

## General terms and conditions of the blanket agreement on issuing the Mastercard® Card

### 1. Information on the Payment Services Provider

**1.1** The provider of services of issuing and using the Mastercard Card is Erste Card Club d.o.o., with its headquarters in Ulica Frana Folnegovića 6, Zagreb, Tax Number (PIN): 85941596441, (hereinafter: ECC).

**1.2** Pursuant to the decision of the Croatian National Bank (hereinafter: CNB), the ECC has been registered under number IEN113 in the electronic money institution register managed by CNB. The CNB supervises the operations of the ECC.

### 2. Terms

**2.1** Unless expressly stated otherwise, the terms used in this Blanket Agreement have the following meaning:

**Mastercard Card or the Card:** A card with recognisable visual characteristics of Card category and brand (Mastercard), which is owned by the ECC.

**Mastercard Charge Card:** The Card for which all costs incurred by making transactions at Points of Sale as well as cash withdrawals during the current billing period, shall become due in full in the next billing period, wherein the billing period is one month.

**Mastercard Revolving Card:** The Card for which all costs incurred by making transactions at Points of Sale as well as cash withdrawals during the current billing period, shall become due in an agreed percentage in the next billing period, wherein the billing period is one month.

**Basic Mastercard Card:** The Mastercard Card issued by the ECC to the Basic User who can, based on the use of that Card, request for the issuance of Additional Cards linked to it.

**Additional Mastercard Card:** The Mastercard Card issued by the ECC to the Additional User, at the request of a Basic User, which is linked to the Basic Mastercard Card of the Basic User.

**Business Mastercard Card:** The Mastercard Card issued at the request of the Business Client, to the persons named by the Business Client in the request for its issuance, and the use of which is limited to business expenses, and which can also be a Business Card.

**User:** A natural or legal person, 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:** Any natural person who is acting outside of their trade, business or professional practices.

**Basic User:** A natural person of legal age and with legal capacity, who has been issued the Basic Mastercard Card at his/her request, wherein the Basic User is a private user and who acts as a Consumer.

**Additional User:** A natural person, who has been issued the Additional Mastercard Card at the request of the Basic User, wherein the Additional User is a private user, who acts as a Consumer. The additional user is responsible for costs incurred by the use of the additional Card issued in his/her name.

**Business User:** A natural person of legal age and with legal capacity to whom a Business Mastercard Card has been issued at the request of a Business Client, and whose name has been printed on it.

**Business Client:** A business entity at whose request a Business Mastercard Card has been issued.

**Payment Recipient:** A business entity, whether acting as a legal person, trade or any other economic operator, for which the funds that are the subject of the payment transaction are intended.

**Spending Limit:** i.e. limit on spending is a total sum of permitted spending amounts on all Cards.

**Spending Limit per Card:** i.e. limit on spending per card is the maximum amount per each individual Card, which counts towards the Spending Limit.

**Point of Sale:** A place where goods and/or services offered by the Payment Recipient are being sold, including the reader/validator which records acceptance of Card transactions by holding the Card against the device, pulling it through or in any

other manner. A Point of Sale also includes the Internet and mobile apps.

**Person subject to sanctions:** Means a person who: a) has been included in the Sanctions List or is owned by, controlled by or acts on behalf of a person included in the Sanctions List; b) resides, is domiciled, registered or established in compliance with the laws of the state or area that is under a sanction regime, or is owned or controlled (directly or indirectly) by a person who resides, is domiciled or registered in a state or region which is under a sanction regime or an entity that was established in compliance with the laws of that state; c) is subject to sanctions on other grounds.

**Sanctions:** Mean laws, regulations, trade embargo or restrictive measures that relate to financial sanctions managed by and adopted by the following bodies competent for sanction adoption: a) United Nations Security Council; b) European Union; c) United States of America; d) any state where Erste Group is registered; e) competent government authorities and agencies in any of the aforementioned and f) any other competent government or regulatory body, institution and agency that imposes economic and trade sanctions, restrictive measures or trade embargo, including but not limited to, the Office of Foreign Assets Control of the US Treasury Department (OFAC).

**Sanctions Lists:** Any list of specially designated nationals and blocked persons subject to sanctions, which is maintained by anybody competent for the adoption of sanctions.

**Personalised Security Credentials:** Means personalised features provided by the payment services provider to the User for the purposes of authentication. Example: PIN (Personal Identification Number) – a four-digit personal identification number for the card assigned to the User by the ECC upon approval of the Request; mPIN - a four-digit personal identification number the User creates when registering in ECC Mobile app, CVV2/CVC2 – three-digit control number printed on the back of the Card; handwritten signature by the User on the back of the Card, password and/or one-time password, fingerprint on a mobile device, etc.

**ECC Digital Channels:** ECC's web and mobile applications that allow Users to view and receive card related information and spending amounts per cards, to modify contract Card settings, authentication and to contract additional services available in the application. Information and instructions on contracting the available ECC digital channels are accessible on the official ECC website.

**Authentication:** A procedure used to authenticate Card User's identity and/or Card validity, for the purposes of carrying out transactions or accessing ECC Digital Channels, including but not limited to, verifying the use of User's Personalised Security Credentials.

**Reliable authentication:** Is authentication based on two or more factors that belong to the knowledge category (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 to the user, e.g. a fingerprint), which are mutually independent, and which means that the violation of one does not affect the reliability of others and which is designed in such a way that it protects confidentiality of data authentication, whereas at least two of these elements must belong to different categories.

