

General Terms and Conditions of the Blanket Agreement for the Acceptance of Payment Transactions

1. Information on the Payment Services Provider

1.1. Provider of the services of accepting payment transactions is Erste Card Club d.o.o., with its headquarters in Ulica Frana Folnegovića 6, Zagreb, Tax number (OIB): 85941596441, (hereinafter: the ECC or the Acceptor).

1.2. Unless otherwise stipulated in these General Terms and Conditions of the Blanket Agreement for the Acceptance of Payment Transactions (hereinafter: General Terms), and not subject to any special conditions laid down in special provisions (hereinafter: Special Provisions) of the Blanket Agreement for the Acceptance of Payment Transactions (hereinafter: the Blanket Agreement), all communication with ECC can be conducted in writing to the headquarters address, via email to prodaja@erstecardclub.hr and via telephone number +385 1 4929 343.

1.3. ECC is registered under number IEN113 into the electronic money institution register managed by the Croatian National Bank (hereinafter: CNB). CNB supervises the implementation of the Electronic Money Act and National Payment System Act in the operations of the ECC.

1.4. Payment Recipient and ECC mutually agree and accept that the said Blanket Agreement shall not be used only to finance specific products and/or specific services, therefore it shall not be related to the Loan Agreement within the meaning of the Consumer Credit Act and other regulations regulating consumer protection. Furthermore, the Payment Recipient shall directly solve his/her relationship with the User, pursuant to this Blanket Agreement. The User makes the choice for himself/herself, and ECC and Payment Recipient must not, in any manner, affect the choice of products and/services to be bought using the Card, and the choice of the Payment Recipient where the User will make the purchase.

2. Terms

Unless otherwise regulated under the Blanket Agreement, the terms used in this Blanket Agreement have the following meaning:

ECC Digital Channel: Web application offered by ECC that allows you to view and receive information related to the Blanket Agreement and transactions initiated at Points of Sale of the Payment Recipient. Information and instructions on contracting available ECC digital channels for the Payment Recipients are available on the official ECC website.

User: The person to whom the Card was issued.

Card: Payment instrument used as a cashless payment instrument for payment of goods and/or services issued by the Issuer in accordance with the National Payment System Act and the Electronic Money Act, which is contracted under Special Provisions of the Blanket Agreement.

Card Issuer: Provider of payment services who issued the Card.

Payment Recipient: Business entity, acting as a legal entity, trade or any other business entity, which is entering into the Blanket Agreement regulating the acceptance of payment transactions with ECC.

Point of Sale: Place where goods and/or services offered by the Payment Recipient are being sold, including devices/validators which record the acceptance of the Transaction by pressing the Card against the device or pulling the Card through the device, and the Internet.

Manual entry: Method of manual entry of data related to the Card approved by the Acceptor

Records of Charge: Transaction receipt initiated by the User (hereinafter: Record of Charges or slip)

Authentication: A procedure that allows the Payment Recipient to verify the User's identity or the validity of the Card, including verifying the use of Personalized User Security Credentials, and it is implemented in the following ways: (i) signing the slip, regardless of whether it is signed on an auto-printed slip from the EFT-POS terminal, or the signature of the slip on the display of the corresponding device; (ii) entering PIN number on the EFT-POS terminal; (iii) pressing the Card against a Contactless EFT_POS terminal or Validator; (iv) by entering the security features required by the Acceptor in the case of the purchase of goods and services via the Internet

Reliable authentication: Is an authentication based on the use of two or more elements belonging to the category of knowledge

(something that only the user knows, e.g. PIN), possession (something that only the user owns, such as a mobile device) and distinctiveness (something specific for the user, e.g. a fingerprint), which are mutually independent, which means that the violation of one does not diminish the reliability of others and is designed in such a way as to protect the confidentiality of the data authentication, whereas at least two of these elements must belong to a different category.

Total Charge: Sum of all Records of Charge related to Payment Recipient in a particular Accounting Period submitted to ECC, either as transfer of transaction data from the EFT-POS terminal, for the payment of goods and/or services sold to Users in that Accounting Period.

Interbank Fees: Fees that are paid directly or indirectly for each Transaction between the Issuer and the Recipient involved in a particular Transaction. All net payments, discounts or incentives received by the Issuer from the International Issuing Companies, the Recipient or any other agent related to Transactions or respective actions and any other agreed fees shall also be considered as part of the said fee.

POS: EFT-POS terminal, mPOS terminal, virtual POS terminal, validator, digital POS (D POS).

EFT-POS terminal: An electronic device installed at the Point of Sale used to create and send messages to the Card issuer computer or the institution appointed by the Card issuer to verify the authentication process of the terminal, Card and PIN identification in order to authorize and record the amount of the cost. It allows you to accept transactions by pulling or inserting the Card in the device, and by pressing Cards with enabled contactless functionality against the device.

mPOS terminal: Mobile electronic device used by the Payment Recipient at the Point of Sale in the same manner and for the same purpose as the EFT-POS terminal, but using the appropriate smart device (e.g. mobile phone, tablet, etc.) and related applications.

Validator: An electronic device that allows the acceptance of transactions related to the payment of city services provided by companies and institutions owned by individual cities in the Republic of Croatia.

Virtual POS terminal: Software available to a Point of Sale via Internet that is integrated with an Internet store (web store) and serves for the communication between the Point of Sale and ECC for the authentication of the User and the Card for the purpose of Transaction authorisation.

Digital POS terminal (D POS): A virtual POS device that acts as an internet application that allows you to execute payment transactions on smartphones, tablets or computers.

Customised Security Credentials: Personalized features that the Issuer provides to the User for the purpose of authentication. Example: PIN (Personal Identification Number) – four-digit personal identification number of the card assigned to the User by the Issuer, card number, card expiration date, CVV2/CVC2- control three-digit number printed on the back of the Card, mToken, etc.

mToken - functionality of the Issuer's mobile application used for the authentication of the User when authorizing a purchase transaction at Internet points of sale.

International Issuing Companies: Businesses entities that manage international payment schemes, e.g.: Diners Club International, Mastercard International, Visa International, Discover Financial Services, JCB International.

Card payment transaction or Transaction: Transfer of funds initiated with the Card by the User or Payment Recipient on the basis of the prior consent of the User.

Acceptance of payment transaction / Card acceptance: Payment service provided by the ECC on the basis of an Agreement with the Payment Recipient ruling the acceptance of payment transactions, resulting in the transfer of funds to the Payment Recipient.

Internet Payment Service Provider: Provider of payment services on the Internet (PSP)

Card on File: Initiating transactions via the Internet, in case the Card user has previously stored the data from the Card with a third party participating in the transaction acceptance procedure (hereinafter: COF).

MO/TO: Acceptance of transactions by the method of Manual entry when transactions are initiated by means of remote communication (e-mail, telephone, fax, etc.), with the obligatory prior consent in the form of a written or telephone order of the Card holder.

MIT transactions - a transaction or several transactions, of a fixed or variable amount in a fixed or variable period based on the agreement between the User and the Payment Recipient, which allows the Payment recipient to initiate subsequent payments without involving the User.

Advance payment - payment made in advance, before the delivery of goods or consumption of the service.

Refund - refund of funds for authorized Card payment transactions initiated by the Payment Recipient or initiated through the Payment recipient

Charging the Card - collection of Card payment transaction initiated by the Payment Recipient or the User

Payment order - an instruction of the User or the Payment Recipient requesting the execution of a payment transaction with the Card.

