

**GENERAL TERMS AND CONDITIONS OF THE BLANKET AGREEMENT  
ON ISSUING AND USING DINERS CLUB CARD ISSUED BY ERSTE CARD CLUB D.O.O.**

**1. Information on the Payment Services Provider**

- 1.1 Provider of the services of issuing the Diners Club Card is Erste Card Club d.o.o., with headquarters in Frana Folnegovića 6, Zagreb, tax number (OIB): 85941596441, (hereinafter: ECC).
- 1.2 Pursuant to the Electronic Money Act, ECC obtained a ruling by the Croatian National Bank (hereinafter: CNB), Dec. no.: 364-020/12-11/ŽR, dated 16 December 2011, based on which ECC was granted the approval for (i) issuing electronic money and providing payment services related to issuing electronic money; (ii) providing services of execution of payment transactions via payment cards or through similar means, where funds are covered through the line of credit for payment services user; and (iii) providing services of issuing and accepting payment instruments. Pursuant to the above ruling, ECC is registered under number IEN113 into the electronic money institution register managed by CNB. CNB supervises the implementation of the Electronic Money Act and National Payment System Act.
- 1.3 The User and ECC mutually agree and accept that said Blanket Agreement shall not be used only to finance specific products and/or specific services, therefore that it shall not be related to the Loan Agreement within the meaning of the Consumer Credit Act and other regulations regulating consumer protection. The User and ECC mutually agree that the User makes the choice for himself/herself, and that ECC does not, in any manner, affect that choice, the choice of products and/services to be bought using the Card, and the choice of the Point of Sale where the User will make the purchase. Therefore the User shall directly solve his/her relationship with Points of Sale, pursuant to Article 16 of this General Terms.

**2. Terms**

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

**Diners Club Card or the Card:** Basic Diners Club Card, Additional Diners Club Card, Joint Diners Club Card and Business Diners Club Card

**Basic Diners Club Card:** Card issued by ECC to the Basic User who can, due to the basis for the usage of the Card, can request for Additional Diners Club Cards and/or Joint Diners Club Cards to be issued.

**Additional Diners Club Card:** Card issued by ECC to the Additional User, at the request of a Basic User, and related to the Basic Diners Club Card of the Basic User, who is together with the Additional User jointly responsible for all commitments related to that Additional Diners Club Card.

**Joint Diners Club Card:** Card issued by ECC at the request of a Basic User or Business User, and is connected to the Basic, Additional or Business Card.

**Co-brand Card:** Card issued by ECC in cooperation with other business subjects, which enables the User to use specific benefits offered by those business entities.

**Business Diners Club Card:** Card issued by ECC at the request of a Business Client to persons named by the Business Client in the Request for the Diners Club Card issuance, and the use of which is limited to business expenses; it can be Diners Club Business card or Diners Club Corporate Card.

**User:** Natural or legal entity, i.e. a business entity that has the right to use the card pursuant to the Blanket Agreement as a: Basic User, Additional User, Business User and Business Client.

**Consumer:** All natural entities who operate, within the Blanket Agreement, outside of the commercial, business or professional activities.

**Basic User:** A natural person of legal age and with legal capacity, whereas the Basic User can be a private user, a senior (people older than 55) and a student user (person to whom the card can be issued until the age of 26), who acts as a Consumer.

**Additional User:** A natural entity who, at the request of the Basic User, was issued an Additional Diners Club Card or Joint Diners Club Card by ECC, who acts as a Consumer.

**Business User:** A natural person of legal age and with legal capacity who, at the request of the Business Client, was issued a Business Diners Club Card.

**Business Client:** A business entity on whose request the Business Diners Club Card was issued.

**Point of Sale:** Place where goods and/or services are being sold, including the device/validator which records the acceptance of the Card by pressing it, pulling it through or in any other agreed manner. Point of Sale can conduct business via internet, and can also be ECC.

**Customised security features:** (a) PIN - card personal identification number is a four-digit number assigned to the User by ECC upon approval of the Request; (b) CVV2/CVC2 – control three-digit number printed on the back of the Card; (c) signature by the User on the back of the Card.

**ECC Online Services:** These enable users to track Card charges, activation/deactivation of specific services and the use of other services defined in the General Terms of the Agreement on using ECC Online Services, and accessed at <https://online.erstecardclub.hr> after entering the user name and password for ECC Online services.

**Card category:** A designation on a Card which clearly specifies if the Card is credit, debit, business/commercial card or prepaid card.

### 3. Subject and Integral Parts of the Blanket Agreement

- 3.1 Blanket Agreement regulates the rights and commitments of ECC as a provider of payment services under Article 1.2 of these General Terms and the rights and commitments of the person at whose request the Card was issued, as well as the person using the Card, if the Card was issued at the request of another person.
- 3.2 Blanket Agreement consists of: (a) Request for Diners Club Card Issuance (hereinafter: Request), (b) General Terms, (c) Special Terms and Conditions on Issuing and Using Diners Club Card (hereinafter: Special Terms); (d) Decision on Fees for the Diners Club Cards, (e) Methodology of Manner and Sequence of Closing Receivables, and if applicable, (f) Agreement related to consumer loan approval in accordance with the definition of the term given in the Law on Consumer Credit (hereinafter: Integral Parts).

