligations that demand personal data processing. This applies in particular to accounting regulations.

b) Processing is allowed by a special legal regulation
The Act on the Protection of Personal Data allows transmitting data to persons who ensure the fulfilment of activities for KB SmartPay as processors, within the administrator-processor relationship. In these cases, the same protection of your data as at KB SmartPay is contractually guaranteed. The list of personal data processors is available at www.kbsmartpay.cz.

c) Processing is necessary for the fulfilment of the contract the contracting party of which is the data subject, or for negotiations on contract conclusion or contract amendment made on a proposal of the data subject.
To be able to conclude a contractual relationship, to ensure the fulfilment of mutual rights and obligations, or to negotiate on the change of a contractual relationship, it is necessary to process the personal data mentioned, for example, in the application for a specific product, in a draft contract and in other documents submitted during negotiations on contract conclusion or amendment to a contractual relationship, to conduct contract register and to update contracts and amendments of these, or to store data in the KB SmartPay systems. As mentioned above, a part of the processing at KB SmartPay is done by third parties – processors.

d) Processing necessary for the protection of rights and legally protected interests of the administrator, recipient or another person concerned
This category involves processing for a purpose of risk management to which KB SmartPay may be exposed. It further applies to collecting such data that is necessary to prove legal claim of KB SmartPay in case of its future questioning; typically in legal disputes, judicial proceedings, arbitration and so on. It is also important for KB SmartPay to prove that its actions in service provision are in accordance with legislation.

Furthermore, the law allows the processing of lawfully published data and processing for other purposes stipulated by the law. In some types of data processing, several purposes of processing are interconnected.

2.2. Client data processing with the client’s consent

2.2.1 “MARKETING CONSENT”

1. WHAT IS A “MARKETING CONSENT”?
Marketing consent is a consent with data processing for the purpose of improving customer care, executing Marketing activities, informing Administrators (explanation in the answer to question no. 4) on client solvency and credibility and for the purpose of analysing this data. Below you will find information on who the consent is granted for, how it is granted, for what data and what is the period of validity and revocability of the consent.

2. WHAT IMPACT DOES THE TRANSFER OF A PART OF THE BUSINESS FROM KB TO KB SMARTPAY HAVE ON THE MARKETING CONSENT?
Current clients – having a contract on payment card acceptance only:
As a result of the transfer of a part of the business focused on payment cards acceptance from KB to KB SmarPay during August or September 2016 (hereinafter referred to as "Transfer of a part of the business"), all the granted and valid consents remain valid, whereas KB and other administrators process – unless there is other existing contractual relationship between the client and other Administrators than the Contract to the effective date of the Transfer of a part of business – data for the purposes stated in the Marketing Consent. Such processing ensues from valid consents granted according the provisions of Article 3.3 and 28 of the General Business and Trade Conditions before the effective date of the Transaction, whereas the consents mentioned shall be valid for the period of 4 years from the effective date of the Transfer of the business.

Current clients – having other contracts with any of the Administrators:
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If there is another contractual relationship between the client and some of the KB Administrators to the effective date of the Transfer of a part of the business, KB and other Administrators shall process data for the above mentioned purposes mentioned in the Marketing consent on the basis of valid consents granted in accordance or the provisions of Article 3.3 and 28 of the General Business and Trade Conditions before the effective date of the Transfer of a part of the business.

New clients:
Clients who concluded the Contract after 30/05/2016, granted a standard Marketing consent by their signature of the Contract described in Article 28 of General Business and Trade Conditions of KB and explained in the document hereinafter.

3. WHAT DATA ARE PROCESSED FOR THE PURPOSES MENTIONED IN THE "MARKETING CONSENT"?

For these purposes, the following data are processed:

- **selected client personal data – natural persons**: identification data, particularly a name, surname, address, date of birth, national identification number, contact data for personal, written, telephone or electronic communication, business and organisational links to entrepreneurs, contact links, data characterising client’s solvency and credibility, including appropriate documents for their assessment, e.g., client’s financial statements, data describing business and marketing characteristics of the client, data provided by the client, data on Administrators services and products usage, data on access and usage of web pages (including data provided by the client, place and time of usage), data on payment and other financial operations and other financial indicators and statements. Personal data does not contain sensitive personal data in accordance to the Act on Protection of Personal Data,

- **all data on the client – legal person**, especially identification data, financial statements and other data characterising the client’s solvency and credibility and appropriate data for their assessment.