**Contracted debiting:** Debiting the Card for costs that become due in regular time intervals, for example, monthly (like power, water, utility fees, insurance etc.) or annually (such as purchase of additional services), on the basis of card user's prior approval given to the ECC or the Payment Recipient or a third party, regarding obligations for which the mentioned option was contracted between the ECC and the Payment Recipient or third party.

**Card category:** A designation on a Card which uniquely identifies whether the Card is a credit, business/commercial card or a prepaid card.

**Erste Group:** A group of credit institutions within the meaning of the Act on Credit Institutions, which consists of Erste&Steiermärkische Bank d.d. as the parent credit institution, the ECC, other financial institutions and other associated companies of Erste&Steiermärkische Bank d.d. within the meaning of the Companies Act.

**Erste Bank:** Erste&Steiermärkische Bank d.d. (hereinafter: ESB).

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

**3.1** The Blanket Agreement on Issuing and Using Mastercard Card (hereinafter: Blanket Agreement) regulates the rights and responsibilities of the ECC as the payment services provider, and the User as the payer, within the meaning of the National Payment System Act.

**3.2** The Blanket Agreement consists of: (a) Request for the issuance of the Mastercard Card (hereinafter: Request), (b) these General Terms, (c) Decision on the Limit, (d) Revolving Loan Agreement i.e. Special Terms and Conditions of the Revolving Loan for Mastercard Cards, when applicable (e) Decision on Fees for Mastercard Cards, and (f) Methodology of the Manner and Order of Closing Receivables (hereinafter "Integral Parts").

**3.3** The Blanket Agreement shall not be used exclusively to finance specific products and/or specific services, therefore it does not constitute a linked credit agreement within the meaning of the Consumer Credit Act and other regulations regulating consumer protection. The Users make their own choices, and the ECC does not, in any manner, affect the choice of products and/or services to be bought using the Card, or the choice of the Point of Sale where the User will make the purchase.

#### **4. Manner, Time of Entering into the Blanket Agreement and Parties to the Agreement**

**4.1** The Request represents an offer to enter into a Blanket Agreement that is submitted to the ECC by the potential User. Unless otherwise regulated, the ECC is not bound to state the reason for rejecting a Request for the issuance of the Card.

**4.2** The ECC defines the Spending Limit and the Spending Limit per Card at the moment of accepting the Request, in compliance with its business policy, which the ECC can establish and amend freely. If the Request submitter does not agree with the Spending Limit, he/she undertakes to not use the Basic Mastercard Card and shall disable the use of Additional Mastercard Cards and return all of Cards cut in half to the ECC no later than fifteen days from the date the Cards were received.

**4.3** The ECC shall issue the Card no later than 10 working days from the date of the conclusion of the Blanket Agreement.

**4.4** The Blanket Agreement shall be deemed concluded on the day of ECC's approval of the Request.

**4.5** By using the Card for the first time, the User agrees that the ECC fulfilled its information duty pursuant to the National Payment System Act.

#### **5. Card Functionalities**

**5.1** The card has the following functionalities: (a) one-time purchase at points of sale (b) revolving loan, when applicable (c) cash withdrawal at ATMs and withdrawal counters in the Republic of Croatia and abroad and (d) contracted debiting in the Republic of Croatia; (hereinafter: Basic Functionalities).

**5.2** The card with a contactless payment chip has the functionality of contactless payment. At Points of Sale the User chooses if he/she wishes to make a payment by contact (by inserting or pulling the Card through a POS device) or a contactless payment (by pressing the Card against the POS device).

**5.3** If the ECC provides its Card Users specific benefits, such as the right to insurance or participation in an awards programme, they are defined by terms of these programmes that do not constitute an integral part of the Blanket Agreement.

**5.4** Additional functionalities provided by the ECC i.e. ECC's business partner are subject to change in accordance with the business decision by the ECC i.e. ECC's business partner.

**5.5** If the Mastercard Card is issued to winners in giveaways or prize contests, the Card is issued only to Basic Users. Spending limit on the Card of the User will be set to the amount of the prize won, and it can only be used for one-time purchases and contactless payments. It will be valid until the expiry date indicated on the Card. The Card cannot be used for withdrawing cash.

**5.6** At User's request, the ECC can restrict or exclude specific manners of Card use (e.g. online payments, payments abroad, cash withdrawals, payments for lottery games).

#### **6. Using the Card and Personalised Security Credentials**

**6.1** The User must sign the back of the Card. Otherwise, he/she shall be responsible for any damages that the ECC could suffer due to a misuse of an unsigned Card.

**6.2** Immediately after receiving the PIN code, the User shall memorise it and treat it with strict confidentiality and not make it available to any third party in any manner. Should the User fail to do so and the PIN code is abused, the User shall bear all the costs incurred by such abuse.

**6.3** The User shall also undertake all other reasonable measures for the protection of Personalised Security Credentials. Any use of the Card by a third party the User was or should have been aware of, shall be deemed as abuse of the Card, and in such a case the ECC has the right to terminate the Blanket Agreement and charge the User for the concerned costs.

**6.4** The User shall carefully handle Personalised Security Credentials. The User must ensure that the websites he/she uses to make online payments are secured by a safety encryption protocol, which ensures a secure data transfer between the User's computer and the provider of online payment services.

**6.5** The User shall undertake all reasonable security measures during online payments and when using the ECC Online, 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 have been published on websites [www.diners.hr](http://www.diners.hr) and [www.erstecardclub.hr](http://www.erstecardclub.hr).