### 4. Manner and Time of Entering into Blanket Agreement

- 4.1 Person who wishes to enter a Blanket Agreement can, at any given moment, request from the ECC Integral Parts of a Blanket Agreement for a requested Card type, as well as collect them in person at an ECC branch in Zagreb, in Erste&Steiermärkische Bank d.d. branch offices or via internet on the ECC website [www.diners.hr](http://www.diners.hr) and [www.erstecardclub.hr](http://www.erstecardclub.hr); if the residence of said person is outside of Zagreb, he/she can request for a delivery via mail.
- 4.2 The Request represents an offer of entering into a Blanket Agreement that is submitted to the ECC by the signees. The ECC shall have the right to reject any Card Issue Request.

- 4.3 If the Basic User indicates in the Request that he/she wants to be a private or senior user, but is not eligible for the respective user, or he/she did not specify the user in the Request, Basic User agrees and accepts to be allocated by ECC to the group for which he/she meets the requirements.
- 4.4 ECC shall issue the Card no later than 10 work days from the day the Request was approved.
- 4.5 The Blanket Agreement shall be deemed as concluded on the day of ECC's approval of the Request.
- 4.6 By using the Card for the first time, the User agrees that the ECC fulfilled its information commitment pursuant to the National Payment System Act

## **5. Card Functionalities**

- 5.1 The card has following functionalities: (a) one-time purchases at Points of Sale in the Republic of Croatia and abroad; (b) repayment by instalments in the Republic of Croatia; (c) consumer loan in the Republic of Croatia; (d) contracting direct debits in the Republic of Croatia; (e) cash withdrawal at ATMs and withdrawal counters in the Republic of Croatia and abroad where the Card is an acceptable means of cash withdrawal and which are specially designated as such (hereinafter: Basic Functionalities).
- 5.2 Student users do not have the possibility to contract direct debits, and they can arrange consumer loans only with the consent of the guarantor payer.
- 5.3 The card with a chip for contactless payment has the functionality of contactless payment. Contactless payment via the Card is performed at Points of Sale which can accept Cards in such manner. At Points of Sale the User chooses if he/she wishes to pay by Card by contact (inserting or pulling the Card through a POS device) or make contactless payment (by pressing the Card on the POS device). Functionality of contactless payment was implemented in accordance with prescribed technological criteria for card schemes and corresponding safety standards.
- 5.4 If the ECC enables specific benefits for its Card Users, such as the right to insurance or participation in an award programme, the requirements for the right to said benefits and their use are set in the rules of the programme, which do not constitute an integral part of a Blanket Agreement and ECC can change them in a manner set in the programme rules.
- 5.5 Additional functionalities provided by ECC i.e. ECC's business partner (e.g. Co-brand Card) are defined in Special Terms related to that cards, and are subject to change in accordance with the business decision by ECC i.e. ECC's business partner.

## **6. Proceeding with the Card and its Personalised Safety Characteristics**

- 6.1 The User is obliged to sign the back of the Card. Otherwise, he/she shall be responsible for damages that the ECC could suffer due to the misuse of an unsigned Card.
- 6.2 Immediately after receiving the PIN code, the User shall proceed with it with strict confidentiality and shall not make it available to any third party in any manner. Should the User fail to do so and the PIN code is misused, the User shall bear all the costs incurred by such misuse pursuant to Article 11.1 b) of these General Terms.
- 6.3 The User shall make all other reasonable protection measures for the protection of Personalized Safety Characteristics and the Card. If the Card is used by a third party and if the User was aware of that or should have been aware, it shall be deemed as misuse of the Card and in said case the ECC has the right to terminate the Blanket Agreement.
- 6.4 The User shall exercise due diligence in terms of the user name and password used to access ECC Online Services and Personalised Safety Characteristics used to access any of the web sites

where the User may carry out online payments; it is not recommended to send these data via e-mail or communicate them over the phone. All data on Personalised Security Characteristics that the User uses on ECC Online Services or on any web sites where the User may carry out online payments, shall be secured by a safety encryption protocol, which ensures secure data transfer between the User's computer and the provider of online payment services.

- 6.5 The User shall be obliged to undertake all reasonable security measures during online payments, such as using anti-virus programmes, initiating payments on computers with limited access, activating the firewall option in the operating system, using licensed software (operating system, browser) as well as regular and appropriate computer maintenance. Safety protection instructions for internet payments are published on websites [www.diners.hr](http://www.diners.hr) i [www.erstecardclub.hr](http://www.erstecardclub.hr).
- 6.6 The User understands and agrees that all websites that allow internet payment have unique rules and procedures which have to be followed by the User when making payment transactions. How such transactions are authorised is described under Article 9 of these General Terms.
- 6.7 The Card shall not be used as debt payment security instrument, it shall not be used to withdraw cash by simulating buying and selling or by paying for fictive goods or services and for buying and selling that is contrary to the regulations of the Republic of Croatia. The Card cannot be transferred to another person and can only be used by the User whose name is on the Card. The User shall not use the Card for any illicit purposes.
- 6.8 Users shall be obliged to inform the ECC without any delay of any loss or theft, suspected or actual misuse of the Card via telephone: 08001144, or telephone for foreign calls: +385 1 4929 113, with additional written statement signed by the User and delivered to the ECC headquarters address. Loss or theft of Card, PIN code or any other Personalized Safety Characteristic shall be reported by the User by using the contact information under paragraph 22.2 of General Terms. ECC can decide to record all such telephone conversations, which the User shall agree to by signing the Blanket Agreement.
- 6.9 If the User, after reporting the loss or theft of the Card, finds said Card, it cannot be used, but the User shall immediately report it to ECC on telephone numbers given in the last paragraph, and shall follow the instructions provided by ECC. Otherwise, all costs charged to the Card of whose theft, misuse or loss ECC has been informed, shall be subject to the provisions of paragraph 11.1 b) of these General Terms.
- 6.10 The User agrees to the possibility of being requested to present an identification document with a picture by any employee at the Point of Sale for the purpose of identity verification.