3. Integral Parts of the Blanket Agreement

Blanket Agreement consists of: (a) Specific provisions determining the type of Card to be accepted, the amount of fees to allow the acceptance of payment transactions and other rights and obligations of the contracting parties arising from the specificity of the Card type (hereinafter: Special provisions), (b) these General Terms, (c) a display of Interbank fees; (d) the Methodology for calculating fees paid to card payment schemes; (e) all ECC official records referred to in these General Terms, (f) all other documents and forms referred to in these General Terms as the integral part of the Blanket Agreement and (g) the rules of the International Issuing Companies and/or card payments schemes (hereinafter referred to collectively as: the Integral Parts of the Blanket Agreement).

In the event of a conflict between the General Conditions, the ECC instructions and other acts referred to in this Article, the ECC instructions and other acts referred to in this Article shall apply first, followed by the General Conditions, unless expressly agreed otherwise. The provisions of Title II of the National Payment System Act shall not apply to this Agreement.

4. Entering into Blanket Agreement and its entering into force

4.1. Person who wishes to enter into a Blanket Agreement can, at any given moment, request from the ECC all Integral Parts of a Blanket Agreement for a requested Card type, as well as collect them in person in ECC Headquarters in Zagreb, Ulica Frana Folnegovića 6 or via internet on the ECC website www.erstecardclub.hr or www.diners.hr, ECC digital channels and he/she can request for a delivery via regular mail.

4.2. The Blanket Agreement shall be deemed concluded at the moment when the ECC accepts the Payment Recipient's request for the conclusion of the Blanket Agreement, in writing or via ECC Digital Channels.

4.3. The Blanket Agreement is concluded under the condition for deferral that the ECC must, within 30 (thirty) working days from the day of concluding the contract, obtain the permission from the International Issuing Companies to enter the Payment Recipient into its IT system. If the Payment Recipient's entry is not possible within 30 business days from the date of the conclusion of the Blanket Agreement, it shall be deemed not to have been concluded at all. ECC will notify the Payment Recipient without delay and no later than within 5 (five) working days from the expiration of the period of thirty working days, if the condition for deferral under which the Blanket Agreement has been concluded, has been fulfilled, by electronic mail or to the last address of the Payment Recipient delivered to ECC as a contact address. By submitting the Special Provisions to the Payment Recipient in paper or digital form, the ECC has fulfilled its obligation to inform the Payment Recipient in accordance with the Payment System Act.

4.4. The contracting parties agree that by accepting the Diners Club Card, the Point of Sale agrees to accept Discover cards for one-time transactions under the same conditions, unless Contracting Parties agree on other acceptance conditions in writing.

5. Service which is the Subject to the Blanket Agreement

5.1. Based on the Blanket Agreement, ECC accepts Transactions initiated by the Card as a payment instrument for cashless payment of the goods and services of the Payment Recipient within his/hers registered business, on those Points of Sale of the Payment Recipient listed on the Point of Sale List, which forms an integral part of the Blanket Agreement.

5.2. In order to accept payment transactions initiated with the Cards, the Payment Recipient shall pay ECC a fee which is set for each Card separately in Special Terms and is expressed in two decimal places (hereinafter: the Fee).

5.3. The Fee is specified under Special Provisions in the net amount and it may be subject to VAT calculation in accordance with the regulations in force at the time of Card acceptance.

5.4. The Payment Recipient understands and accepts that the Fee, in relation to one-off transactions made with the Card, consists of: (a) the Interbank fee, (b) the Fee paid to card payments scheme and Scheme Processing Fee as defined in the Methodology for calculating fees paid to card payment schemes and (c) the fee for the Recipient, which includes the costs related to Recipient's business operations. The Fee does not change if the elements of the Fee mentioned in this paragraph change.

5.5. If the Card is accepted in accordance with the Blanket Agreement, ECC undertakes, within the time limit and in the manner specified in the Special Provisions, to pay to the Payment Recipient the amount specified on the slip, minus the amount of the Fee, unless otherwise agreed with the individual Payment Recipient.

6. Provision of Technical Conditions by the Payment Recipient

6.1. The contracting parties agree that the subject matter of the Blanket Agreement is not the provision of technical equipment necessary to enable the acceptance of Transactions nor the provision of POS terminals.

6.2. The Payment Recipient is obliged, in accordance with his/hers own business decision, to provide technical equipment and other conditions for initiating Transactions using the Cards, in accordance with the Blanket Agreement, and in particular with the Functional Specification.

- 6.3.** ECC undertakes to provide the Payment Recipient and his/hers related provider of technical conditions with all necessary information and other reasonable assistance required for the communication of the EFT POS terminals with the ECC information system.
- 6.4.** If Payment Recipient is unable to provide the required technical conditions, ECC shall upon the Payment Recipient's request, provide these terms under the conditions agreed upon by ECC and the Payment Recipient in a separate contract.
- 6.5.** With regards to Virtual and Digital POS terminals, ECC undertakes to provide the Payment Recipient with the appropriate payment transaction acceptance application.
- 6.6.** In case of negligent management of ECC equipment (POS terminal and related equipment), ECC has the right to collect the contractual penalty defined in the lease agreement, i.e. the contractual penalty in the amount of the actual damage if not defined by the lease agreement. Collection will be made by offsetting mutual claims or by issuing invoices by the ECC.

7. General Responsibilities of Payment Recipient

7.1. Unless otherwise agreed in Special Terms, the Payment Recipient is required to ensure that the transactions on Points of Sale are initiated by physical insertion, by pressing the card against or pulling it through the POS terminal, only if the following conditions are collectively fulfilled:

- 1.** The User and the Card must be physically located at the Point of Sale at the time of incurring costs, except in cases which are specifically approved by the ECC under Special Provisions of the Blanket Agreement,
- 2.** The Card has recognizable visual features of the associated International Issuing Company and/or card payment scheme; it has not been damaged or visually altered,
- 3.** The Card is duly signed and the User of the Card has signed the slip in front of the employee at the Point of Sale using the signature which is identical to the signature on the back of the Card; except in the case of transactions up to the amount specified by the regulator or card issuer when the signature on the slip is not required, except in cases specifically approved by the ECC in the Special Provisions of the Blanket Agreement,
- 4.** If a PIN entry is required, the PIN must be entered solely by the User and the Payment Recipient is obliged to ensure that the User does so under conditions of confidentiality,
- 5.** The last four digits on the Card are identical to the numbers on the slip,
- 6.** The transaction is authorized by the ECC and the authorization number is listed on the Record of Charges.
 - a.** The Payment Recipient agrees to ensure that the Points of Sale always follow binding instructions that the ECC submits to the Payment Recipient prior to the acceptance of the Transaction (hereinafter: Operating Instructions).
 - b.** The operating instructions are an integral part of the Blanket Agreement and are published at <https://www.erstecardclub.hr/hr/za-prodajna-mjesta/korisne-informacije/uputstva-za-rad>. The Payment Recipient agrees that the Operating Instructions relating to the realization of new ECC products, i.e. actions/failures that are not covered by the previous Instructions, do not represent changes to the Blanket Agreement. With respect to such Instructions, the Payment Recipient is obliged to act accordingly immediately upon receipt and no later than within 3 (three) working days from the day when the Payment Recipient received the Operating Instructions, thereby making the Operating Instructions an integral part of the Blanket Agreement.
 - c.** Unless otherwise agreed, the Payment Recipient is required to ensure that each Point of Sale on which the POS terminal is installed always and exclusively uses the POS terminal for the acceptance of the Card,
 - d.** In case of doubt about the validity and possible abuse of the Card, the Payment Recipient is obliged to ensure that the Point of Sale immediately notifies the ECC at the telephone number specified in the Operating Instructions, i.e. using any other means to establish the communication as fast as possible.
 - e.** The Payment Recipient is obliged to ensure that the authorized employees at the Point of Sale follow the instructions on the screen of the POS terminal and/or the printout every time the Card is accepted at the POS terminal.
 - f.** The Payment Recipient is required to ensure that the Point of Sale does not split a single cost to more smaller ones (split charges) in order to avoid the need for authorization or to obtain the authorization for smaller individual cost amounts after the authorization for the actual cost amount has been denied.
 - g.** If MO/TO, MIT acceptance of transactions or COF service is enabled, the Payment Recipient agrees to compensate ECC for any cost incurred by counterfeit, stolen or lost Cards, and to assume the risk of eventual complaints by the Card User.
 - h.** The Payment Recipient understands and agrees that the agreements he or she concluded or intends to conclude with third parties for the sale of their products and/or services, including but not limited to mediation agreements, must comply with the rules of the International Issuing Companies and/or card payment schemes, and all ECC guidelines