**6.6** The User understands and agrees that all websites with online payments have their own rules and procedures which have to be followed by the User when making payment transactions.

**6.7** The Card shall not be used to secure debt repayment, to withdraw cash by simulating purchase and sale, to pay for fictitious goods or services or for purchase and sale contrary to the regulations of the Republic of Croatia. The Card is not transferable to another person and can only be used by the User whose name is on the Card. The User undertakes not to use the Card for any unlawful purposes.

**6.8** Immediately after any loss or theft, suspected or actual abuse of the Card, the User shall inform the ECC, without any delay, via phone at 08001144, for international calls: at +385 1 4929 113, or through other available communication channels. The loss or theft of a PIN code must be immediately reported by the User at +385 1 4929 555.

The ECC may record any such telephone conversation.

**6.9** If the User finds the Card after reporting its loss or theft, the card shall not be used, and the User shall immediately inform the ECC of it via telephone numbers given in the preceding paragraph, and follow the instructions provided by the ECC. Otherwise, the User shall bear all costs charged to the Card.

**6.10** The User agrees that he may be requested to present an identification document with a photograph by an employee at the Point of Sale for the purpose of identity verification.

## **7. Spending Limit:**

**7.1** The spending limit (hereinafter: Limit) is defined by the Decision on Limits. The Limit shall be freely and unilaterally established and amended by the ECC, taking into account the risk assessment of the User, his/her spending habits, income of the User, i.e. guarantor payer, as well as credit worthiness of the Business Client and credit indebtedness brought to its knowledge. After the change has been made, the ECC shall notify the User via the Decision on the Limit in writing to the address of the User or in another manner agreed with the User and via phone if possible.

**7.2** After setting the initial spending limits in compliance with the preceding paragraph, the ECC shall continuously manage the risk and adjust the spending limit in accordance with the risk assessment of the User. Risk assessment of the User depends on the duration of Card use, the amount of monthly net income, timely settlement of obligations, the amount and structure of consumption, the total amount of obligations due and not due, changes in financial circumstances of the User, data on User risk exchanged with Erste Bank, indebtedness and delays in User's fulfilment of obligations to third parties, as well as other risk indicators.

**7.3** If any cost incurred with the Card exceeds the spending i.e. Limit when applicable the User shall pay to ECC for all such costs, otherwise the cost amount shall be deemed as acquired without basis by the User, and a statutory default interest will be charged by the ECC on each such amount from the date it was incurred until the payment date.

**7.4** Pursuant to criteria from paragraph 7.2, the ECC shall notify the Users of its intention to reduce the Limit as soon as possible, i.e. immediately after the reduction, via communication channels. In case of an increase in the assessed risk regarding the User, the ECC may request additional data on his/her income from the User, as well as security instruments for settling obligations to the ECC.

**7.5** The Basic User and the Business Client can submit a request to the ECC to reduce or increase the Limit. The ECC freely decides on acceptance or denial of such request. If the ECC accepts the request to reduce or increase the Limit, the ECC will state a new Limit on the Monthly Statement and thus notify the request submitter on acceptance of the proposal to amend the Blanket Agreement by changing the Limit.

**7.6** If the User uses more than one Card for which the Limit has been defined, the parties to the Agreement can agree on redistributing the limit per individual Cards.

**7.7** The ECC retains the right to approve the use of benefits available via ECC Digital Channels, in compliance with User risk assessment from Article 7.2 of these General Terms, and it is possible that the User may not be able to use the mentioned benefits if he/she fails to meet the requirements governing the risk assessment.

**7.8** The ECC enables its Users to check the Limit on the Card via digital channels, e.g. the ECC online app.

## 8. Blocking of the Card

**8.1** The 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) In case of any suspected unauthorised Card use or use of the Card with intention to commit fraud
- c) in case of a significant increase of the risk that the User, i.e. the person responsible for payment will not be able to fulfill his/her payment obligation to ECC on any grounds
- d) if there is a need to make ECC's business operation compliant with positive legal regulations.
- e) if the User does not submit the data/ documents requested by ECC within the given deadline
- f) in case of Card use contrary to the Blanket Agreement
- g) at the request of the User

**8.2** The ECC will inform the User of the conditions under which the ECC can block the Card due to the delay in payment of costs on the Monthly Statement. For all other reasons of blocking, the 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 the law. The ECC can decide to record any such telephone conversation.

**8.3** If the ECC is not able to inform the User before blocking the Card, it shall attempt to do so immediately after. If the ECC fails to reach the User by telephone even after the second attempt, it shall send a written notice to the User or notify him/her via e-mail, SMS or in another appropriate manner.

**8.4** Any attempt to use the Card after the notification on blocking represents its unauthorised use and constitutes grounds for termination of the Blanket Agreement and all other agreements between the User and the ECC.

**8.5** Unblocking the Card that is blocked due to overdue payments will only be possible after all card costs due have been settled.

**8.6** Blocking the Card shall not affect its validity period and the obligation to pay monthly membership fees; and if the ECC assesses that the reasons for blocking no longer exist, it shall allow the User to continue with the use of the Card, provided that 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) By signing the transaction receipt (slip)
- b) By entering the PIN number
- c) By handing the Card to an employee at Points of Sale where it is not possible to sign the slip due to technology issues or the sales process (e.g. toll).
- d) By signing the transaction receipt on the screen of a smart device
- e) By communicating Personalised Security Credentials of the Card required for initiating Card transactions via Internet, telephone or in a written form.
- f) By using the device that registers transactions initiated with the Card by holding the Card against the device, inserting it, pulling it through or in a different manner as defined.
- g) By submitting a request for Direct Debiting.