## **7. Limit on Spending**

- 7.1 If the Basic User submits the Request for Basic Card Issuance for the first time, ECC may set a spending limit on all cards issued at his/hers request to the amount corresponding to the amount of monthly net income paid to the Basic User, submitted to ECC together with the Request or subsequently, multiplied by a coefficient to a maximum of 3.8.
- 7.2 After setting the initial spending limit, ECC continuously manages the risk and adjusts the spending limit accordingly. Risk assessment of the User depends on the duration of card usage, the amount of monthly net income, timely settlement of liabilities, the amount and structure of consumption, Invoice amount, the total amount due and accrued expenses and changes in property circumstances of the User.
- 7.3 The User agrees that ECC can unilaterally change the spending limit taking into account the risk assessment of the User, his/hers spending habits, income of the User i.e. guarantor payer, as well as credit worthiness of the Business Client and credit indebtedness of which it has knowledge.

- 7.4 Following the written request by the User, ECC may limit or block the function of online payment for each individual card.
- 7.5 If the User uses more than one Card, the contracting parties can agree on redistributing the limit on spending per Card.
- 7.6 Card users can check their spending limits per cards on weekdays from 8 a.m. to 8 p.m. and Saturdays from 8 a.m. to 1 p.m. at +385 1 4929 555 or at +358 1 4929 112 outside the above terms. Checking the allowable amount for cash withdrawal is also possible via ECC Online services.

## **8. Blocking and Depositing the Card**

- 8.1 ECC has the right to block the use of the Card at any given moment due to the following reasons:
- a) for security of the Card as a payment instrument
  - b) when there is suspicion of unauthorised Card use or in case of any suspicion of Card use with intention to commit fraud
  - c) in case of significant increase of the risk that the User, or person responsible for payment of costs, will not be able to fulfil his/her commitment to ECC on any grounds
- 8.2 ECC will inform the User on each issued invoice of the conditions under which ECC can block the card due to the delay in payment of invoices. In all other cases of blocking, ECC shall inform the User immediately before blocking the card, unless the provision of such notice would be contrary to objectively justified security reasons or law. ECC can decide to record any such telephone conversation.
- 8.3 If ECC is not able to inform the User in the manner provided in the preceding paragraph before blocking the Card, it will try to do it in the same way immediately after blocking the Card. If ECC fails to contact the User by telephone even after the second attempt, it shall send a written notice to the User or an update via e-mail or SMS.
- 8.4 Any attempt to use the Card after the notification on Card blocking represents its unauthorized use and it serves as a reason for termination of the Blanket Agreement and all other agreements that the User has with ECC
- 8.5 ECC can request from the User to deposit the Card with the ECC if there is any reason for the Card to be blocked. The User bears the costs for the return of the Card in the amount set by the Decision on Fees for Diners Club Cards.
- 8.6 Blocking or depositing the Card shall not affect its expiry date and the commitment to pay monthly fees; ECC, if it evaluates that the reasons for the blocking or depositing no longer exist, shall deliver the Card to the User to continue with its use, if the Blanket Agreement for the Card was not cancelled or terminated during that period.

## **9. Payment transaction authorisation and its revocation**

- 9.1 The User authorises the payment transaction in one of the following ways:
- a) Signing the transaction confirmation (slip), whereby the User is required to sign the slip in the same way as on the Card; At Points of Sale where is not possible to sign the slip due to technology issues or the sales process (e. g. toll), consent is expressed by giving the Card to the employee at the Point of Sale;
  - b) Signing the transaction confirmation on the screen of the smart device, whereby the User is required to enter the signature in the same way as on the Card;
  - c) Entering PIN code;

- d) Entering user name and password required to use ECC Online Services;
- e) Communicating CVV2 number and other Personalized Safety Characteristics required at a Point of Sale for the acceptance of the Card via Internet, telephone or in a written form;
- f) Using the device that registers the acceptance of the Card by placing the Card on, inserting it in or pulling it through the device;
- g) Paying bills that contain payment transaction amount without contesting the payment transaction in accordance with Article 13 of these General Terms.

- 9.2 When withdrawing cash from an ATM, the User shall enter the PIN code and keep a copy of the transaction confirmation. Electronic information on cash withdrawal transaction authorised with a PIN code that were delivered to ECC by the payer serves as an order by the User to execute payment transaction. If the User pays the Invoice by withdrawing cash via ECC Online services, selection of the service e-cash with the confirmation of the order implementation serves as an order by the User to execute payment transaction.
- 9.3 When giving approval for the transaction in the manner provided in paragraph 9.1. point a) the User is required to submit a signed copy of the slip at the Point of Sale and keep one copy. In case of a transaction made on a mPOS device, where the User has authorised the payment transaction pursuant to paragraph 9.1, point (b), the User will receive the receipt electronically, via email or SMS, at the email address or number provided at the Point of Sale during the transaction. If the User, for any given reason, fails to provide contact information at the Point of Sale for the delivery of a receipt electronically, the User agrees and acknowledges that the transaction data will be sent on an invoice.
- 9.4 The user gives consent to the payment transaction that occurs via contactless payment using the device that records the acceptance by pressing the card on the device. On the territory of the Republic of Croatia contactless payment by a card without signing the slip is possible up to the maximum amount of 100.00 HRK. In said case it is not required from the Point of Sale to deliver a receipt (slip), but if a User wishes a receipt (slip), he/she can request it at the Point of Sale. In all cases, the ECC retains the right to, for the purpose of risk control, as well as in all other cases when the ECC deems it necessary, to request from the User to sign the slip. User gives his/hers consent for contactless payment with the card in the amount of more than 100.00 HRK by signing the slip.
- 9.5 If the User has contracted direct debit on the Card, pursuant to the definition of the term in the Law on Payment System, approval and withdrawal of approval for the payment transaction is subject to provisions from a separate framework contract regulating direct debit on the Card.
- 9.6 Card user cannot recall authorisation for implementing transaction payment after authorising payment transaction in any said way, unless the Point of Sale delivers the authorisation for the recall of the authorisation of payment transaction execution to ECC.

