

Terms and Conditions of Personal Data Processing

I hereby understand and acknowledge that Equa bank a.s., Id. No. 47116102 (hereinafter the "Bank"), collects and processes personal data in the sense of Act No. 101/2000 Coll., on personal data protection, as amended,

1. in the scope of the information provided by me, including any third-party personal data provided in the underlying documents for the approval of a bank product or service;
2. for the purposes of negotiating a contractual relationship, identifying the applicant, and assessing the applicant's creditworthiness (in case of a loan product).

Such processing of personal data is carried out within the performance of the statutory duties of the Bank as a personal data controller. A failure to provide personal data will result in the impossibility to perform the contractual relationship.

The Bank shall store the personal data for the period stipulated by law, i.e. 10 years after the termination of the contractual relationship. If no contractual relationship is established, the Bank maintains personal data for the period specified in a consent, or for the period specified in the Information Memorandum of the Client Information Bank and Non-Bank Registers and in the Advice on Registers of the SOLUS Association.

I understand and acknowledge that the Bank will send, to the e-mail address or mobile telephone number which I specify in this application, any information concerning the contractual relationship with the Bank, i.e., e.g., information on approval, activation or blocking of an account/payment card, transactions effected via a payment card, the current account balance, etc., by means of non-encrypted messages, i.e. by e-mail or SMS message (including personal data). I hereby acknowledge that in case of a non-encrypted transmission, the Bank is not responsible for any protection of the contents in the event of unauthorised access by a third party during the transfer or upon delivery.

The personal data shall be processed directly by the Bank or other specialised external entity both in the Czech Republic and abroad (e.g. a person authorised by the Bank to perform its contractual obligations or statutory duties, including enforcement of the rights under contractual relationships with clients, a person with whom the Bank negotiates the assignment of receivables from the client or the assumption of the Bank's obligations *vis-à-vis* the client, or a person with whom the Bank negotiates in relation to the provision of bank products to clients) which also provides sufficient and credible guarantees of the technical and organisational arrangement of personal data protection. The data shall be processed in technically and physically secured electronic information systems.

The Bank shall publish a list of persons with whom the Bank negotiates in relation to the provision of bank products to the clients, in each case with specification of the relevant purpose for the transfer and processing of the personal data, as well as any change in the list, at its branches and on its

website at www.equabank.cz. This shall in no way prejudice the Bank's responsibility to the clients in relation to the processing of personal data by third parties set out in this document. Personal data of a natural person may be disclosed under certain conditions to governmental authorities (courts, police, notaries, tax authorities, etc., within the performance of their statutory competence) or the Bank may provide them directly to other banks within the scope stipulated by a special law or through third parties established with a view to keeping client registers.

I understand and acknowledge that the Bank is entitled to contact me by telephone from 8:00 a.m. to 10:00 p.m. The Bank is entitled to record any communication between the Bank and me through any available technical means. I further acknowledge that for a reasonable period of time, but at least for the term of any Contract made by and between me and the Bank, the Bank will archive all the communication recorded made by the Bank. I understand and acknowledge that the Bank is entitled to record its communication with me without any further prior notice. In this respect, the Bank agrees to protect the recorded data against any misuse.

I voluntarily agree that the Bank may offer bank products and other transactions and services to me, including third-party products and services arranged by the Bank. By specifying my e-mail address or mobile phone number, I agree that the Bank may inform me of the bank products and other transactions or services offered by the Bank, or changes therein, by means of electronic communication / remote communication. Messages sent by electronic means may be designated by the abbreviation "OS" or "OSEQUA" (*i.e. CC or EQUACC*), replacing the title "Equa bank commercial communication". This consent is granted for the term of the contractual relationship and 3 years after the termination thereof. I may revoke this consent at any time in writing without any consequences for the current or future contractual relationships between myself and the Bank.

I am hereby informed of my right to access (for a fee set out on the Bank's website) my personal data collected by the Bank, as well as other rights stipulated in Section 21 of Act No. 101/2000 Coll., on personal data protection, especially of my right to request explanation and correction of inaccuracies.

Capitalised terms not defined herein shall be interpreted in conformity with their definitions included in the General Terms and Conditions of Equa bank a.s.