**9.2** When giving approval for a transaction authorised by PIN, the User shall enter his/her PIN and keep a copy of the transaction receipt. Electronic data on a cash withdrawal transaction authorised by PIN, delivered to the ECC by the payer, is considered a User's order to execute a payment transaction.

**9.3** When signing the transaction receipt (slip), the User is required to sign it in the same way as on the Card. The User is required to submit a signed copy of the slip at the Point of Sale and keep a copy for himself. In case of a transaction made on an mPOS device, the User will receive the receipt electronically, to the email or telephone number provided at the Point of Sale during the transaction. If the transaction data is not delivered electronically to the User for any reason, the User agrees that the transaction data will be sent on the Monthly Statement.

**9.4** The maximum transaction amount that may be charged to the Card via contactless payment, and which does not require signature on the transaction receipt depends on each individual country within the framework defined by Mastercard card scheme, and for the Republic of Croatia this amount is defined by the guidelines of the regulatory body. In said case, it is not required from the Point of Sale to deliver a transaction receipt (slip), but if the User wishes to receive one, he/she can request it. In any case, regardless of the amount, the ECC retains the right to request from the User to sign the slip or enter the PIN number.

**9.5** The Card user cannot recall authorisation for executing a payment transaction after authorising it in any said way, unless the Point of Sale delivers its authorisation to the ECC in writing.

## **10. Responsibility for Authorised Payment Transactions and Other Costs Incurred on the Card**

**10.1** The Basic User shall be responsible for obligations charged on the Basic and Additional Mastercard Cards.

**10.2** Unless otherwise agreed, in addition to the Basic User, the Additional User shall be responsible for all obligations charged on the Additional Mastercard Card he is using. For obligations under the Additional Mastercard, ECC first calls for payment from the Basic User and if he does not fulfil these obligations in a timely manner, then invites the Additional user. If there are circumstances that make it reasonably certain that the Basic User will not be able to settle obligations on the Additional Card, the ECC can contact the Additional User at the same time as the Basic User or before. The Additional User shall be responsible for all obligations charged on the Additional Mastercard Card he is using. In case of a Mastercard Revolving Card, the Additional User is a joint guarantor for obligations of the Basic User based on the approved Revolving Loan. The Additional User can revoke the guarantee, within 15 days from the day the Card was received, by returning the Additional Mastercard Revolving Card cut in half, with which no transaction has been made, to the ECC.

**10.3** The Business Client shall be responsible for obligations incurred on the Mastercard Business Card. If, at the moment of the Request being submitted, the Business User is also the person authorised to represent the Business Client and/or its founder and/or its co-founder, the Business User is jointly liable, together with the Business Client, for all debts of the Business Client to the ECC.

**10.4** Obligations incurred by authorised payment transactions on the Card shall also be the responsibility of persons who issued payment security instruments for this purpose to the ECC i.e. who assumed joint liability or co-debtorship.

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

**11.1** Provisions from the preceding Article also apply to the responsibility for executed unauthorised transactions, specifically:

- a) Up to HRK 375.00 if the execution is a consequence of using a lost or stolen Card or of any other abuse of the Card; and
- b) In the full amount if the User acted fraudulently, or failed to fulfil one of his/her obligations, unintentionally or due to gross negligence, under the Blanket Agreement.

**11.2** Provisions of the previous paragraph shall not apply to responsibility for unauthorised payment transactions made after the User has notified the ECC, unless he/she acted in a fraudulent manner.

## **12. Time of Receipt of the Payment Order and the Time of its Execution**

**12.1** Collective receipts on the transaction and electronic data on the transaction authorised which were delivered to the ECC are considered an order by the User to execute a payment transaction.

**12.2** The time of payment order receipt is the moment when the ECC receives an order for the payment of costs incurred by the Card or through a Point of Sale as the payment recipient or a third party with whom the Point of Sale contracted forwarding of payment orders to the ECC. If the receipt of the payment order does not fall on a working day of the ECC (a Saturday, Sunday or a Public Holiday) or if the order is received on a working day after 7:30 p.m., the payment order shall be considered to be received on the next working day.

**12.3** The User shall inform the ECC if any of the costs were not recorded on the issued Monthly Statement. The notification shall include the name of the Point of Sale, date the cost was incurred and the cost amount. Based on said notice, the ECC contacts the Point of Sale in order to obtain the payment order. If the User fails to inform the ECC of the incurred unregistered cost, the User agrees that the ECC may charge these costs at any point within the 5-year statute of limitations period that starts from the date following the day of incurring costs.

## **13. Monthly Statement**

**13.1** Once a month and free of charge, the ECC issues to the Basic User i.e. to the Business Client a statement with information on payment transactions and other costs incurred in the accounting period to which the notice relates, and of which the ECC was informed by the time of issuing that notice (hereinafter: Monthly Statement). The ECC shall deliver the Monthly Statement in paper form or on other durable data storage medium in the manner contracted with the Basic User i.e. the Business User. In the light of the above, ECC Digital Channels, including e-mail are considered durable media. The Monthly Statements are delivered to the Basic Users i.e. Business Clients that use ECC Digital Channels via these channels. The Basic Users and Business Clients can change the contracted manner of delivery of the Monthly Statement in the following ways: 1) via ECC Digital Channels or 2) by confirming the unique link sent by the ECC to the email address stated in the Request or

delivered in a different manner which enables secure identification of the Basic User in accordance with ECC's standards or 3) in a different manner that meets ECC's safety standards.