## **10. Responsibility for Authorised Payment Transactions**

- 10.1 Basic user is responsible for the commitments incurred by authorized payment transactions that are charged to the Basic Diners Club Card and related Diners Club Cards and the commitments resulting from authorized payment transactions that are charged to the Additional Diners Club Cards and related Diners Club Cards. In case where the card was issued to the student (with the guarantor payer), guarantor is jointly responsible for the commitments incurred by authorized payment transactions that are charged to the Card and related Diners Club Cards.
- 10.2 Additional Diners Club Card user is responsible for the commitments incurred by authorized payment transactions that are charged to the Additional Diners Club Cards and related Diners Club

Cards. In case of a revolving card, the Additional User is a joint guarantor for the commitments of the Basic User based on the approved Revolving Loan.

- 10.3 Additional Diners Club Card user is responsible for the commitments incurred by authorized payment transactions that are charged to the Related Diners Club Card.
- 10.4 Business client is responsible for the commitments incurred by authorized payment transactions that are charged to the Diners Club Corporate Card and Diners Club Business Card. Business User of Diners Club Business card, if at the moment of the request being submitted, is also the person authorised to represent and/or founder and/or co-founder of the Business Client, the Business User is jointly with the Business Client responsible for all debts of the Business Client to ECC.
- 10.5 Commitments by authorised payment transactions charged on the Card are the responsibility of the persons who, for said purpose, established collateral conditions with the ECC or took over the commitment of joint liability or co-debt.

## **11. Responsibility for Unauthorised Payment Transactions**

- 11.1 Provisions under Article 10 of General Terms apply to the responsibility for executed unauthorised transactions, more specifically:
  - a) With regard to the User, up to a maximum amount of HRK 400.00 if the execution is a consequence of using a lost or stolen Card or a consequence of any other misuse of the Card, if the User failed to secure Personalised Security and
  - b) In the full amount if the User proceeded fraudulently, or unintentionally or due to gross negligence failed to fulfil one of his/her commitments under Article 6, paragraphs 6.1, 6.2, 6.3, 6.7, 6.8, 6.9, and 6.10 of the General Terms.
- 11.2 Provisions under paragraph 11.1 shall not apply to the responsibilities for unauthorised payment transactions executed after the notice under paragraph 6.9 of the General Terms was received, and which are no longer the responsibility of the User unless he/she acted in fraudulent manner.

## **12. Time the Payment Order is Received and the Time of Its Execution**

- 12.1 Collective Payment receipts and electronic information on the transaction authorised in one of ways described under paragraph 9 which were delivered to the ECC are deemed an order by the User to execute payment transaction initiated by the Point of Sale as a recipient.
- 12.2 The time the Payment Order is received is the moment when ECC receives an order for payment of costs incurred by the Card or through a Point of Sale as the Recipient or a third party the Point of Sale agreed to forward Payment Orders to the ECC. If the receipt of the payment order does not fall on a working day of the ECC (Saturday, Sunday or national holidays) or if the order is received on a working day after 23:59, the payment order shall be considered to be received on the next working day.
- 12.3 The User shall inform ECC if one of the costs was not recorded on the invoice that was issued. The notification shall include the name of the Point of Sale, date the cost was incurred and the cost amount. Based on said notice, ECC contacts the Point of Sale in order to acquire the Payment Order. If the User fails to inform ECC of the incurred unregistered expense, the User understands and agrees that ECC may charge these costs and any accompanying statutory interest at any point within the 5-year statute of limitations period that starts from the day following the day of incurring costs.

## **13. Invoice and Notification on Payment Transactions**

- 13.1 Once a month, ECC issues to the Basic User or to the Business Client an Invoice, that represents, among other things, information on received payment orders and other costs incurred in the accounting period to which the Invoice relates, of which ECC was informed by the time of issuing Invoice. Invoice is delivered a) in print, usually via mail to the most recent address of the Basic User or Business Client or b) as an e-invoice for the ECC Online Services User who activated the e-invoice service. In case the e-invoice service is deactivated or termination of Blanket Agreement, invoices will be sent via mail.
- 13.2 Basic User or Business Client shall pay the total amount stated on the invoice by the maturity date and in full, except for cases of unauthorised payment transactions when the User shall proceed in accordance with the provisions under Article 14 of the General Terms. In case of failure to pay the invoice by the maturity date, ECC shall charge legal penalty interest rates. If the final day of the maturity date is Saturday, Sunday or any other holiday, the final day of the maturity date is the following work day.
- 13.3 Maturity date for paying the invoice of Basic Users is 9 days from the day of its issuance, unless if agreed otherwise. Maturity date for paying the invoice of Business Clients for Diners Club Business Cards is 12 days from the day of its issuance, and for Diners Club Corporate Cards 14 days from the day of its issuance, unless if agreed otherwise.
- 13.4 Basic User or Business Client can apply for a change of maturity date of the Invoice. Rescheduling the maturity date for the Invoice can affect the representation of more than one instalment in case of an instalment purchase, consumer loan, Diners Club Plus card or cash loan and the cost of direct debits,. The User is obliged to inform ECC about it before applying request.
- 13.5 In the event that an overpayment was recorded at the last invoice, the User is entitled to a refund of overpaid funds. After receiving the information on the overpayment, the User shall deliver to ECC an account number (IBAN) for the payment of said prepaid amount. If the User fails to deliver the number, ECC hereby states to set-off said prepaid amount on due payment claims to the User.