4. WHERE DOES THE PROCESSED DATA COME FROM?

Data processed within the "Marketing consent" is most often provided by the clients themselves. However, in many cases, Administrators create the data for further processing by themselves (ratio indexes, analyses). Nevertheless, they use other information that Administrators obtain about the client within their activities, from public services (e.g., published lists and registers, internet applications, other public information sources) or from third parties. All this data is processed all together by KB SmartPay and it may be mutually transmitted among Administrators.

This means, for example, that if the client submits a new national identity card and the data is updated, this data shall be transferred to other Administrators and the data shall be thereby updated at other Administrators as well.

5. WHO IS ALLOWED TO PROCESS DATA ON THE BASIS OF THE "MARKETING CONSENT" AND HOW?

"Marketing consent" is granted for all Administrators, i.e., KB, members of the KB Financial Group and some members of the SG financial group, as well as the IKS company. The main members of the KB and SG financial groups in the Czech Republic include the below mentioned companies. However, a complete and updated list of members of KB and SG financial groups in the Czech Republic may be found on [www.kb.cz](http://www.kb.cz):

- Komerční banka, a.s.
- Société Générale SA
- Komerční pojišťovna, a.s.
- Modrá pyramida stavební spořitelna, a.s.
- KB Penzijní společnost, a.s.
- ESSOX s.r.o.
- Factoring KB, a.s.
- SG Equipment Finance Czech Republic s.r.o.
- ALD Automotive s.r.o.
- Investiční kapitálová společnost KB, a.s.
- Cataps, s.r.o.

The shared consent enables Administrators to mutually transfer the selected Client data and to process it under the same conditions for given purposes by each of the administrators.
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6. WHY IS THE "MARKETING CONSENT" DEFINED AS A GROUP CONSENT?
"Marketing consent" is a group consent and from the client’s perspective, it functions as follows: if the consent is granted to one of the Administrators (e.g., in concluding contract with the ESSOX, s.r.o., company), the data may be transmitted automatically for the same purposes mentioned in the consent and processed by other Administrators, even if the client does not have a contract concluded with them. At the same time, it implies that the consent may be withdrawn from any of the Administrators and the withdrawal shall again apply to all of the Administrators.

It is not possible to limit the consent only to some purposes or to some Administrators. In such cases, we recommend not to grant the whole consent or to withdraw it.

7. WHAT DO INDIVIDUAL PURPOSES OF PROCESSING IN "MARKETING CONSENT" MEAN? WHAT DOES CARRYING OUT "MARKETING ACTIVITIES" MEAN?
- a set of activities leading to
  o knowing the Client’s situation, lifestyle and needs via identifying and assessing client’s ideas, options, specific needs and events;
  o informing Clients about products and services of the Administrator and selected business partners;
  o submitting a focused offer for the order, mediation or purchase of these; and,
  o evaluating data relevant to these purposes, including by electronic means.
- The category of "Carrying out marketing activities" thus includes a typical activity designed as an "offer of trade and services", or sending commercial communications by electronic means, i.e. for example by email or SMS.

"Improving customer care" means for example surveys and questionnaires on client’s satisfaction, processes leading to the simplification of activity towards the client, eventually more effective processes of KB SmartPay.

"Informing other Administrators about the solvency and credibility of the client and analysing this data" means activities and processes of exchange of information important for the client’s assessment.

8. HOW CAN THE "MARKETING CONSENT" BE GRANTED?
"Marketing consent" is stipulated in Article 28.3 of General Business Terms and Conditions (and in definitions in Article 36 relating to it) which form an integral part of a Contract or of an amendment to the Contract and contain a provision comprising instructions on consent granting with the reference to General Business Terms and Conditions. Most often, a consent is thus granted by a conclusion of a Contract or amendment to the Contract. The way of granting consent may differ with other Administrators.

