

Agreement on the provision of certification services

První certifikační autorita, a.s., Podvinný mlýn 2178/6, Prague 9, Id. No.: 264 39 395, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, insert 7136 (hereinafter „I.CA“), represented by Ing. Petr Budiš PhD, general director on one side

and

Maxmilián Mikolasek, 07.06.1980
(First name, surname and birth identification number (BIN) or date of birth)

(Hereinafter referred to as “the applicant”) on the other side

The subject of the Agreement is the issuance of a certificate of the type listed below. The certificate is issued in accordance with Regulation No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (hereinafter also “eIDAS”).

Certificate Type:	Qualified certificate for electronic signature
Certification Policy:	Certification policy for issuing qualified certificates for electronic signatures (RSA algorithm)
Certificate Number:	10101697
Certificate Validity:	25.04.2024 - 07:33:33 GMT - 25.05.2024 - 07:33:33 GMT
Certificate Entries:	
Common name	Maxmilián Mikolasek
State	CZ
Organization name	První certifikační autorita, a.s.
First name	Maxmilián
Surname	Mikolasek
Serial number	ICA - 10078211

I. Issuance and Use of Certificate

1. The issuance and use of the certificate, rights and obligations and all other relationships not regulated by this Agreement are governed by the valid Certificate Policy document (hereinafter referred to as “CP”) specified above, which is accessible in electronic form via the address www.ica.cz.

2. I.CA will issue initial certificate based on this Agreement.

3. Before the expiration of the first and each subsequent certificate issued on the basis of this Agreement, the applicant will be notified of the possibility to request the issuance of a subsequent certificate in accordance with the relevant CP. If they do so, this agreement applies to all subsequent certificates issued. A subsequent certificate can be issued if the information stated in the original certificate has not changed.

4. The initial certificates can only be accepted after presenting a valid Agreement, namely at the time and place of submission of the request for the issuance of the certificate (hereinafter referred to as the “Application”). All subsequent certificates issued under this agreement will be available electronically.

5. By signing this Agreement, the applicant confirms that he has been informed about the exact conditions for using trust services in accordance with the eIDAS regulation through the documents CP, Report for users and Conditions for requesting the issuance of a certificate remotely, which are available at www.ica.cz.

II. Responsibilities of I.CA

1. I.CA undertakes to verify the correctness and uniqueness of the applicant's identification data specified in the certificate using the appropriate means and methods specified in the valid CP.

2. On the basis of a certificate revocation request, the I.CA shall revoke the validity of the certificate maintained at the I.CA under the unique name of the applicant for the certificate. Revocation is confirmed to the applicant by indicating the serial number of the certificate in the list of revoked certificates (CRL), which I.CA regularly issues in accordance with the valid CP.

3. I.CA provides support to the applicant on the website www.ica.cz according to the valid CP and also provides support in resolving errors arising in connection with the use of certificates at the e-mail address hotline@ica.cz.

III. Responsibilities of the applicant

1. The applicant undertakes to comply with the valid CP when using the relevant data for the creation of electronic signatures and certificates. The identification of a valid CP is always indicated in the issued certificate.

2. The applicant undertakes not to misuse the relevant data for the creation of electronic signatures and the certificate in an action that is contrary to the applicable legal order The Czech Republic or the purpose for which this data was created and the certificate was issued.

3. The applicant undertakes to inform the I.CA that there is a risk of misuse of his data for the creation of an electronic signature according to the eIDAS regulation, or that the data specified in the valid certificate issued by him has become invalid, and at the same time requests for the revocation of the validity of the relevant certificate in the manner indicated in valid CP.

4. In accordance with Articles 6, 7 and 9 of the General Data Protection Regulation (GDPR), the applicant for the purpose specified in Article IV. paragraph b) processing grants express consent to the processing of a special category of personal data - a facial image and a personal document (identity card or passport).

IV. Limitation of I.CA's Liability and Extraordinary Measures

1. I.CA is not responsible for damage to property incurred by the applicant or third parties as a result of the applicant's breach of obligation under Part III. of this agreement or in connection with this violation, or the provision of incorrect data in the Application or in the Protocol for submitting a request for the issuance of a certificate.