that form an integral part of these General Terms. Otherwise, the Payment Recipient agrees to apply the provisions of International Issuing Companies and/or card payment schemes in case of any dispute.

i. The Payment Recipient is required to obtain the prior written consent of ECC to enable the advance payment.

7.2. The Payment Recipient shall be responsible for all costs incurred by eventual complaints of Users for any costs incurred on the basis of the advance payment.

7.3. If the Card User disputes the Transaction on the grounds that it is not authenticated, the Payment Recipient agrees that the ECC is not obliged to pay the disputed amount of the Transaction. Furthermore, the Payment Recipient agrees to resolve the collection of the disputed amount of the transaction directly with the User.

8. Authorization and Pre-authorization of Transactions

8.1. If the authorization is denied with a "confiscate card" message, the Point of Sale must not accept the card, and is obliged to act in accordance with the ECC Guidelines.

8.2. If the Point of Sale, contrary to the Agreement, has not requested and/or received the approval for a particular Transaction or if the obtained number of the approval has been entered incorrectly by the fault or negligence of the Point of Sale or if it has violated the obligation under Article 7 of these General Terms, ECC has the right to request payment of contractual penalty in the amount of that Transaction, which is due at the same time as the first next ECC's commitment to be paid to the Payment Recipient and it shall terminate with the set-off. If there is no possibility for the set-off, the Payment Recipient is obliged to pay the contracted penalty at the request of ECC, within the time period specified by the ECC.

8.3. In order to avoid any doubt, the ECC's allocation of the authorization number (approval) does not imply ECC's obligation to make a payment to the Payment Recipient in case the Point of Sale did not comply with the provisions of the Blanket Agreement.

8.4. Point of Sale may, if it is required by the nature of the job and if there are technical options for it, obtain a pre-authorization of the cost paid with the Card. When pre-authorization is required, the Payment Recipient must be identified by the number (MID) assigned to the Point of Sale by the ECC for this type of sale.

8.5. Pre-authorization has the significance of the obligation to give authorization upon execution of the service, up to the amount for which the pre-authorization was granted, provided that the deadline set by the Card issuer has not expired and that the User of the Card does not dispute the receipt of goods and/or services.

8.6. In the event of any dispute relating to the pre-authorization, the rules and deadlines provided for in the ECC Guidelines and the rules of the International Issuing Companies and/or card payments schemes shall apply.

8.7. The only valid basis for the settlement of pre-authorized costs is exclusively a PIN or signature-confirmed authorization or retrieval of pre-authorized funds through a POS terminal. In case of unconfirmed authorization or retrieval, any costs incurred by any claim shall be borne by the Payment Recipient.

9. Time of Receipt of the Payment Order and Time of its Execution

9.1. By submitting the Record of Charges and the Total Charge to ECC, containing all necessary data that the ECC has not disputed in accordance with the Blanket Agreement, the Payment Recipient initiates a payment order for the payment of the amount of Transactions listed in the Record of Charges i.e. in the Total Charge.

9.2. If the time of receipt of the payment order from the previous paragraph of this Article in respect of Transactions initiated with VISA and MasterCard cards falls before 7:30 p.m., the payment order shall be considered to be received on the same working day, and if the order was received after 7:30 p.m., the payment order shall be considered to be received on the next day. If the time of receipt of the payment order from the previous paragraph of this Article in respect of Transactions initiated with DC cards does not fall on a working day of the ECC or if the order is received on a working day after 11:59 p.m., the payment order shall be considered to be received on the next working day.

9.3. The Payment Recipient is obligated to ensure that all Points of Sale using the POS terminals electronically transfer the data to ECC, containing Records of Charges as well as the Total Charge for all Records of Charges which are exported at the same time, at the latest on the next business day from the date of the Transaction. If the Payment Recipient violates this obligation and the Card User disputes the expense, the Payment Recipient agrees to pay to ECC a contractual penalty in the amount of that Transaction, which is due at the same time as the first next ECC's commitment to be paid to the Payment Recipient, irrespective of which Transaction does this obligation apply to and it shall terminate with the set-off. If there is no possibility for the set-off, the Payment Recipient is obliged to pay the contracted penalty at the request of ECC, within the time period specified by the ECC.

9.4. Records of expenses made with the Cards of domestic and foreign Users - are recorded in the ECC system - in HRK, unless otherwise agreed, and ECC makes the payment to the Recipient of payment in HRK.

9.5. ECC undertakes to make a payment to the Payment Recipient within the deadline specified under Special Provisions of the Blanket Agreement.

9.6. The ECC and the Payment Recipient agree that the Payment Recipient's obligation to pay the Fee is due on the same day on which the ECC's obligation to make a payment to the Payment Recipient is due; the Payment Recipient's obligation to pay the Fee shall cease with a set-off with the ECC's obligation.

9.7. The Payment Recipient also agrees that ECC may reduce the payment to the Payment Recipient for the amount of any approvals issued by the Payment Recipient, as well as for any other due amount owned by the Payment Recipient to ECC, on the basis of ECC's note of entry.

9.8. The Payment Recipient is obliged to keep and, at the request of the ECC, submit the Record of Charges as well as the contractual and other documentation

related to the Record of Charges on which the Transactions are based, for Transactions initiated in the last 15 (fifteen) months.

9.9. If the Payment Recipient does not submit to the ECC, at ECC's request, correct copies of the Record of Charges and/or the Total Charge and/or other documentation referred to in the preceding Article and the User of the Card disputes the expense, the Payment Recipient shall pay to ECC a contractual penalty in the amount of that Transaction, which is due at the same time as the first next ECC's commitment, irrespective of which Transaction does this obligation apply to and it shall terminate with the set-off.

9.10. If there is no possibility for the set-off, the Payment Recipient is obliged to pay the contracted penalty at the request of ECC, within the time period specified by the ECC.

10. Note of Costs

10.1. Unless otherwise agreed, the ECC shall issue to the Payment Recipient monthly note with all payment transactions in the preceding Accounting Period and the amount of the Fee (hereinafter: Note of Costs).

10.2. In the Note of Costs, the ECC will provide the necessary information in accordance with regulations after the execution of an individual payment transaction.

10.3. The Payment Recipient agrees that the ECC shall make the Note of Costs available to him/her at least once a month, primarily through ECC Digital Channels, or by e-mail, if the ECC has a recorded e-mail address of the Payment Recipient, starting from the moment when all technical prerequisites on the ECC's side are met. ECC is obliged to notify the Payment Recipient about it in timely manner.