Regardless of the contracted manner of delivery, the ECC will deliver the Monthly Statement in paper at the explicit request of the User. In case of the end of the Blanket Agreement or cancellation of the contracted ECC Digital Channels, Monthly Statements will be sent by mail or email onwards, if the User has previously chosen e-mail for the delivery of these statements. The Additional User, who is also the user of the ECC mobile app and/or on-line app, is provided insight into the costs on his Additional Mastercard Card in the ECC mobile app and/or on-line app.

**13.2** The Basic User or the Business Client shall pay the total amount stated on the Monthly Statement by the maturity date and in full except in cases of disputed unauthorised payment transactions. Processing of payments made by the User takes place in accordance with the Work Schedule for Clearing of the National Clearing System (NCS).

**13.3** In case of failure to pay the costs on the Monthly Statement by the maturity date, the ECC shall charge statutory default interest. If the maturity date of the Monthly Statement falls on a Saturday, Sunday or a Public Holiday, the maturity will take place on the next working day. The maturity date for payment of costs on the Monthly Statement is 12 days from the date of its issuance, unless otherwise agreed between the User and the ECC.

**13.4** In the event that an overpayment was stated on the last Monthly Statement, the User is entitled to a refund of overpaid funds by the ECC. After receiving information on the overpayment, the User shall deliver an account number (IBAN) for the payment of the mentioned prepaid amount to the ECC. If the ECC has information on IBAN from previous payments, the refund will be made to that IBAN number. The ECC hereby declares that it shall offset the prepaid amount if there is an ECC claim towards the User.

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

**14.1** If the User deems that an unauthorised payment transaction is stated on the Monthly Statement or that an authorised transaction was executed incorrectly, the User shall without delay and no later than 13 months from the date on which they were charged, submit a written statement to the ECC disputing the authorisation or the correctness of the payment transaction in writing to the headquarters address, via fax no. +385 1 4920 400 or via email at: reklamacije@erstecardclub.hr.

**14.2** Upon receipt of the abovementioned written statement, the ECC will immediately correct the balance of the charged Card, as if the transaction had not been executed. The ECC shall implement the procedure to establish authentication or correctness of the payment transaction, and inform the User of steps taken. Depending on the results, the ECC shall start further mediation or court proceedings for the purposes of settlement of the disputed transaction.

**14.3** If the User disputes the correct execution of a payment transaction for reasons arising from its contractual relationship with the Point of Sale, the User shall solve the complaint directly with the Point of Sale.

#### **15. Resolving Complaints with Points of Sale and Withdrawal Counters**

**15.1** The User uses the Card at ATMs and 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 an ATM, as well as ATM maintenance, its proper operation, cash supply, retaining or damaging the Card, the ECC shall, in cooperation with the business entities that own the ATMs or withdrawal counters where cash withdrawal took place, implement the complaint resolution process.

**15.2** The User shall resolve 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 defects on goods and/or services. The ECC shall not be liable for any damage the User has suffered, in consequence of the failure of the Point of Sale to fulfil contractual obligations entirely or in part.

**15.3** 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 to accept the return of goods and/or services i.e. to cancel or reduce relevant costs, the ECC shall, solely based on an explicit written instruction of the Point of Sale, charge back or reduce the costs if the Point of Sale issues such an instruction to the ECC and secures the means to settle the cancelled or reduced cost in advance.

#### **16. Fees and Reference Exchange Rate for Converting Costs into HRK**

**16.1** Costs incurred by using the Card at Points of Sale abroad or in the Republic of Croatia in 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 (a) in currencies that are listed on the ESB exchange rate list, are converted into HRK according to the ESB selling rate for foreign

currencies applicable on the transaction date, (b) in currencies that are not listed on the 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 (a) in currencies that are listed on the ESB exchange rate list are converted into HRK in accordance with the ESB selling rate for cash applicable on the transaction date; (b) in currencies that are not listed on the ESB exchange rate list, costs are converted into HRK according to the ECC selling rate for cash applicable on the transaction date. The ECC selling rate is available on [www.erstecardclub.hr](http://www.erstecardclub.hr), and the ESB selling rate on [www.erstebank.hr](http://www.erstebank.hr).

**16.2** Fees for the issuance and use of the Card and other ECC products linked to the Card are established and changed by the ECC's Decision on the Fees for Issuance and Use of Mastercard Cards i.e. applicable Special Terms.

**16.3** The membership fee for Cards can be charged monthly or yearly. Annual and monthly membership fees for a new User are calculated 30 days from the date of Request approval.

**16.4** The annual membership fee for existing Users shall be calculated after the expiry of 12 months from the previous date of fee calculation.

**16.5** For using the Card at ATMs and POS networks that are not owned by the ECC, the User may be charged fees for payment transactions by the ATM and POS network owners, on which the ECC has no bearing.

**16.6** If the original currency of the transaction differs from the card currency of the Payer (the Basic User herein), the ECC shall, without unnecessary delays and as soon as possible after receiving the information on transaction authorisation, notify the Basic User on the details of charges, in case of an EU currency listed on European Central Bank's Foreign Exchange Reference Rates for each EU currency.