9. HOW LONG IS THE "MARKETING CONSENT" VALID?
The consent is granted for the period of contractual relationship duration and is valid four years after the termination of the last contractual or other legal relationship between the Client and any of the Administrators. In practice, it means that if the Client terminates the contractual relationship with one of the Administrators, but at the same time remains the Client of at least one other Administrator (e.g., KB), all the Administrators shall continue to process the Client’s personal data according to the granted consent, until the end of a 4-year-period after the termination of the contractual relationship with the last Administrator.

10. HOW DO THE VOLUNTARINESS OF THE "MARKETING CONSENT" AND ITS REVOCABILITY WORK?
"Marketing consent" is voluntarily and the Client is entitled not to grant it or to withdraw it any time in relation to any Administrator. This does not mean that it is possible to specify an Administrator in relation to which the consent would be withdrawn, but it means that the withdrawal may be done with any of the Administrators. In practice this means that if you granted consent to KB SmartPay, you may withdraw it by expressing your will in writing at KB and the consent withdrawal shall be automatically effective in relation to KB, as well as in relation to KB SmartPay and other Administrators.

A consent withdrawal in relation to KB SmartPay must be made in writing. The required method of consent withdrawal may differ at individual Administrators and it is necessary to follow their instructions. In any case, withdrawal or not consenting at any of the Administrators shall automatically apply to all the Administrators. Not consenting when concluding a contractual relationship with one of the Administrators shall automatically lead to the withdrawal of the previously granted consent at all the other Administrators. Clients are not allowed to choose only certain Administrators which they would want to grant consent to and others to which they would not.

It may happen in practice that when concluding further contracts or their amendments with any of the above enumerated Administrators, the consent may be granted again by such a conclusion even if the Client has already withdrawn the consent or refused to grant it in the past. However, KB SmartPay as well as other Administrators shall...
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always respect your wishes to explicitly refuse to grant consent.

Please note that even though not granting consent has no influence on the service provision, by granting consent you gain many advantages, for example favourable customized offers in product campaigns.

### 2.2.3. Consent for international card companies, KB and KB SmartPay

By signing a Contract, the Client grants consent defined in Article 9 of Instructions for payment cards transactions. It is a consent with data transmission to international card companies for the purposes of promotion in their materials and for the purposes of payment card usage analysis (for this purpose, the consent is granted also in favour of companies specialising in payment card usage analysis). Furthermore, the consent accepts that a name and a surname or a trading company or a name or a registered office or a place of business, or the scope of business could be stated in KB SmartPay or KB materials containing a list of business places accepting payment cards.

The consent is voluntary and you may withdraw it any time. Nevertheless, consent withdrawal may cause a termination of your contract by KB SmartPay or KB.

### 2.2.4. Specific consents

Client data processing may also be carried out on the basis of a specific consent. Thereby we mean a consent with making, storing and using copies of documents and records of communication with the Client, including evidence and record of telephone calls. The specific consent is included in Article 3.3 of General Business Terms and Conditions and it is granted by signing a Contract. The consent is voluntary and you may withdraw it any time.

### 1. HOW DOES COOKIES PROCESSING WORK?

Cookies are short text files the server places into the user’s computer when loading a website. KB SmartPay uses cookies on its website and in accordance with the Act No. 127/2005 Coll. on Electronic Communications and on Amendment to Certain Related Acts, it fulfils the duty to notify in the document Conditions of Use of KB SmartPay Internet Page available on www.kbsmartpay.cz. This document also contains further detailed information on cookies.

### 3. Client data update – rights and obligations of clients

KB SmartPay has a legal obligation to update Clients’ data, therefore, you may be asked to confirm that your data is up-to-date. At the same time, you are entitled to ask KB SmartPay to correct the data if you find out that the processed data does not correspond to reality.

In compliance with some contractual documents (especially with Article 4 of General Business Terms and Conditions), You are also obliged to inform KB SmartPay about changes in your Client data, as well as about changes in data concerning persons acting in the name or on behalf of the Client. Correct and updated data makes negotiating with you easier, it enables KB SmartPay to react in time to a change in circumstances and prevents errors or misunderstandings caused by obsolete Client data.

### 4. Client’s rights in relation to personal data protection

If you ask KB SmartPay in writing, you are entitled, in compliance with the applicable legislation, to receive information about the processed personal data about you, the purpose and nature of personal data processing and information about recipients, or categories of recipients of the personal data.