10.4. Until the necessary technical preconditions referred to in the preceding paragraph are met, the ECC will send the Note of Costs on paper via regular mail.

10.5. The day of receipt of the Note of Costs will be considered the day when the Note of Costs was made available on the ECC Digital Channel, i.e. e-mail.

11. Unauthorized Transactions and Refusal of the Execution of Payment Order by the Payment Recipient

11.1. ECC is not obliged to accept payment order by the Payment Recipient, regardless of the fact whether the Transaction has already been authorized if:

- a.** No invoice has been issued as the basis for the slip,
- b.** The amount on the slip does not match the amount on one invoice of the Payment Recipient for the sale of goods and/or services to which the Record of Charges relates,
- c.** The Payment Recipient does not submit to ECC, at ECC's request, an invoice for the sold goods and/or services on which the slip is based within 3 (three) days,
- d.** the basis for invoicing is not a contract for the sale of goods and/or services in accordance with the regulations of the Republic of Croatia, the business morality or morality of the society, and in particular if the slip was created in order to withdraw cash, for the purpose of security of payment or debt security, the acquisition of unlawful material gain due to heavy property status or ignorance of the User,
- e.** the acceptance of the Card and creation of the slip has not been made, in any other way, in accordance with the Blanket Agreement. The Payment Recipient may not generate a Refund transaction unless there is a previous Card Debit transaction of the same amount or greater.
- f.** The Payment Recipient understands and accepts that the Card may not be accepted as a means of cashless payment for the participation in lottery games, unless otherwise agreed with the Payment Recipient.

11.2. Any cost that may arise from non-compliance with the Payment Recipient's obligation, i.e. with the related Point of Sale, as defined in the Blanket Agreement, shall be borne by the Payment Recipient.

11.3. If criminal proceedings are initiated against the employees of the Payment Recipient under the suspicion of enabling, assisting, or participating in the abuse of the Card, the payment obligation to the Payment Recipient of the cost attributable to the abuse shall be due on the date of the final termination of the criminal proceedings.

11.4. ECC reserves the right to charge the Payment Recipient for each amount paid on the basis of the Blanket Agreement, as well as the amount of interest, fees and any other amount that the User has paid to ECC and which the ECC has approved, if it is subsequently determined that the Point of Sale did not comply with the provisions of the Blanket Agreement, that is, if there is any of the reasons stated in this article, and especially if it is found that the cost was incurred during the abuse of the Card at the Point of Sale owned by the Payment Recipient. In the event that the ECC has already paid the amount in question, the Payment Recipient agrees that ECC will deduct this payment for any invoice issued by the Payment Recipient.

11.5. The Payment Recipient understands that, in accordance with enforced regulations and the contract with the Card issuer and the rules of International Issuing Companies and/or card payments schemes, the User of the Card has the right to dispute the Transaction i.e. the granting process for the approval of the Transaction. If the Card User successfully disputes the Transaction, the Payment Recipient accepts that the payment order will not be executed and if it has already been executed, the Payment Recipient agrees that the ECC will reduce any subsequent payment to the Payment Recipient for the amount of the disputed Transaction.

11.6. The ECC is obliged to inform the Payment Recipient without delay, in writing, on the next working day upon notice of the existence of any of the reasons for the unauthorized transaction i.e. rejection of payment according to the payment order of the Payment Recipient.

12. Card User Complaints

12.1. ECC bears no responsibility for any damage the User has suffered as a consequence of the failure of the Point of Sale to fulfil contractual commitments, whether entirely or in part. The Payment Recipient agrees that he/she is solely responsible for all business transactions with the Card User, in particular for the completeness, integrity and quality of all the products and/or services offered at their Point of Sale, i.e. their material or legal deficiencies. Furthermore, the Payment Recipient undertakes to compensate ECC for any damages that could arise from a failure to fulfil or partially meet the contracted obligations to the Card User by the Payment Recipient.

12.2. The Payment Recipient agrees that all possible User complaints or objections concerning the quality and delivery of goods and/or services, or legal or material defects of goods and/or services, will be resolved directly with the User in accordance with the applicable regulations.

12.3. The Payment Recipient is obligated, in the event that any claim or objection made by the User to the quality and delivery of goods and/or services or legal or material defects of goods and/or services is directed against ECC in any proceeding, to intervene or take over this procedure and compensate ECC for any damage that ECC may suffer from this proceeding, including related costs and any amount that the ECC has to pay to the User or a third party as a result of such a proceeding.

12.4. If the User of the Card submits a complaint to the ECC regarding the Transaction, the Payment Recipient shall, after receipt of the ECC's notice of the complaint in question, submit to the ECC, within the time period specified by ECC in its notice of complaint, a written explanation with all accompanying documentation (e.g. copy of the invoice for the purchase of goods and/or services, copy of slips etc.) relating to the complaint of the Card User.

12.5. Complaint by the Card User referred to in the preceding paragraph, which is exclusively related to the Transaction, will be considered as justified if the ECC does not receive a written explanation from the Payment Recipient upon expiry of the deadline and related documentation or if it is stated in the explanation that the Payment Recipient has not complied with the provisions of this Blanket Agreement. In this case, ECC has the right not to accept the payment order and charge the Payment Recipient for the amount of the disputed Transaction.

12.6. In case of a complaint of the Card holder, which results in the initiation of arbitration proceedings, at the relevant card payment scheme, and with the prior consent of the Payment Recipient, in case of loss in arbitration proceedings, the Payment Recipient agrees that ECC may charge for the costs of arbitration, in addition to the disputed Transaction. The ECC will notify the Payment Recipient of the possible costs of the arbitration proceedings before initiating the arbitration proceeding.

12.7. If the User of the Card submits a complaint to the Payment Recipient for goods and/or services paid with the Card and the Point of Sale accepts a refund of the goods and/or services, i.e. cancellation or reduction of the cost, the Payment Recipient shall without delay issue to the ECC written approval for the cancellation or reduction of the Transaction amount.

12.8. The contracting parties agree that the complaints by the User will be technically resolved as follows:

- a. If the original Transaction is in the POS terminal memory and it has not been paid to the Payment Recipient yet, the Payment Recipient will cancel the Transaction in the full amount in agreement with the User.
- b. When the original Transaction is no longer in the memory of the POS terminal, and the amount or part of the amount has already been paid to the Payment Recipient, The Payment Recipient submits to the ECC a form for making a full or partial refund to the User (the form can be found at <https://www.erstecardclub.hr/hr/pomoc-i-podrska/dokumentacija> and at <https://www.diners.hr/hr/prigovori>), which must be signed by the User, in addition to the Payment Recipient. Based on the form, ECC issues a note of entry on the basis of which the refund is paid back, together with the refund of Fee to the Payment Recipient.
- c. The refund can be carried out through a POS device or ECC digital channels, if the ECC provides the technical prerequisites for this.
- d. The refund is possible up to the maximum amount of the transaction to which it relates, otherwise the ECC has the right to charge the Payment Recipient for the difference in the amount. If a refund is made, the obligation of the merchants is to provide and settle the funds to the ECC necessary for the execution of the refund, and the ECC may charge for the Refund service in accordance with the conditions defined in the Special Provisions,
- e. The Payment Recipient may not generate a Refund transaction unless there is a previous debit transaction of the same card.