2. If the applicant grossly violates his obligations under Part III, paragraphs 1 and 2, I.CA is entitled to revoke the issued certificate. In addition, the certificate may be invalidated for other reasons listed exhaustively in the valid CP. The applicant does not have the right to compensation for any property damage caused by the justified revocation of the certificate.

V. Ministry of Labour and Social Affairs client identifier

1. The applicant acknowledges that the Ministry of Labour and Social Affairs (hereinafter referred to as the "MPSV") conducts pursuant to Act No. 117/1995 Coll., on State Social Services, as amended (hereinafter referred to as the "State Social Services Act"), an information system on state aid benefits and their amount, on beneficiaries of these benefits and applicants for these benefits (hereinafter referred to as "clients of the MPSV") and persons jointly assessed with them (hereinafter referred to as "information system of the MPSV").

2. The applicant - client of the MPSV or the future client of the MPSV confirms with his signature that the MPSV, if he has applied for it, has been assigned a client identifier of the MPSV and Communications by I.CA, which is located in a qualified certificate and serves exclusively to verify the identity of the applicant - client MPSV in the information system of the MPSV during electronic communication - the client of the MPSV and the MPSV. In the event that the applicant has not applied for such a request, by his signature he acknowledges that such legal proceedings for the possibility of electronic communication with the MPSV in his information system must be made after the conclusion of this contract.

VI. Final Provisions

1. This Agreement becomes valid on the date of signature and effective on the date of acceptance of the certificate. The Agreement is terminated by the written agreement of the contracting parties or by the expiration of the last certificate issued on the basis of this contract.
2. Termination of the contract does not exempt the applicant from the obligation to settle all obligations incurred up to that time, obligations arising as a result of the use of the certificate and to take all actions that cannot be delayed and that are necessary to prevent damage on the part of the communication partner.
3. The Protocol on submitting a request for the issuance of an I.CA certificate, which also contains information on access to personal data, is an integral part of this contract.
4. By signing this Agreement, the Applicant confirms acceptance of the certificate. Furthermore, with his signature, he confirms that he has checked the above data and their correctness.
5. The contracting parties agree that the nature of this contract precludes the possibility of transferring the rights and obligations from this contract or its part to a third party, i.e. the relevant provisions of the Civil Code The Czech Republic shall not apply in the relations between I.CA and the applicant.
6. Legal relationships arising from this contract, which are not regulated by this contract, are governed by the provisions of the Civil Code The Czech Republic.
7. This contract is drawn up in two identical copies, one of which will be received by the I.CA and one by the applicant.
8. The parties to the contract declare that the contract was drawn up on the basis of true information and their true, serious and free will, and attach their signatures as proof of this.

In Prague

Date according to electronic signature

Maxmilián Mikolasek

Ing. Petr Budiš, Ph.D., MBA

Applicant

Operator RA

Protocol on submitting an application for the issuance of an I.CA certificate

Certificate Type: **Qualified certificate for electronic signature**
Request Registration Number: **3A10000382**
Registration Authority Number: **3A**
Request date and time: **25.04.2024 - 07:33:25 GMT**

The applicant's data listed in the submitted identity document:

Title:
Surname: **Mikolasek**
Name: **Maxmilián**
Birth identification Number/Date of Birth: **07.06.1980**
Primary document type and number: **Občanský průkaz - 222333472**

Items of the request, the completeness and correctness of which the applicant guarantees:

Common name **Maxmilián Mikolasek**
State **CZ**
Organization name **První certifikační autorita, a.s.**
First name **Maxmilián**
Surname **Mikolasek**
Serial number **ICA - 10078211**
IK MPSV **1234567890**
Email address (RFC822) **test@ica.cz**
EmailProtection **emailProtection**

Request for I.CA services:

Publication of the Certificate: **Yes**
MPSV identifier: **Yes**
Certificate Revocation Password: **[kN3tsHaGJUke]**
Card Number:

The applicant declares that he has data for creation electronic signatures (private key) with which he signed the submitted request. The applicant further declares that he handles the data for the creation of electronic signatures with due care so that their unauthorized use cannot occur.