The ECC shall use one of the following channels to deliver the mentioned notification:

1. messages in the inbox of ECC mobile app of the Basic User
2. e-mail of the Basic User
3. SMS message to the mobile phone number of the Basic User

**16.7** The aforementioned notification will be sent once a month for each EU currency and will include data defined by relevant regulations at minimum.

**16.8** If the Additional User makes the transaction, the message will be delivered to the Basic User.

**16.9** If the Basic User does not use the ECC mobile app or has not delivered his/her e-mail or mobile phone number to the ECC, it will be considered that he/she turned off their notifications.

**16.10** At any given moment, the Basic User can cancel receiving notifications about the currency conversion via ECC mobile app and by sending an e-mail to [info@erstecardclub.hr](mailto:info@erstecardclub.hr) or change the channel for notifications by sending an email to [info@erstecardclub.hr](mailto:info@erstecardclub.hr).

**16.11** Provision of Article 3a, paragraphs 5 and 6 of the Regulation (EC) No 924/2009 does not apply to Business Users and Business Clients. Articles from 16.6 to 16.11 of these General Terms do not apply to these users either.

## **17. Assessment of Financial Circumstances, Securing of ECC's Receivables and Order of Settlement**

**17.1** For the purposes of risk management, the ECC is authorised to request documents on regular and extraordinary income as well as solvency from the User for the entire duration of the Blanket Agreement and the User is bound to ensure delivery of required data to the ECC.

**17.2** If the ECC requests the issuance of security instruments for obligations of the User to the ECC, the User shall deliver the required security instruments within the provided time period. Delivered security instruments can be used to settle any obligation of the User towards the ECC, unless the security instrument is strictly related to a specific contractual obligation.

**17.3** The User shall immediately inform the ECC of any change to their employment status, as well as of any other change of employer or monthly income payer. The User shall inform the ECC of any possible account blocking or grounds for initiating pre-insolvency, insolvency proceedings or winding down of the employer. The User shall inform the ECC of the opening of insolvency proceedings of the consumer.

**17.4** A violation of User's obligations under the preceding paragraphs constitutes grounds for termination by the ECC of the Blanket Agreement and all other agreements the User entered into with the ECC, without granting a time extension.

**17.5** If there are more similar obligations of the User to the ECC, and it was not otherwise explicitly agreed, any payments made by the User or any other person for User's obligations shall be settled as defined by the Methodology of Manner and Order of Closing Receivables.

## 18. Blanket Agreement Duration

**18.1** The Blanket Agreement is concluded for an indefinite period of time, regardless of the Card validity period. If neither party terminates the Blanket Agreement and there are no reasons to block the Card i.e. to terminate the Blanket Agreement, the ECC will issue a Card with a new validity period to the User and proceed to do so until the end of the Blanket Agreement.

**18.2** In case a Card is issued with a new expiry date, and if the Card that is renewed had no contactless functionality, the ECC may issue a new Card with contactless functionality to the User. If the User does not wish to use a contactless Card, he/she shall inform the ECC about it, no later than fourteen days from the date the Card was received.

**18.3** Regardless of the expiry date of the Card, a cancellation, termination or end of the Blanket Agreement in any manner shall end User's right to use the Card and the Card shall immediately be cut in half and returned to ECC headquarters address or the nearest ESB branch office. Any use of the said Card after the end of the Blanket Agreement shall be deemed unauthorised card use and represent an intentional abuse of the Card by the User. In case of the end of the Blanket Agreement, all costs incurred on the Card shall become due in full on the first issued Monthly Statement.

**18.4** If the Card gets lost, damaged or stolen during its validity period and the 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.

## 19. Amendments, Cancellation and Termination of the Blanket Agreement

**19.1** The ECC is authorised to unilaterally propose amendments to the Blanket Agreement, i.e. to any of its Integral Parts, at least two months before they become effective.

**19.2** The Notice of Amendments to any Integral Part shall be delivered by the ECC to the Basic User and to the Business Client in one of the following ways: in a separate letter, on the Monthly Statement, via e-mail and additionally via an agreed ECC digital channel at least two months before amendments become effective. The User can at any given moment, after publication, request the amended Integral Parts of the Blanket Agreement from the ECC, or collect them in person in ESB branches or via internet on the ECC website.

**19.3** In case the Card is discontinued, the User agrees that the ECC shall enable the use of a different card featuring Basic Functionalities of the existing Card. The ECC shall inform the User thereof at least two months in advance. The User understands that the physical replacement of the card will not necessarily take place.

**19.4** If the User fails to communicate his refusal of the amendments to the Blanket Agreement to the ECC in writing by the proposed effective date, it shall be deemed that he/she accepted the amendments to the Blanket Agreement.

**19.5** If the User does not accept the proposed amendments to the Blanket Agreement, he/she is entitled to cancel the Blanket Agreement as of any date before the effective date of such amendments free of charge.

**19.6** The User agrees that fee changes favouring the User can be implemented immediately, without prior notification.

**19.7** The User can, without having to state a reason, and at any moment, cancel the Blanket Agreement, which shall become effective on the date the cancellation notice is processed, no later than seven working days from ECC's receipt of the cancellation notice.

**19.8** The ECC can, without having to state a 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.

**19.9** The User and the 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 a notification describing such violation is sent via registered mail. If the violation is not rectified within the given deadline, the notification about the violation shall be considered 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 having to send any additional statements. In cases where an immediate termination of the Blanket Agreement is possible, the termination shall become effective on the day of mailing the termination notice by registered mail to the address of the other party.