13. Special Obligations of the Payment Recipient Related to the Acceptance of Transactions Without the Card and the User Being Physically Present at a Point of Sale

13.1. Any acceptance of transactions initiated with a Card without the simultaneous physical presence of the Card and the User at the Point of Sale is permitted only if the Payment Recipient and the ECC have agreed so in Special provisions.

13.2. The Payment Recipient agrees to compensate ECC for any cost incurred by counterfeit, stolen or lost Cards and to take over the risk of eventual complaints based on the lack of physical presence of the Card and the User at the time of initiating the transaction, including COF transactions and Transactions that are based on MO/TO and MIT acceptance.

14. Procedure for the Payment Recipient in Case of Starting the Dispute of Unauthorized Transaction, the Correctness of the Payment Transaction Execution and in Case of Declining the Payment Order of the Payment Recipient

14.1. If the Payment Recipient considers that there are no reasons why the Transaction should be unauthorized or considers that the Transaction on the basis of the order was not executed correctly or that the payment via the payment order has been denied without foundation, the Payment Recipient is obliged to notify ECC by submitting a written objection within 3 (three) working days after the receipt of the ECC's notice of the stated reasons.

14.2. Upon receipt of the complaint, ECC will conduct the procedure provided for by the internal payment settlement rules and it shall, within 10 business days of the receipt of the payment, inform the Payment Recipient of the steps taken to demonstrate the Transaction's permission or the reason for the refusal of payment via the payment order. Immediately upon completion of the collecting evidence procedure, ECC will notify the Payment Recipient on the outcome of the procedure. If the Payment Recipient finds that the Transaction wasn't unauthorized and/or that there were no reasons to refuse payment by order, ECC shall make a payment to the Payment Recipient without delay. If the Transaction was executed incorrectly, ECC shall promptly take all necessary actions for the proper execution of the transaction.

14.3. If the Payment Recipient disputes correct execution of a payment transaction for reasons under the contracting relationship between the User and the Payment Recipient, provisions under these General Terms shall apply, which regulate the resolution of the Card User's complaints.

14.4. If the Payment Recipient disputes that he/she has authorized the executed payment transaction or claims that the payment transaction was not executed properly or on time, the Payment Recipient is obliged to prove that the payment transaction was authenticated, properly recorded and booked and that the execution of the payment transaction was not affected by technical failure or some other drawback.

14.5. If the Payment Recipient disputes that he/she has authorized the executed payment transaction, and the ECC suspects that the Payment Recipient acted fraudulently or that he/she intentionally or through gross negligence failed to fulfil one or more of his/hers obligations under the Blanket Agreement, it is the Payment Recipient who must prove that there was no fraud, i.e. the intent or gross negligence by the Payment Recipient.

14.6. The deadline within which the Payment Recipient must notify the ECC of the unauthorized payment transaction is 3 (three) months from the debit day.

15. Special Obligations by the Payment Recipient when Accepting a Card for the Payment in Instalments

15.1. When accepting the Card for the instalment payments, the Point of Sale and the ECC may agree on one of the following payment methods:

- a. Charging the User in instalments and payment in instalments to the Point of Sale according to the number of agreed instalments, (hereinafter referred to as: OBK2),
- b. Charging the User in instalments, in accordance with the number of contracted instalments and the payment of the full principal amount at the Point of Sale and where it is possible, in agreement with the Point of Sale provide certain benefits to the Card Users, which are to be established in agreement with the ECC and the Point of Sale in writing for each individual case (hereinafter: OBK1, OBK3 or OBK5).

15.2. If the OBK2 is agreed under the Special Provisions, ECC will charge the Fee for the amount of each instalment, unless otherwise agreed. The Payment Recipient agrees and instructs the ECC to pay the first instalment within the time limit specified in the Special Provisions, which is counted on the day of the receipt of the slip i.e. the Total Charge and each subsequent instalment with the same deadline, counting from the due date of the previous instalment.

15.3. If the POS terminal was used for the purchase in instalments, the Payment Recipient is obliged to transfer to the ECC electronically, no later than the next working day, the data on the Records of Charges, as well as the Total Charge on all Records of Charges that are exported at the same time.

15.4. The Contracting Parties agree that the ECC's claim from the Payment Recipient to pay any of the contractual penalties provided for in this Article, irrespective of the fact to which acceptance of the Card does it relate to, may terminate with the set-off with the claim of the Payment Recipient towards ECC based on the receipt of any of the Cards or any other basis.

15.5. For each sale in instalments provided in this Article of General Terms, the Payment Recipient is obliged to ensure that the Point of Sale requests the approval (authorization) from ECC regardless of the amount of the Transaction and is authorized to accept the Card as a cashless payment instrument for that particular sale of goods and/or services only after obtaining authorization.

16. Special Obligations of the Payment Recipient Related to Contractual Debit

16.1. If agreed between the ECC and the Payment Recipient under the Special Provisions, in the case of Contractual Debit of the Card (settlement of regular expenses charging the Card, such as costs for the energy, water, utility fees, insurance instalments etc.), ECC takes over the obligation to pay the Payment Recipient for the cost which was incurred and which is due in the period of validity of Contractual Debit, in accordance with the provisions of the Blanket Agreement and the Special Provisions. If costs exceeding the limit for Contractual Debit (set out in the Special Provisions) are not collected by ECC from the User within 30 days of the due date, the ECC shall send the Payment Recipient a notice with the claim in the amount of the unpaid difference, i.e. the ECC has the right to deny the Payment Recipient payment of any receivable claimed by the Payment Recipient in the amount of such costs.

16.2. The Payment Recipient has the right to a refund from ECC in the full amount for the authorised payment transaction which has been executed, and which was initiated by or through a Payment Recipient, if the following requirements have been fulfilled cumulatively:

- a. Authorisation to charge the Card at the time when it was provided was not provided for the exact payment transaction amount;
- b. Payment transaction amount exceeds the amount the User would usually expect with regard to his/her previous spending habits.

16.3. The User is not entitled to a refund if he has a) given consent to execute a payment transaction directly to the ECC and b) if the ECC or the Payment Recipient has provided or made available to the User information on the future payment transaction in the agreed manner at least four weeks before the due date.

16.4. The Payment Recipient undertakes to ensure that the requirements of item b) from the previous paragraph of these General Terms are fulfilled and commits to return to ECC any amount ECC has paid to the Payment Recipient by virtue of the Contractual Debit of the Card if the User exercises his/her right to a refund. The Payment Recipient is required to make a refund within 3 (three) business days from the date of the receipt of the refund request by ECC and agrees that the refund may be set-off by any claim of the Payment Recipient towards ECC. If there is no possibility for the set-off, the Payment Recipient is obliged to pay the contracted penalty at the request of ECC, within the time period specified by the ECC.

16.5. ECC reserves the right to cancel the Contractual Debit in relation to any User, and inform the Payment Recipient in the manner specified in these General Terms.

16.6. The Payment Recipient agrees that ECC may refuse the Contractual Debit of the User Card for the contracted amount if the User revokes the payment order no later than the end of the business day preceding the agreed day of payment, as well as in other cases of the cancellation of the payment order. The Payment Recipient understands that he or she is not authorized to receive from the User the claims for cancellation of the payment order and that such recall of payment orders that the User has submitted through the Payment Recipient will not be executed by ECC. If the User notifies the Payment Recipient of a withdrawal of a payment order, the Payment Recipient is obliged to instruct the User to submit such a recall to ECC and to warn the User that ECC will not make a recall of the Payment Order in any other case.