#### **14. Procedure in case of Unauthorised or Incorrectly Executed Payment Transactions**

- 14.1 If the User deems that an authorised transaction is recorded on the invoice or that it was executed incorrectly, the User shall immediately, no later than 13 months from the payment day, submit a written statement to ECC disputing the authorisation or the correctness of the payment via fax no.: +385 1 4920 400 or via email on: reklamacije@ecc.hr.
- 14.2 After receiving the above mentioned written statement, ECC will immediately return the charged Card in the state that the Card would be had the transaction not been executed. ECC shall start the procedure to establish the authentication or correctness of payment transaction, and will inform the User of steps taken. Depending on the results, ECC shall start further procedures for settlement or court procedures with regard to the settlement of disputed transaction.
- 14.3 If the User disputes correct execution of a payment transaction for reasons under the contracting relationship of the User with the Point of Sale, provisions under Article 16 of the General Terms are applied.

#### **15. Refund of Funds for Authorised Payment Transactions Initiated by or through Payment Recipient**

- 15.1 The User has the right to a refund from ECC of 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 are fulfilled cumulatively: (a) authorisation under paragraph 9 of the General Terms at the time when it was provided, was not provided for the exact payment

transaction amount; and (b) payment transaction amount exceeds the amount the User would usually expect with regard to his/her previous spending habits, provisions of the Blanket Agreement and relevant circumstances of said case, and the amount is not exceeded due to the application of exchange rate under Article 17 of the General Terms.

- 15.2 Notwithstanding the provisions of the preceding paragraph, the User is not entitled to a refund if he/she has given consent for the execution of the payment transaction directly to ECC and if the payment Recipient has delivered or has made the information available to the User in relation to future payment transaction, as agreed at least four weeks before the maturity date.
- 15.3 The User loses the right for a refund of funds, pursuant to this Article of the General Terms, if the User fails to deliver to ECC a request for refund by stating the transaction identification number and the reason for refund within 8 weeks from the date the invoice was issued, which is payment day as well.
- 15.4 ECC can request from the User all information required to set requirements for a refund pursuant to this Article, and the User shall provide said information.
- 15.5 ECC will do the following to the User within 10 work days after receiving the request: (a) repay full payment transaction amount; or (b) explain the refusal for refund and state the corresponding bodies for extrajudicial appeals and settlements the User can file an objection, complaint or settlement proposal.

## **16. Settling Complaints with Points of Sale and Withdrawal Counters**

- 16.1 The User uses the Card at ATMs and on withdrawal counters at his/her own risk. In case of any complaints by the User regarding incomplete withdrawal and/or incorrect recording of the amount withdrawn from the withdrawal counter or ATM, as well as ATM maintenance, its proper operation, cash supply, retaining or damaging the Card, ECC shall, in cooperation with the business subjects that own the ATMs or withdrawal counters where cash withdrawal took place, proceed to solve the complaint.
- 16.2 The User shall settle solely with the Point of Sale all possible disagreements and disputes regarding the quality and delivery of goods and/or services, i.e. material or legal faults on the goods and/or services. ECC bears no responsibility for any damage the User has suffered, as well as consequences of the failure of the Point of Sale to fulfil entirely or in part contractual commitments.
- 16.3 If the User submits a complaint to the Point of Sale with regard to goods and/or services paid for by the Card, and the Point of Sale agrees, following a valid complaint, to accept the return of goods and/or services or to cancel or reduce relevant costs, ECC shall, based on explicit written instruction of the Point of Sale, chargeback or reduce the costs and ensure that the Point of Sale issues such an instruction to ECC.

## **17. Fees, Reference Exchange Rate for Converting Costs into HRK**

- 17.1 Costs incurred by use of Card at Points of Sale abroad in currencies listed on the Erste & Steiermärkische Bank d.d. exchange rate list (hereinafter: "ESB") shall be converted into HRK in accordance with ESB selling rate for foreign currencies applicable on the transaction date. Cash and costs of cash withdrawal abroad in currencies that are listed on ESB exchange rate list are converted into HRK in accordance with the ESB effective selling rate applicable on the transaction date. ESB selling exchange rate is available at [www.erstebank.hr](http://www.erstebank.hr). Costs incurred by using the Cards at Points of Sale abroad in currencies that are not listed on ESB exchange rate list are converted into HRK in accordance with the ECC selling rate for foreign currencies applicable on the transaction date. Cash and costs of cash withdrawal abroad in currencies that are not listed on

ESB exchange rate list are converted into HRK in accordance with ECC effective selling rate applicable on the transaction date. ECC selling exchange rate is available at [www.erstecardclub.hr](http://www.erstecardclub.hr). User agrees that costs incurred by using the Card at Points of Sale in the Republic of Croatia in the case when the Card is being used to pay for goods and/or services charged in foreign currency, because the direct provider of services is a foreign Point of Sale or an international reservation system is used, or for any other reason (such as an airline ticket or hotel accommodation services), regardless of the exchange rate applied by the respective Point of Sale, reservation system or any third party, ECC converts any such cost into HRK as follows: (a) for the currency that is listed on ESB exchange rate list, costs are converted into HRK in accordance with the selling rate for foreign currencies applicable on the transaction date; (b) for the currency that is not listed on ESB exchange rate list, costs are converted into HRK in accordance with ECC selling rate for foreign currencies applicable on the transaction date.