In accordance with Article 13 of the Regulation of the European Parliament and the Council No. 679/2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC, the General Regulation on the Protection of Personal Data, I.CA provides at the time of obtaining personal data from the applicant, the following information:

a) identity and contact details of the administrator: První certifikační autorita, a.s., Podvinný mlýn 2178/6, Prague 9, Id. No.: 264 39 395, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, insert 7136 (hereinafter „I.CA”), represented by Ing. Petr Budiš PhD, general director – Tel: 284 081 940, e-mail: info@ica.cz;

b) the purpose of processing for which personal data is intended - the issuance and use of a qualified certificate by the applicant in accordance with the legal conditions based on Regulation No. 910/2014 of the European Parliament and of the Council on electronic identification and trust-building services for electronic transactions in the internal market and on the repeal of Directive 1999/93/EC; the legal basis for processing is Article 6 paragraph 1 letters b), c) and f) of the General Regulation on Personal Data Protection and Act No 297/2016, Czech Republic;

c) the period for which personal data will be stored is set out in Act No 297/2016, Czech Republic;

d) the applicant has the right to request from I.CA access to personal data concerning the applicant, possibly their correction or deletion, restriction of processing, and to object to processing, as well as the right to data portability, only if permitted by a special law, which regulates the I.CA's obligations as a certificate issuer;

e) the applicant has the right to file a complaint with the supervisory authority;

f) I.CA points out that the provision of personal data by the applicant is a legal requirement and the applicant is obliged to provide personal data, otherwise the contract for the issuance and use of the certificate will not be concluded.

Request for allocation of the MPSV client identifier

The MPSV client identifier is the number assigned by the Ministry of Labour and Social Affairs of the Czech Republic, with registered office at Na Poříčním právu 1, 128 01 Prague 2, IČO 00551023 (hereinafter referred to as "MPSV") pursuant to Act No. 117/1995 Coll., on State Social Welfare support, as amended, for the purpose of unambiguous identification (proof of identity) of a natural person, i.e. the applicant - client of the State Social Support Information System (hereinafter referred to as "IS SSP"), or MPSV or a future IS SSP client, or The MPSV for the case of its electronic communication with the MPSV or other state institutions (e.g.: FÚ, ČSSZ, ÚP CR).

The MPSV client identifier is assigned based on this request of the applicant (data subject). There is no charge for assigning a MPSV client Identifier.

The applicant acknowledges that for the purposes set out above, the personal data of the applicant will be processed by the controller and the processor in the scope of the applicant's first and last name, birth identification number or equivalent information that shows the applicant's date of birth and gender, title before and after the applicant's name and residence address of the applicant.

The provision of personal data by the applicant is voluntary, but without their provision, the legal requirements for the allocation of the MPSV Client Identifier cannot be met and the MPSV Client Identifier cannot be assigned to the applicant.

The controller of the applicant's personal data is the MPSV, the processor is První certifikační autorita, a.s., with its registered office at Podvinný mlýn 2178/6, 190 00, Prague 9, IČO 26439395 (hereinafter referred to as the "processor").

Both the controller and the processor process personal data in accordance with applicable legislation, in particular REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of the directive 95/46/EC (General Data Protection Regulation). The processing will take place automatically, using computer technology, within the internal structures (e.g. internal client database) of the controller and processor, and in accordance with the legal obligations set by the controller and processor. Both the administrator and the processor have taken all measures to ensure that there is no accidental or unauthorized access to the personal data being processed and that all conditions for processing established by applicable legal regulations are met. Personal data will be processed and securely stored in paper and electronic form. The personal data of the applicant may be made available to third parties only if they are authorized to do so according to applicable legal regulations.

The applicant has the right of access to his personal data, the right to their correction or deletion, or to the restriction of their processing. The applicant's personal data will be processed for the time necessary to fulfil the processing purposes (see above), or for the period specified in § 3 of Act No. 297/2016 Coll., on trust-creating services for electronic transactions. The applicant is entitled to object to the processing of personal data.

Further information related to the processing of the applicant's personal data can be found on the controller's website <https://www.mpsv.cz/cs/>

The completed and signed application will then be handed over to the controller by the processor.

Place and date according to the electronic signature.

Name: Maxmilián
Surname: Mikolasek
Date of birth: 07.06.1980