16.7. The ECC is obliged to adequately present to the User of the Card the possibility of payment of goods and/or services of the Payment Recipient through Contractual Debit, if such payment method is contracted under the Blanket Agreement. If the User of the Card submits a Request for the activation of Contractual Debit through the Payment Recipient (hereinafter: the Request for Contractual Debit), the Payment Recipient is obliged to ensure that the Request for Contractual Debit contains all necessary information and that it has been signed by the User. Otherwise, the Payment Recipient is obligated to compensate ECC for all possible damages that may result for the ECC, possible penalties of the competent authorities, regulators, courts, etc., and any other expense related to it. The content of the Special Terms for the Contractual Debit is determined exclusively by the ECC and the ECC is obligated to submit them to the Payment Recipient. The Payment Recipient acknowledges that the ECC is free to decide on the activation of the Contractual Debit and that it is not obligated to explain to the Payment Recipient the reasons behind the rejection of the Request for Contractual Debit. If the Payment Recipient has his/hers own forms and they are being used to define the payment of his/her products or services by the Contractual Debit, he/she is obligated to indicate in the said forms that the User of the Card accepts the Special Terms of the Contractual Debit, which he/she is obliged to submit.

16.8. The Payment Recipient agrees to submit the Request for Contractual Debit from the archives at ECC's request within 24 hours. Otherwise, the Payment Recipient is obligated to compensate ECC for any damages that may result.

16.9. In case of payment via Contractual Debit, the Point of Sale shall provide to the ECC all information required for the Contractual Debit process (hereinafter: Joint Account) for those Card Users who have agreed the Contractual Debit with the ECC. If, for any reason, the ECC is charged with debits for a User who has not activated the Contractual Debit option, ECC will not make a payment for that User.

16.10. The ECC shall, on a specific date in the month as determined by the Blanket Agreement, prepare the file with data on Users who have activated the contractual debit option on that day (hereinafter: File). If this date falls on Saturday, Sunday, another non-working day or holiday, ECC will prepare the Data File for the next working day. The File shall contain the User's record number agreed with the Payment Recipient.

16.11. Payment Recipient undertakes to download the File the same day that the ECC has prepared the File and to return it to the ECC filled with all required data within the deadline specified by the Functional Specification for the acceptance. If the User makes a recall of the payment order after the ECC submits the File to the Payment Recipient and/or after the Payment Recipient returns the completed File to ECC, the Payment Recipient agrees that the ECC shall notify the Payment Recipient that the User has cancelled the payment order, and in such case the Payment Recipient is obliged to settle the payment of the relevant order directly with the User. In that case, ECC will not be required to make a payment to the Payment Recipient for the specified order, i.e. if the ECC has already made a payment for the relevant order, the Payment Recipient agrees that the ECC will make a set-off for that amount with ECC's payment obligation towards the Payment Recipient.

16.12. The contracting parties mutually agree that the structure and manner of access to the File by the Payment Recipient, the manner of data exchange, the creation of invoices and the deadlines for the fulfilment of the obligations of the Contracting Parties shall be determined in the Data Exchange Procedure (Functional specification for the acceptance), which forms an integral part of the Blanket Agreement.

16.13. If and whenever the Payment Recipient decides to make a full or partial reimbursement of the cost for which the Card of the User has been charged with, he/she undertakes that in no case can he/she pay back the cost in cash or by bank transfer, but by means of the Card, by submitting the relevant documentation or data to the ECC.

16.14. After the ECC notifies the Payment Recipient that the amount specified in the Collective invoice has been paid to the payment service provider where the Payment Recipient's giro account is held and managed, the Payment Recipient will send regular invoices to the Users with the indication that they have already been paid the ECC Contractual Debit, unless expressly agreed otherwise in a particular case.

16.15. Anything not set forth in these General Terms shall be determined in the Functional Specification for the acceptance of transactions which must be signed by the ECC and the Payment Recipient. In the event of a disagreement between the provisions of these General Terms and the Functional Specification for the transactions, the provisions from the Functional Specification for the acceptance of transactions shall apply.

17. Special Obligations of the Payment Recipient related to Contracted Debiting

17.1. If the Internet sale has been contracted by Special Provisions, ECC allows the Payment Recipient to accept transactions initiated with the Cards, at his/hers Internet Point of Sale provided that any Internet order to be sent to the Internet Point of Sale by the Card User is protected and encrypted by the Internet Point of Sale using a security protocol previously approved by the ECC and determined by the agreement between the ECC and the PSP. Due to technological developments and fast reaction requirements, Payment Recipient shall also adhere to all additional instructions and requirements provided by ECC in order to secure transactions initiated on the Internet within deadlines required by ECC.

17.2. Payment Recipient shall ensure that the Internet Point of Sale is using appropriate authorisation number approved by ECC for each transaction that has been initiated on the Internet, and to accept the Card only after authorisation has been received, regardless of cost amount.

17.3. Expenditure records for Internet sales must contain basic data on completed Transactions (Card brand, last four digits on the Card, Transaction amount, approval number, method of delivery of goods and delivery address, data on the recipient, date and time of the Transaction) in accordance with the Operating Instructions delivered by the ECC as well as in accordance with the standards referred to in paragraph 23.2 of these General Terms and Conditions.

17.4. The Payment Recipient is obliged to submit the Records of Charge to the ECC within 3 (three) working days from the date of the request, together with the specification of the sold goods and services and the signed delivery note or other proof of collection.

17.5. The Payment Recipient shall request electronic authorisation from ECC for each specific Card acceptance in the following manner:

- a. By using Virtual POS and services provided by a PSP, who has signed a contract with ECC regarding the provision of online authorisation services (external provider), or
- b. Using Virtual POS services of ECC system for electronic payments (ECC provider) during which the Internet Point of Sale is being connected to Virtual POS in accordance with technical specifications for connecting Internet Point of Sale with Virtual POS.

17.6. In the event that the Payment Recipient uses the services of an external supplier, the Transaction shall be deemed to have occurred at the time the ECC receives and processes the debit file, if the following conditions are cumulatively met: a) ECC approval has been obtained and b) the Payment Recipient has confirmed the shipment of goods in the electronic payment application if the PSP provides such a possibility.

17.7. In case of complaints or inquiries related to the cost charged to the Card, where the User denies receipt of goods and/or services, or makes a complaint regarding their quantity or quality, the ECC reserves the right to withhold payment to the Payment Recipient for such Transaction, or if payment has already been made, reserves the right to reduce any other payment it is obliged to make to the Payment Recipient by the amount of the disputed Transaction.

17.8. The provisions referred to in the preceding paragraph shall not apply if the User denies receipt of the goods, and the Payment Recipient may present a signed delivery note or other confirmation of receipt of goods and / or services by the User.

17.9. In the event of Card misuse or a fictitious Transaction, regardless of received authorisation, ECC reserves the right to deny the payment for disputable Transaction to the Payment Recipient, or is entitled to be fully remunerated by the Payment Recipient by reducing subsequent payments issued to the Payment Recipient on any legal basis.

17.10. The Payment Recipient undertakes to make visible on its Internet Point of Sale all information that he/she is obliged to publish in accordance with the regulations governing the obligation to inform consumers, as well as the following information: accurate description of goods and services offered - including the currency of the transaction in accordance with the regulation; contact information for Users who want additional information or in case of a complaint (minimum: company, address, telephone number and e-mail address); terms of complaint, payment, fee, reimbursement of the money and / or goods; delivery method; delivery address; account receipt address; information on the receiver of the goods; manner of protection of confidential data; a statement of known export restrictions, customs regulations and any other relevant provisions related to the consumer; the name of the country in which the Payment Recipient and the Point of Sale are located; a statement on the protection and collection of personal data and their use, whereby he/she is obliged to ensure Users have the possibility of not accepting to participate in marketing campaigns as well as to deny the consent to the provision of their personal data for use by third parties; ECC trademark and logo of Cards which are accepted in at least the same proportion in which the identification marks of other cards accepted at the Internet Point of Sale are highlighted.