**19.10** The ECC is authorised, without providing an additional period or statement of reasons, to terminate any Blanket Agreement with the User in case of the following (a) if there are User's financial obligations due to the ECC on any grounds, which have not been settled within 30 days from the maturity date or if delays in payment of Monthly Statements due have been registered for three consecutive months, i.e. that they were not timely paid in full; (b) if the monthly income amount available for payment to the User is lower than the minimum required available income for Card authorisation, which is defined by the ECC; (c) in case when the ECC has reasonable suspicion of unauthorised use of the Card contrary to the Blanket Agreement and/or contrary to the law; (d) if it is established that the Blanket Agreement was entered into based on false or incomplete information, (e) in case of insolvency proceedings of the consumer and (f) if the User does not submit the data/documents requested by the ECC within the given deadline.

**19.11** In case of any suspicion, solely in the judgement of ECC, of fraud or any misuse, money laundering and/or terrorism financing, or any inadequate, inappropriate, immoral action, the ECC is authorised, without having to state grounds, to delay or refuse to provide the requested services, products or any other transactions, as well as to take any necessary steps to terminate any business relationship with the User, if deemed necessary. In addition, the ECC is authorised (but not bound) to request any clarification, information or documentation that, in the judgement of the ECC, is deemed necessary to eliminate the mentioned suspicion. Criteria and methods according to which the ECC assesses the risks of the mentioned abuse represent risk management measures and protection of the ECC. They are continuously updated and perfected in order to protect the stability of business operation and User security, therefore the ECC is not required to submit or clarify such criteria and methods to its Users.

**19.12** The ECC retains the right to deny the use of the Card to the User, i.e. deny the right to renew or amend any other conditions, whether previously agreed or done so by entering into a contract (like Card re-issuance), if:

- (a) If the User is a Person Subject to Sanctions or in breach of Sanction regulations,
- (b) If a claim/statement of claim has been filed, action has been taken or an investigation or proceedings related to or for the purposes of enforcing Sanctions by the competent body for sanction adoption have been initiated against the User or any other related person.
- (c) If any info on the financial status or any other significant fact or circumstance given by the User to the ECC, and which might affect the financial standing of the User is incomplete, incorrect, untrue or outdated,
- (d) If a claim/statement of claim has been filed, action has been taken or an investigation or proceedings related to or for the purposes of enforcing Sanctions by the competent body for sanction adoption have been initiated against the User or any of his managers, representatives, employees or any related person.

**19.13** In cases referred to in the preceding two paragraphs, the ECC may, notwithstanding any provisions of the concerned agreement with the User (unless otherwise expressly agreed or otherwise provided for in Mandatory Rules), solely at ECC's own choice:

- (a) unilaterally terminate the contractual relationship with the User without a notice period or
- (b) unilaterally terminate the contractual relationship with the User without a notice period or offer entering into an agreement under amended conditions

**19.14** The ECC has the right to request additional information and documentation from the User in compliance with internal procedures and policies.

**19.15** In case of the end of the Blanket Agreement, the User shall be entitled to a refund of a part of the unused annual fee in proportion to the time elapsed from the end of the month in which the Blanket Agreement ended until the end of the period for which the membership fee was paid for. The refund of the proportional part of the membership fee is rounded to two decimals. The ECC shall offset the refund of the proportional part of the membership fee against ECC's receivables due from the User. The User is not entitled to a refund of the monthly membership fee charged in the calendar month in which the cancellation notice was received.

**19.16** The Additional User and the Business User can cancel or terminate the Blanket Agreement only with regard to themselves, i.e. a Card issued in their name, while the Basic User and the Business Client may cancel or terminate the Blanket Agreement for any Card issued at their Request.

**19.17** A cancellation or termination of the Blanket Agreement for the Basic Mastercard Card by the User entails termination of any other Additional Mastercard Cards. This provision also applies to the cancellation i.e. termination of the Blanket Agreement by the ECC. In case of the end of the Blanket Agreement, the User shall settle all costs charged on the Card.

**19.18** The User shall provide updated and truthful data to the ECC, in order to fulfil rights and obligations from the Blanket Agreement and positive legal regulations. A violation of this User's obligation constitutes grounds for termination of the Blanket Agreement and any other agreements the User may have with the ECC without having to state grounds and providing an additional period for its fulfilment.

**19.19** 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 via delivery to ECC headquarters address. Unilateral termination is not possible if the User has used the Card to pay for expenses.

**19.20** In case of death of a Basic User, it is necessary to deliver the Death Certificate and the card of the Basic User cut in half. After cancellation of the said Card, due to the death of the Basic User, all Additional Cards linked to the Card of the Basic User shall be automatically cancelled, while the obligations on such Cards, as well as on the Card of the Basic User, shall become due in full on the next issued Monthly Statement. Transfer of rights and obligations of the Basic User and forwarding information on the Card of the Basic User shall be possible only in favour of a legal heir who proves such

capacity by providing a final Decision on Inheritance. In case of death of an Additional User, the Basic User shall deliver the Death Certificate or a request for cancellation of Additional User's Card together with the Card of the Additional User cut in half.

**19.21** If the Basic User is no longer able to use the Card due to a relevant limitation of business capacity, information on the Basic User's Card shall be delivered only to the appointed guardian of the Basic User, who shall prove this capacity by an applicable decision of the competent authority and only such guardian will be able to take action related to the Basic User's Card.