- 17.2 Fees for issuance and use of the Card and other ECC products connected to the Card is set and amended by the ECC Decision on Fees for Diners Club Cards i.e. applicable Special Terms.
- 17.3 Entry fee is a fee that the Basic User pays the first time he/she becomes the user of the Basic Diners Club Card, and Business Client when he/she becomes the user of the Business Diners Club Card.
- 17.4 Membership fee for Cards can be charged per month or per year. Annual and monthly membership fees for new User is calculated 30 days after the approval of the Request and is stated on the Invoice.
- 17.5 Annual membership fee for existing Users shall be calculated after the expiry of 12 months from the previous date of membership calculation and is stated on the Invoice.
- 17.6 By using the Card at ATMs and POS networks that are not owned by ECC, the User can be charged fees for one-time payment transactions by owners of ATM and POS network, and which cannot be influenced by ECC.
- 18. Assessment of Financial Possibilities, Debt Insurance by ECC and Fulfilment Sequence**
- 18.1 ECC is authorised during the entire duration period of the Blanket Agreement, for the purpose of risk assessment and risk management, to request from the User information and documentation on regular and extraordinary income and User solvency, which the User is obliged to deliver to ECC.
- 18.2 If ECC, at any given moment, requires issued security instruments for commitments of the User to ECC, the User shall, within the deadline set by the ECC, deliver the required security instruments. Furthermore, the User shall agree that the delivered security instruments can be used to settle any commitments of the User to ECC, unless otherwise agreed in a special agreement.
- 18.3 The User shall immediately inform ECC on any change to the employment status, as well as any other change of employer or monthly income payer. The User shall inform ECC of any possible account being blocked or a reason for pre-insolvency or insolvency proceedings of the employer. The User is obliged to inform ECC of the opening of insolvency proceedings of the consumer.
- 18.4 Violation of User commitments under above mentioned paragraphs is reason for the termination of Blanket Agreement and all other agreements the User entered with ECC, without required additional deadline for the fulfilment of said commitments.
- 18.5 If there are more similar commitments of the User to ECC, and it was not otherwise explicitly regulated, any payments made by the User or any other person for the commitments of the User

shall be calculated in accordance with the established Methodology of Manner and Sequence of Closing Receivables.

## **19. Blanket Agreement Duration Period**

- 19.1 Blanket Agreement is signed for an indefinite period of time, regardless of the Card expiry date. If no contracting party terminates the Blanket Agreement and there are no reasons to block the Card and to terminate the Blanket Agreement, ECC will issue a Card with a new expiry date to the User and proceed to do so until cancellation, termination or end of the Blanket Agreement.
- 19.2 In case a Card is issued with a new expiry date, and if the Card being issued again had no contactless functions, ECC may issue a new Card with contactless functions to the User. If the User does not wish to use a contactless Card, the User is obliged to inform ECC about it, no later than fourteen days from the date the Card was delivered, via registered mail or by immediate delivery to ECC headquarters address.
- 19.3 Regardless of the expiry date of the Card issued pursuant to the Blanket Agreement, by cancelling, terminating or ending the Blanket Agreement in any manner possible, the right of use ends and the User shall immediately return a halved Card to ECC headquarters address or to the nearest ESB branch office. Any use of said Card after the end of Blanket Agreement shall be deemed unauthorised use of Card and represent intentional misuse of the Card by the User. In case of cancellation, termination or end of Blanket Agreement in any manner, all costs and commitments charged on the Card are due on the date the Blanket Agreement ends. This is also the day when all direct debit agreements on the Card end.
- 19.4 If the Card, while it is valid, gets lost, damaged or stolen and ECC issues a replacement Card, the same Blanket Agreement that applied to the lost, damaged or stolen Card shall automatically transfer to the replacement Card.

## **20. Modifications, Cancellation and Termination of Blanket Agreement**

- 20.1 ECC is authorised to propose Blanket Agreement modifications, i.e. modifications of any Integral Part of the Blanket Agreement, at least two months before they become effective.
- 20.2 The notice on modifications of any Integral Part, except for the Decision on Limit Allocation, shall be delivered by ECC to the Basic User and to the Business Client in a separate letter or in a letter enclosing the Invoice or in an e-invoice at least two months before the amendments enter into force. Notice of the Amendment to the Special Terms shall be delivered to Users to whom the Special Terms relate to. The User can at any given moment, after the notification, request from ECC amended Integral Parts of the Blanket Agreement, and can also collect them in person in Erste&Steiermärkische Bank d.d. branches or via internet on the ECC website [www.diners.hr](http://www.diners.hr) and [www.erstecardclub.hr](http://www.erstecardclub.hr). If the residence of said person is outside of Zagreb, he/she can request for a delivery via mail to the required address.
- 20.3 The User agrees that, in case the Card he/she uses (hereinafter: Existing Card) is no longer issued by ECC, ECC shall provide him/her with another card that contains basic functionalities of the Existing Card (hereinafter: New Card). ECC shall inform the User about it at least two months in advance. The User understands that it does not necessarily involve physical replacement of the card.
- 20.4 If the User 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 he accepted the amendments to the Blanket Agreement.