17.11. The Payment Recipient is obliged to notify the ECC in writing of any planned change related to its Internet Point of Sale, in case the change is directly or indirectly related to the ECC and the acceptance of the Cards at that Internet Point of Sale, including

but not limited to the Point of Sale URL, security protocol and similar information, at least one month before the planned change.

17.12. In the event that Payment Recipient is not performing a reliable authentication and the User disputes the transaction, i.e. he/she has not authenticated it, regardless of the received authentication, ECC reserves the right to deny the payment for disputable Transaction to the Payment Recipient, or is entitled to be fully remunerated by the Payment Recipient by reducing subsequent payments issued to the Payment Recipient on any legal basis.

18. Special Obligations of Payment Recipient for MO/TO Acceptance

18.1. In case the card is not present, the merchant can initiate the MO/TO transaction by the method of manual entry of the card data via the POS terminal, with the obligatory consent in the form of a written or telephone order from the Card User.

18.2. The ECC shall pay the Payment Recipient the amount of the cost incurred on the basis of a written or telephone order only if the authorization has been obtained and if the Card User does not dispute the cost.

18.3. Payment Recipient agrees that, if the cost has already been covered and the Card User is later disapproving it, ECC has the right to deduct disapproved amount from another amount being paid to Payment Recipient on any basis.

18.4. ECC can exercise the right from previous paragraph for authorisation of disputed amount as well.

19. Special Obligations of Payment Recipient for MIT Acceptance

19.1. The Payment Recipient may initiate a MIT transaction based on an agreement between the Card User and the Payment Recipient.

19.2. The ECC shall pay the Payment Recipient the amount, if the authorization has been obtained and if the Card User does not dispute the cost.

19.3. Payment Recipient agrees that, if the cost has already been covered and the Card User is later disapproving it, ECC has the right to deduct disapproved amount from another amount being paid to Payment Recipient on any basis.

19.4. ECC can exercise the right from previous paragraph for authorisation of disputed amount as well.

20. Special Obligations of Payment Recipient Regarding Hospitality Services

20.1. The Instructions for the acceptance of Cards in the hotel industry, which form an integral part of the Blanket Agreement, shall apply in all cases of Card acceptance for the purpose of payment for services in the hotel industry.

20.2. The Payment Recipient understands and agrees that in case of the User's complaint related to debiting the User's Card due to non-arrival or untimely cancellation of the reservation in accordance with the rules of International Issuing Companies and / or card payment schemes, he/she can charge the User only for one night, for which he/she will obtain proof of acceptance of the General Terms and Conditions by the Payment Recipient if requested by the card scheme.

20.3. The Payment Recipient may charge the User's Card for the amount of the subsequently determined damage only with the obtained consent of the User.

21. Special Obligations of Payment Recipient Regarding Payments for Vehicle, Boat and Other Means of Transport Rental Services

21.1. The Procedures for the lease of movables that form an integral part of the Blanket Agreement shall apply in all cases of acceptance of the Card for the purpose of paying the rent of means of transport.

22.2. The Payment Recipient may charge the User's Card for the amount of the subsequently determined damage only with the obtained consent of the User.

22. Obligations Regarding Status, Organizational and Other Business Changes of Payment Recipient

22.1. Payment Recipient is required to without delay notify ECC in writing about planned status, organizational or other business change (change of authorised persons, address, business bank, business account number, point of sale, telephone number, contact information etc.) that is important for the execution of this Agreement.

22.2. Until the date of receipt of the notification referred to in the previous paragraph of this Article, the ECC shall perform the obligations under this Agreement in accordance with the information specified therein and the Payment Recipient shall bear all damages that may arise due to the failure of the Payment Recipient to notify the ECC about the changes in a timely manner.

23. Obligations of the Payment Recipient Related to the Use of ECC Logo, ECC Trademark, ECC Marketing Materials and Other ECC Materials

23.1. The Payment Recipient is required to visibly display at each of its Point of Sale the material that the ECC provides for the

purposes of notifying the User about Card acceptance and terms of acceptance, as well as for marketing purposes, as well as material needed to fulfil ECC's obligations pursuant to regulations on, among other things, card acceptance, consumer protection, visual labels of Cards being accepted, trademark and other ECC signs, including stalls with Card registration forms and signs about promotions that will be organised occasionally, in the manner requested by the ECC.

23.2. If Payment Recipient stops accepting Cards for any reason, all material listed in previous paragraph of this article shall immediately be removed and returned to ECC at Payment Recipient's cost.

23.3. The Payment Recipient is required to use the name, logo, trademark or any other protected visual of ECC and / or Cards only in the manner which is maintaining ECC's reputation, and shall use the name, logo, trademark or any other protected visual of ECC and / or Cards only for his/hers own promotional purposes upon receiving written permission from ECC.

24. Data Confidentiality Obligation

24.1. The Blanket Agreement with all its amendments constitutes a trade secret in respect of the amount of the transaction acceptance fee, and the Payment Recipient and the ECC undertake to keep these provisions confidential.

24.2. The Payment Recipient is obliged to comply with the Payment Card Industry Data Security Standard in the execution of the Blanket Agreement (hereinafter: PCI DSS), available at www.pcisecuritystandards.org/security_standards/pci_dss_download.html. The Payment Recipient undertakes to comply with the PCI DSS as soon as possible and to obtain a Certificate of Conformity or other appropriate document of compliance with the PCI DSS (hereinafter collectively referred to as: Certificate of Conformity), as prescribed by the PCI DSS, and undertakes to notify the ECC about it. After the expiration of the Certificate of Conformity, the Payment Recipient undertakes to obtain a new Certificate of Conformity and he/she is obliged to submit it to the ECC upon its request. The Payment Recipient is also required to follow all PCI DSS standards and requests autonomously and independently of ECC. Payment Recipient is required to compensate ECC for all damages, costs, penalties received from card payment schemes and all other compensations that might arise for ECC due to Payment Recipient's failure to comply with commitments stipulated in this article.

24.3. The Payment Recipient specifically agrees to the following: full content of Card chip and/or magnetic strip shall not be saved in any circumstances, three-digit CVV2 or CVC2 that is printed on the back of the Card and used for security checks shall not be saved in any circumstances, as well as any other information printed on the Card (card number, first and last name); and ECC shall be immediately notified of all cases of unauthorised access to devices containing transaction information.

24.4. In the event of misuse of Card data accepted at the Payment Recipient's Points of Sale, as well as violation of the provisions of this Article of the General Terms and Conditions, all costs incurred by such misuse or violation shall be borne by the Payment Recipient.

24.5. The Payment Recipient shall be bound by the provisions of this article during the Blanket Agreement term and upon its termination for any reason.

25. Debt Insurance by ECC and Fulfilment Sequence

25.1. If ECC, at any given moment, requires issued security instruments for commitments of the Payment Recipient to ECC, the Payment Recipient shall, within the period specified by the ECC, deliver the required security instruments and agree that the security instruments provided may be used to settle any Payment Recipient's obligation to the ECC.