## **20. Personal Data**

**20.1** Information on the legal basis, procedures and purposes of User's personal data processing by the ECC, as well as any other information of which the ECC is bound to notify its Users pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), can be found in the Information on Processing of Personal Data available at headquarters, on ECC's website and at ESB's branches.

## **21. Communication and Informing Users**

**21.1** The Blanket Agreement is concluded in Croatian language and all related communication shall be in Croatian.

**21.2** Integral Parts of the Blanket Agreement for the desired Card are available at ESB branches or at [www.erstecardclub.hr](http://www.erstecardclub.hr) and they can be delivered by e-mail or regular mail.

**21.3** Unless otherwise agreed, all communication with the ECC shall be in writing to the headquarters' address: Zagreb, Ulica Frana Folnegovića 6; via email to [info@erstecardclub.hr](mailto:info@erstecardclub.hr); via telephone: +385 1 4929 555 and via fax: +385 1 4920 400 via website [www.erstecardclub.hr](http://www.erstecardclub.hr).

**21.4** The ECC shall notify Users of facts and events relevant to the Card use by sending notices to the User's address via email, mail or ECC digital channels. The delivery of Cards and the Monthly Statement, Notice of Amendments to the Blanket Agreement and other documents shall be conducted via email to the Basic User and Business Client addresses unless a different manner of delivery was agreed or it is otherwise defined herein. The ECC retains the right to deliver individual documents regarding Card functionalities to the Additional User as well.

**21.5** The PIN shall be delivered to Users via regular mail, the ECC digital channels or in another appropriate manner.

**21.6** In the event of any change of contact information, the User shall immediately inform the ECC thereof, in which case all deliveries will be made to new contact details. Otherwise the User shall bear all the consequences of such failure.

**21.7** Monthly Statements and all other deliveries by mail, apart from those containing Cards or deliveries that are otherwise regulated under these General Terms, shall be delivered via regular mail, unless the User or the Business Client requests in writing for them to be delivered via registered mail. In that case the User shall pay the fee set in the Decision on Fees for Mastercard Cards.

**21.8** All Users of ECC digital channels receive notifications electronically, including Notices of Amendments to the Blanket Agreement, and the day when the notice is made available via agreed ECC digital channel and/or e-mail sent to the User is considered the date of receipt. At the explicit request of the User the ECC shall deliver Notices of Amendments to the Blanket Agreement in paper form.

## **22. Cession of Rights and Obligations from the Blanket Agreement**

**22.1** By entering into the Blanket Agreement, the User agrees that the ECC can, without any additional approval from the User, cede or in any other way transfer its rights and obligations under the Blanket Agreement.

## **23. Settling Complaints**

**23.1** If the User deems that the ECC has violated its commitments under Chapter II and/or III of the National Payment System Act and Chapter II and/or III of the Electronic Money Act or failed to comply with the Regulation (EU) No. 2015/751, the User can file a complaint to the ECC:

- a) via mail to ECC business address
- b) via email
- c) at the business premises of the ECC and ESB's branches
- d) via telephone
- e) via fax

to which the ECC is bound to deliver the final response, on paper or other durable data storage medium, within 10 days from the receipt of the complaint. If the ECC cannot provide its response to the User within the prescribed time period due to reasons beyond ECC's control, the ECC shall send the User a provisional response stating reasons for delay and the time period for submitting the final response to the complaint, which shall not exceed 35 days.

**23.2** If the User or any other person with a legal interest, including consumer associations, deems that the ECC has violated its obligations under Chapter II and/or III of the National Payment System Act and the Electronic Money Act or that it has acted contrary to the Regulation (EU) No. 2015/751, and/or Article 5, paragraphs 2, 3 and 4 of the Act on the Implementation of EU Regulations Governing Payment Systems, he/she can file a complaint to the Croatian National Bank (CNB), Zagreb, as the competent body, Trg hrvatskih velikana 3, 10000 Zagreb, website <https://www.hnb.hr/>.

**23.3** A mediation proposal may be submitted by the User, who is also a Consumer, to the Mediation Centre of the Croatian Chamber of Economy, Zagreb, Rooseveltov trg 2, or on the website [www.hgk.hr/centar-za-mirenje](http://www.hgk.hr/centar-za-mirenje). The ECC is bound to participate in an alternative dispute settlement procedure initiated in this manner.

## **24. Final Provisions**

**24.1** Among other, the Consumer Credit Act, the implementation of which is supervised by the Croatian National Bank, also applies to this Blanket Agreement, in the part regulating the Revolving Loan.

**24.2** In case of non-compliance of individual provisions of these General Terms with the Revolving Loan Agreement i.e. Special Terms of the Revolving Loan for Mastercard Cards, the provisions of the concerned Agreement i.e. Special Terms shall apply.

**24.3** In case of any disputes arising from the Blanket Agreement, the court in Zagreb shall have territorial jurisdiction.

**24.4** The Blanket Agreement is governed by the laws of the Republic of Croatia.

**24.5** User's loss of income can result in difficulties in repayment of the revolving loan and all other obligations on the Card, which can lead to the termination of the Blanket Agreement and forced collection of debt. This can cause unintended consequences such as loss of real property and other valuable property.

## **25. Effective Date**

**25.1** The General Terms and Conditions of the Blanket Agreement on Issuing and Using the Mastercard Card shall take effect on 1st August 2022 and supersede the General Terms and Conditions for Issuing and Using the Mastercard Card No. OU-MC/02-2021/01 valid as of 1st July 2021.