If you find out or think that processing your personal data by KB SmartPay is in contradiction with the protection of your private and personal life, or in contradiction with the legislation, you are entitled to require an explanation from KB SmartPay, or to require KB SmartPay to remove the resulting defective condition.

Regardless of the previous provisions of this Article and in case of a breach of KB SmartPay duties, you have the right to contact the Office for Personal Data Protection and submit a request to ensure remedial measures.

### 5. A way of expressing disagreement with sending commercial statements via SMS or email
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As provided by law, KB SmartPay is obliged to visibly and clearly designate the commercial communication sent by electronic means (SMS, email) as a commercial communication and include a valid address where the addressee can directly and effectively send information stating that he or she does not want to receive commercial information from the sender any more.

Please send the request to withdraw consent to receive commercial communications via SMS, in accordance with Act No. 480/2004 Coll. on Certain Information Society Services, to the following email address: mojebanka@kb.cz (please state your name, surname and mobile phone number in the request). You can also go on a special website at https://www.kb.cz/cs/o-bance/vztahy-se-zakazniky/stiznosti-a-reklamace/nesouhlas-se-zasilanim-obchodnych-sdeleni.shtml designated to express disagreement with commercial communications.

Yet, expressing disagreement with receiving commercial communications does not have any impact on the "Marketing consent" validity. The "Marketing consent" remains valid, it is just not possible to send offers by SMS or email.

6. Alliance and client data processing

1. WHAT HAPPENS TO CLIENT DATA WITHIN THE TRANSFER OF A PART OF THE KB BUSINESS?

The following actions occur because of the Transfer of a part of the business, or to an Amendment to the Contract:

a) provision and transmission of relevant data that concern you and are liable to the rules stipulating banking secrecy, from KB to KB SmartPay, its bodies, employees, as well as affiliated entities and external suppliers that are enumerated on the List of Personal Data Processors which is regularly updated and available at www.kbsmartpay.cz, in relation to the Transfer of a part of the business and for its purposes, as well as for the purposes of services provision in the field of payment cards acceptance.

The transmitted data liable to the rules stipulating banking secrecy include mainly data collected by KB in accordance with Article 28 of General Business Terms and Conditions of KB in the version applicable until the effective date of the Transfer of a part of the business. In any case, only such data that is necessary for the provision of services in the field of payment cards acceptance and collected until the effective date of the Transfer of a part of the business.

b) KB SmartPay becomes a data administrator in relation to your data, information and records, on the basis of KB SmartPay’s accession to the Contract due to the effect of the Transfer of a part of the business, and KB becomes an administrator of the data on the basis of Bank accession to the Contract due to the introduced proposal intended to amend the Contract (hereinafter referred to as “Contract Amendment”). In accordance with conditions mentioned hereinafter, KB SmartPay and KB further process client data (including personal data) in the scope, in a way and under similar conditions and for similar purposes as KB under the Contract.

KB SmartPay and KB further process the data for the purpose of ensuring constant services under the Contract, and for other purposes stated in the Contract or in relevant legislation.

c) KB, KB SmartPay and international card companies process Client data after the effective date of Transfer of a part of the business, in accordance with Article 9.2 of the Instructions for Payment Cards Transactions.

d) The duration of Marketing Consent is explained in Article 2.2.1, question no. 2.

e) All rights of the data subject in relation to its data remain preserved.

2. HOW SHALL CLIENT DATA PROCESSING BE CARRIED OUT WITHIN THE ALLIANCE?

KB SmartPay is a part of a newly formed business alliance of Komerční banka a.s., and Worldline SA/NV companies which shall cooperate in offering and providing services and products of payment cards acceptance, under a common alliance designation KB SmartPay.

The exchange of data within the alliance shall be carried out in compliance with law, either on the basis and in the scope of valid consents, on the basis of an administrator – processor relationship in distributing products, providing
7. Closing provisions

Please find the current wording of this document at www.kbsmartpay.cz, you may also ask for it at any of the KB branches.

This document has been applicable since 01/06/2016 and comes into effect the day of the Transfer of a part of the company.