25.2. If there are several financial obligations of the Payment Recipient to the ECC, and it was not otherwise explicitly regulated, any payment of the Payment Recipient or any other person for the commitments of the Payment Recipient will be accounted for by first settling the costs, then interest, then the principal, in the order in which the commitments are due, whereby all costs shown in one monthly invoice are considered due at the same time.

26. Blanket Agreement Duration Period

The Blanket Agreement is signed for an indefinite period of time, unless otherwise regulated.

27. Modifications, Cancellation and Termination of Blanket Agreement

27.1. ECC is authorised to propose Blanket Agreement modifications, as well as modifications of any Integral Part of the Blanket Agreement, at least 30 days before they become effective.

27.2. The ECC shall notify the Payment Recipient of all amendments to any Integral Part of the Blanket Agreement, apart from Display of interbank fees and Methodologies for calculating fees according to card payment schemes, by a separate notification, e-mail, a notification attached to the invoice, via ECC Digital channels or via other available channels at least 30 days before such amendments take effect. Amendments to the Display of interbank fees and Methodologies for calculating fees according to

card payment schemes shall be published by ECC on ECC websites www.erstecardclub.hr or www.diners.hr and via ECC Digital Channels if technical prerequisites are provided, and the Payment Recipient may request for them to be delivered by e-mail. The Payment Recipient can, at any given moment after the notification, request from the ECC all modified Integral Parts of a Blanket Agreement, as well as collect them in person in ECC Headquarters in Zagreb, on the mentioned ECC websites, ECC Digital Channels and he/she can request for them to be delivered by e-mail.

27.3. If the Payment Recipient fails to communicate to ECC in writing his refusal of the amendments to the Blanket Agreement up to the proposed date of their entry into force, it shall be deemed that Payment Recipient accepted the amendments to the Blanket Agreement. The Payment Recipient agrees that amendments favouring the Payment Recipient may be executed immediately, without prior notification.

27.4. If the Payment Recipient does not accept proposed amendments to the Blanket Agreement, he/she is entitled to terminate the Blanket Agreement on any date before such amendments enter into force.

27.5. The Payment Recipient can, without providing a specific reason, cancel the Blanket Agreement with a notice period of 30 days. Notice period shall start on the date when written termination statement has been delivered to ECC headquarters.

27.6. The ECC may, without stating a reason, cancel the Blanket Agreement with a 30-day notice period starting from the date of submission of the written notice of termination to the authorized postal service provider for delivery to the last known address of the Payment Recipient which was delivered to the ECC as a contact address or via e-mail.

27.7. The Payment Recipient and the ECC may terminate the Blanket Agreement taking effect from the moment of submitting the written notice of termination to the authorized postal service provider for delivery to the other contracting party or from the moment of sending the notice of termination to the other contracting party's e-mail, in the event that the other contracting party violates any of its obligations under the Blanket Agreement and does not eliminate such violation even within 15 days from the date of receipt of the written warning of contractual obligation breach. The deadline of 15 days shall not apply in case the ECC determines that the Payment Recipient accepts the Card for the payment of goods and / or services that are contrary to public order and morality of the society, has not submitted the data / documents requested by the ECC and if the Payment Recipient acts in a way which is contrary to the provisions of the Anti Money Laundering and Terrorist Financing Law and all other relevant regulations in force in the Republic of Croatia, in which case the termination occurs on the day of submission of written notice of termination to the authorized postal service provider, that is, on the day of sending the notice of termination to the e-mail of the other contracting party.

27.8. The ECC is authorized to temporarily suspend the reception services if the Payment Recipient has not submitted the requested documentation or data necessary to fulfil the obligations under the Anti-Money Laundering and Terrorist Financing Law or the ECC for other reasons cannot fulfil the obligations and measures from the regulations on prevention of money laundering and terrorist financing.

27.9. If no Transactions are initiated at the Payment Recipient's Point of Sale within the period of one year, the Blanket Agreement automatically terminates on the first day following the expiration of that period. In this case, the ECC is not obliged to notify the Payment Recipient separately about the termination of the Blanket Agreement.

28. Communication and Informing

28.1. In the event of any change of information, including contact data, the Payment Recipient is obliged to notify the ECC thereof in writing without delay.

28.2. If the User does not inform the ECC about the change of data, including contact details, he/she explicitly agrees that the day of delivery is considered the day of delivery of the shipment to the post office, addressed to the registered office entered in the court register and / or the last address submitted to the ECC, including e-mail address.

28.3. All written documentation and shipments shall be delivered primarily to ECC Digital Channels if the technical preconditions for it are met on the ECC side, i.e. by e-mail or on paper by regular mail. The Payment Recipient can request in writing that such documents and shipments should be delivered via registered mail, in which case the Payment Recipient is obliged to cover the fees established under the Decision on Fees by ECC. In relation to Payment Recipients who receive notifications by e-mail and / or via ECC Digital Channels, the notification delivery date is considered the day of sending the e-mail or the day when the notification was made available on ECC Digital Channels.

29. Claims and/or Blanket Agreement Transfer

29.1. The Payment Recipient undertakes not to assign or in any way transfer its claims to the ECC or the obligations and rights under the Agreement to third parties without the written consent of the ECC, and the ECC may charge the Payment Recipient for it with a fee in the amount determined by the ECC's decision.

29.2. The Payment Recipient agrees that the ECC may cede or in other manner transfer its claims towards Payment Recipient as well as its obligations and rights from the Agreement to third parties, in which case the ECC is required to notify Payment Recipient of such transfer.

30. Relevant Law and Legal protection

30.1. In terms of the Blanket Agreement, the governing law shall be Croatian law.

30.2. If the Payment Recipient considers that the ECC has violated its obligations under Title II and/or III of the National Payment System Act, Regulation (EC) No. 924/2009, Regulation (EC) No. 260/2012 or Regulation (EC) No. 2015/751, he/she may submit a written complaint to the ECC. The ECC is obliged to submit a response to the complaint within (10) ten days or within another legal period from the day of receipt of the complaint. In the event that the ECC is unable to respond within the prescribed period, for reasons beyond the control of the ECC, the Payment Recipient shall, within the specified period submit an interim response with the stated reasons for the delay and the deadline by which he/she will submit a final response to the objection, which shall not exceed 35 days.

30.3. If the Payment Recipient or any person with a legal interest considers that the ECC has violated its obligations under Title II and / or III of the National Payment System Act or the aforementioned Regulations, he/she may file a complaint with the Croatian National Bank as the competent authority and the procedure determined by the National Payment System Act will be carried out regarding the complaint.

30.4. In all disputes between the Payment Recipient and the ECC arising from the application of provisions of National Payment System Act or EU regulations listed in this article, a mediation proposal may be submitted to the Mediation Centre of the Croatian Chamber of Economy, which will then be conducted in accordance with the Mediation Rules of the Croatian Chamber of Economy.

31. Processing of Personal Information

Information on legal basis, procedures and purposes of personal information processing by the ECC, as well as all other information pursuant to General regulation on data protection (GDPR), can be found in the Information on Processing of Personal Information which are available at headquarters, on ECC's websites and at Erste Bank's branch offices.

32. Entering into Force

These General Terms No. OU-PR-ECC/06-2021/ 01 shall replace General Terms of the Blanket Agreement on Card Acceptance No. OU-PR- ECC/06-2020 / 01 as of June 15th 2020, and enter into force on June 1st 2021. General Terms for Blanket Agreements concluded until May 31st 2021 come into force on July 1st 2021.