- 20.5 If the User informs ECC in writing that he/she does not accept the modifications of the Blanket Agreement before the effective date, the Blanket Agreement shall be terminated on the date when the modifications of the Blanket Agreement, had they been accepted, would have come into effect.
- 20.6 The User agrees that interest rate changes or exchange rate changes that arise from reference interest rate or reference exchange rate can be performed immediately, without previous notice. The User agrees that interest rate changes or exchange rate changes in the favour of the User can be performed immediately, without previous notice.
- 20.7 The User can, without providing a specific reason, cancel the Blanket Agreement with one month notice period, which shall start on the date the written cancellation notice is delivered via registered mail to ECC or to a ESB branch office.
- 20.8 ECC can, without providing a specific reason, cancel the Blanket Agreement with a two month notice period, which shall start on the date the written cancellation notice is sent via registered mail to the address of the User.
- 20.9 The User and ECC can terminate the Blanket Agreement if the other contracting party violates any of its commitments under the Blanket Agreement and such violation is not eliminated within 15 days from the date the notification on the violation of commitments is sent via registered mail, and which describes said violation. If the violation is not rectified within the given deadline, the notification about the violation shall be considered to be a statement on termination of the Blanket Agreement, and the Blanket Agreement shall be terminated on the fifteenth day from the day of sending the notification without the need to send any additional statements. In cases where the termination of the Blanket Agreement does not require notification to the other party or a 15 day deadline are explicitly stated in these General Terms, Special Terms and/or Special Provisions of the Blanket Agreement. In these cases the termination shall become effective on the day of mailing the termination notice by registered mail to the address of the other contracting party, unless otherwise agreed in a special agreement.
- 20.10 In all cases, ECC is authorised, without providing additional deadline and reasoning, to terminate any Blanket Agreement with the User if (a) the User has any financial commitments to ECC on any grounds, which are due and not paid within 30 days from the maturity date, (b) the monthly income amount available for payment to the User is reduced in comparison to the amount that was the basis for the approval of the Request in a manner that it is smaller than the required free income for Card authorisation, which is periodically set by the ECC, and (c) if ECC has a reasonable doubt of unauthorised use of Card; (d) if it is established that the Blanket Agreement was signed based on false or incomplete information and (e) in case of insolvency proceedings of the consumer.
- 20.11 In case of cancellation or termination of Blanket Agreement, the User has the right of refund of a part of annual membership fee proportionate to the time between the end of the month when the Blanket Agreement was cancelled or terminated and the end of the period of the annual membership fee (hereinafter: Return of Proportional Part of Membership Fee is rounded up to 2 decimal places. ECC makes a set-off on due payment claims to the User, regarding the Return of Proportional Part of Membership Fee.
- 20.12 The Additional User and the Business User can cancel or terminate the Blanket Agreement only on their own behalf, or for a Card issued on their behalf, while the Basic User and the Business Client can cancel or terminate a Blanket Agreement with regard to any Card issued at their Request which did not require agreement by the Additional User or Business User.
- 20.13 If the Basic User cancels or terminates the Blanket Agreement with regard to the Basic Diners Club Card, it shall be automatically cancelled or terminated with regard to all other Additional and Related Diners Club Cards. This provision shall apply to the cancellation or termination of Blanket

Agreement by the ECC. In case of cancellation or termination of Blanket Agreement, the User shall pay all costs charged on the Card, whether they were incurred before or after the cancellation or termination of the Agreement.

- 20.14 The User has the right to unilaterally terminate the Blanket Agreement within 15 days from the day the Card and Integral parts were received, by sending a written notification on termination of the Blanket Agreement via registered mail or immediately via delivery to ECC headquarters address. Unilateral termination is not possible If the User has used the Card to pay for expenses.

## **21. Personal Information**

- 21.1 ECC uses personal information of the User, including Tax Number (OIB), as a form of User identification in its business, in order to fulfil the requirements for its products and to enable the acceptance of the Card in the card system or international card organisations they are delivered to. ECC delivers personal information to its contracting partners who accept the Cards for goods and/or services payment or perform the services of Card production and processing, and in case of a Diners Club Card which is issued in cooperation with other legal entities (Cobrand Cards), also to said legal entities. ECC delivers personal information to the insurance company when it is necessary to pay damages resulting from the misuse of ECC Card. Personal information of the User is used by ECC to process requests for ECC products and products of other Erste Group members and to exchange it with other Erste Group members, for that purpose and the purpose of analysing information for credit worthiness assessment, risk assessment, exposure and other risks management, which are, in authorising and tracking products and placement of products of the ECC, the Erste Group members (companies that are related entities to the ECC within the meaning of the Companies Act, Credit Institutions Act and other regulations important to financial business) implemented in their business. Gathered and exchanged personal information, as well as additionally gathered information, if required, can be verified by the User's employer, banks and other legal entities or institutions, delivered to other legal entities established to gather and provide information on creditworthiness of legal and natural entities (e.g. Croatian Registry of Loan Obligations (HROK)), subsequently processed and transferred, stored and in other ways used in the operations of ECC and other members of the Erste Group during the use of products of ECC or other members of Erste Group. Users have the right to access their personal data, and the right to correct any incorrect or incomplete data related to them.
- 21.2 If a User wishes to recall the agreement to the use of personal information for the purpose of processing requests for approval of products by other Erste Group members and for the exchange of personal information with other Erste Group members, the User can, at any given time, deliver a written recall to ECC headquarters address, Zagreb, Frana Folnegovića 6.
- 21.3 ECC is authorised to conduct processing of personal information available to ECC for its business in order to prevent, research and discover frauds in payment traffic, in accordance with the regulations regulating personal information protection.
- 21.4 The User, until the written recall, agrees that ECC can send informative notifications, promotional material to the contact address, email address or contact the User via telephone. Agreement to the use of personal information for marketing purposes is not an Integral Part of the Blanket Agreement and the same does not end when the Blanket Agreement ends, but with a written recall.

## **22. Communication and Informing Users**

- 22.1 Blanket Agreement shall be concluded in Croatian language and all communication related thereto shall be conducted in Croatian.

- 22.2 Unless otherwise agreed in a special agreement, all communication with ECC can be conducted in writing to the headquarters address: Zagreb, Frana Folnegovića 6; via email to info@erstecardclub.hr; via telephone: +385 1 4929 555 and via fax: +385 1 4920 400.
- 22.3 The User shall always provide ECC with updated and correct information, including address, telephone number, and email if used, which will enable ECC to contact the User and/or the employer of the User in a timely manner, in regard with fulfilment of rights and commitments from the Blanket Agreement. Violation of these User commitments is a valid reason for the termination of the Blanket Agreement and all other agreements the User signed with ECC without the need to provide any explanations and an additional deadline for the fulfilment of said commitments.
- 22.4 Delivery of Card, PIN code, invoices and other packages ECC sends to the User, shall be made at the address of the Basic User or Business User, and the Basic User or the Business Client are obliged to deliver it to the Additional User or Business User.
- 22.5 In case of address change, the User shall immediately inform in person or in writing ECC of the new address, in which case all deliveries will be made to the new address.
- 22.6 If the User fails to inform ECC of the change of address, the User shall bear all the consequences of such failure and expressly agrees that the date of delivery shall be the date of handing over to the post office the document addressed to the last address delivered to ECC.
- 22.7 Invoices and all other packages, apart from those containing Cards or which were established otherwise under these General Terms, shall be delivered via regular mail, unless the Basic User or the Business Client does not request in writing for the delivery via registered mail. In that case the User shall pay the fee set in the Decision on Fees for Diners Club Cards.
- 22.8 All Users using ECC Online Services receive notifications electronically, where the day the notifications are received is the day when notification is made available at the ECC On-line Service. At the request of the User, ECC shall deliver notifications, apart from marketing materials, in paper form to the last address delivered to ECC.
- 22.9 Basic Users who are using ECC Online Services and have activated the "e-invoice" service receive Invoices electronically, whereby the day the Invoices are received is the day when the Invoice is made available at the ECC On-line Service. At the request of the User, ECC shall deliver the Invoice in paper form to the last address delivered to ECC.

### **23. Cession of Rights and Commitments from the Blanket Agreement**

- 23.1 By entering the Blanket Agreement, the User shall agree that ECC can, without any additional agreement from the User, cede or any in other manner transfer its rights and commitments under the Blanket Agreement. The User agrees with processing and transferring of his/her personal information to the person that received the rights and/or commitments under the Blanket Agreement.
- 23.2 Before assigning or transferring his rights and obligations from the Blanket Agreement, the User shall obtain written consent from ECC.

### **24. Settling Complaints**

- 24.1 If the User deems that ECC has violated its commitments under Chapter II and/or III of the National Payment System Act or failed to comply with the Regulation (EU) no. 2015/751, the User can file a complaint to ECC
- a) via mail to ECC business address,
  - b) via email,

- c) at the business premises of ECC, orally or in writing by filling out a Written Complaint Form,
- d) via telephone,
- e) via fax,

and ECC shall answer it within 7 work days after receiving the complaint, i.e 10 work days in case of objections to treatment contrary to Regulation (EU) no. 2015/751.

- 24.2 If the User or any other person with a legal interest deems that ECC has violated its commitments under Chapter II and/or III of the National Payment System Act or acted contrary to the Regulation (EU) no. 2015/751 and/or Article 4, paragraphs 2, 3 and 4 of the Act on the Implementation of EU Regulations Governing Payment Systems (Official Gazette 50/2016), and can complain to the CNB as the authorised body and proceedings will be instigated based on the complaint pursuant to the National Payment System Act or Act on the Implementation of EU Regulations Governing Payment Systems (Official Gazette 50/2016).
- 24.3 In all disputes between Users and ECC arising from the application of provisions of National Payment System Act and Regulation 2015/751, 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.
- 24.4 Settlement signed as part of the conciliation process before the Conciliation Centre is an enforceable document.

## **25. Final Provisions**

- 25.1 Blanket Agreement is governed by the applicable law of the Republic of Croatia.
- 25.2 In case of any disputes arising from this Agreement, the court in Zagreb shall have territorial jurisdiction.
- 25.3 Risk of conversion rate changes is the risk of the uncertainty of the value of Kuna in relation to the value of foreign currency to which the currency clause is linked to, due to changes in foreign exchange rates. Changes in exchange rates may lead to changes in the amount of financial obligations under the Loan Agreement approved by ECC to the User within the meaning of the Consumer Credit Act (hereinafter: Loan Agreement), i.e. may increase or reduce regular commitments of the User, which can cause difficulties in repayment of the Loan Agreement. Loss of User income can cause difficulties in repaying the Loan Agreement and all other commitments per Card, and it can cause cancellation of the Loan Agreement, as well as cancellation of the Blanket Agreement and forced settlement of debt, which can in turn have unsolicited consequences for the User, such as loss of real estate and other valuable property.

## **26. Entering into force**

- 26.1 These General Terms shall enter into force on 1<sup>st</sup> June 2017 and replace the General Terms on Issuing and Using Diners Club Card no. OU-DC/10-2016/01 which were in effect from 1<sup>st</sup> February 2017.