

# General terms and Conditions of the Blanket Agreement on Issuing and using Visa Card

## Title I

### General provisions

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

**1.1** Provider of the services of issuing and using the Visa Card is Erste Card Club d.o.o., with its headquarters in Ulica Frana Folnegovića 6, Zagreb, tax number (OIB): 85941596441, (hereinafter: ECC).

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

#### 2. Terms

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

**Visa Card or the Card:** Visa Charge Card and/or Visa Revolving Card.

**Visa Charge Card:** A card with recognisable visual characteristics of Card category and brand (Visa) owned by the ECC. All costs incurred by using the Card by charging it at Points of Sale in the current billing period are due in full in the subsequent billing period, where a billing period equals one month.

**Visa Revolving Card:** A card with recognizable visual characteristics of Card category and brand (Visa) owned by the ECC. All costs incurred by using the Card by charging it at Points of Sale in the current billing period are due in the subsequent billing period at a contracted percentage, where a billing period equals one month.

**Basic Visa Card:** Visa Charge Card and/or Visa Revolving Card issued by the ECC to the Basic User who can, based on the use of that Card, request for Additional Cards to be issued that are connected to the Card.

**Additional Visa Card:** Visa Charge Card and/or Visa Revolving Card issued by the ECC to the Additional User, at the request of a Basic User, and related to the Basic Visa Card of the Basic User.

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

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

**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 outside of the commercial, business or professional activities.

**Basic User:** A natural entity with legal capacity and of age who, at his/her request, was issued a Basic Visa Card, where a Basic User is a private user, who acts as a Consumer.

**Additional User:** A natural entity who, at the request of the Basic User, was issued an Additional Visa Card, where an Additional User is a private user, who acts as a Consumer.

**Business User:** A natural entity with legal capacity and of age who, at the request of a Business Client, was issued a Business Visa Card, and whose name is on said Card.

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

**Payment Recipient:** Business entity, acting as a legal entity, trade or any other business entity, which is receiving financial assets via payment transaction.

**Spending Limit:** Limit on spending is a total sum of permitted spending amount on all Cards. In case of Visa Revolving Card, Spending Limit is the amount of a Revolving Loan.

**Spending Limit per Card:** Limit on spending is a permitted spending amount per each Card which is included in the Spending Limit.

**Point of Sale:** Place where goods and/or services offered by the Payment Recipient are being sold, including the device/validator which records the acceptance of Card transactions by pressing the Card, pulling it through or in any other agreed manner. Point of Sale also includes the Internet and mobile apps.

**Customised Security Credentials:** Personalized features provided by the payment services provider to the User, i.e. used for the authentication of the User. Example: PIN (Personal Identification Number) – card personal identification number is a four-digit number assigned to the User by ECC upon approval of the Request; CVV2/CVC2 – control three-digit number printed on the back of the Card; 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:** Web and mobile applications offered by ECC that allow you to view and receive card related information and spending amount per cards, modify scheduled Card settings, and negotiate additional services available on the application. Information and instructions on contracting available ECC digital channels are available on the official ECC website.

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

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

**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 on issuing and using of Visa Card (hereinafter: the Blanket Agreement) regulates the rights and commitments of the ECC as a provider of payment services, and the User as the payer, within the meaning of the National Payment System Act.

**3.2** Blanket Agreement consists of: (a) Request for Visa Card issuance (hereinafter: The Request), (b) these General Terms, (c) Decision on Limit where the Visa Revolving Card also represents the Revolving Loan amount, (d) Decisions on Fees for Visa Cards, and (e) Methodology of the Manner and Order of Closing Receivables (hereinafter: Integral Parts).

**3.2.1** Blanket Agreement shall not be used only to finance specific products and/or specific services, therefore it shall not be related to the Loan Agreement within the meaning of the Consumer Credit Act and other regulations regulating consumer protection. The User makes the choice for himself/herself, and ECC must 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.

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

**4.1** The Request represents an offer of entering into a Blanket Agreement that is submitted to the ECC by the User. ECC is not required to give reasons for rejecting the Card Issue Request.

**4.2** ECC sets the Spending Limit and Spending Limit per Card when approving the Request, in accordance with the business policy which is set and changed without limitations. If the Request submitter does not agree with the Spending Limit, the submitter shall not use the Basic Visa Card and shall disable the use of Additional Visa Cards and shall return all of Cards halved to the ECC no later than fifteen days from the date the Cards were received.

**4.3** 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 as 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 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, (b) Revolving Loan and (c) cash withdrawal at ATMs and withdrawal counters in the Republic of Croatia and abroad (hereinafter: Basic Functionalities).

**5.2** The card with a chip for contactless payment has the functionality of contactless payment. 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).

**5.3** If the ECC enables specific benefits for its Card Users, such as the right to insurance or participation in an award programme, the said benefits are set in the rules of the programme, which do not constitute an integral part of a Blanket Agreement.

**5.4** Additional functionalities provided by ECC i.e. ECC's business partner (e.g. Co-brand Card) are subject to change in accordance with the business decision by ECC i.e. ECC's business partner.

**5.5** If the Visa 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 won prize, and it will only be used for one-time purchases and contactless payments and will be valid until the expiry date indicated on the Card. Card cannot be used for withdrawing cash.

**5.6** ECC may, at the request of the User, restrict or exclude certain ways of using the Card (e.g. payment on the Internet, abroad, cash withdrawal, payment of lottery games).

### 6. Using 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 remember said PIN code, 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.

**6.3** The User shall make all other reasonable protection measures for the protection of Personalized Safety Characteristics. 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 charge the User for costs of the case or terminate the Blanket Agreement.

**6.4** The User shall carefully handle Personalized Safety Characteristics. The user must ensure that the websites he/she uses to make online payments are 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 and use of ECC On-line Services, 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 [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.

**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, or through other available communication channels. Loss or theft of a PIN code must

be reported by the User at +385 1 4929 555. ECC can decide to record any such telephone conversation.

**6.9** If the User, after reporting the loss or theft of the Card, finds said Card, it cannot be used. The User must immediately report it to ECC on telephone numbers given in the last paragraph, and must follow the instructions provided by ECC. Otherwise, he/she shall bear all costs charged to the Card.

**6.10** The User agrees to the possibility of being requested to present an identification document with a photograph by any employee at the Point of Sale for the purpose of identity verification.

## **7. Spending Limit**

**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** Spending Limit and Limit on Spending per Card is set with the Decision on Limits (hereinafter: the Limit). 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. Upon making a change related to the amount of the Limit, ECC will inform the User through the Decision on Limit and, if possible, over the phone.

**7.3** After setting the initial spending limit, ECC continuously manages the risk and adjusts the spending limit according to the risk assessment for the User. 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, the total amount due and accrued expenses and changes in property circumstances of the User.

**7.4** If costs incurred with the Card exceed the limit, the User shall pay to ECC for all such costs, otherwise the cost amount exceeding the contracted limit shall be deemed as acquired without basis by the User, and legal penalty interests will be calculated by the ECC on each such amount from the date it was incurred until payment date.

**7.5** Basic User and Business Client can submit a request to ECC for the reduction or increase of Spending Limit. The ECC decides to accept or refuse said request without limitations. If the ECC accepts the Request for reduction or increase of limit, the ECC shall make a new limit on the Note of Costs and inform the Request submitter on the Blanket Agreement modifications offer being accepted by changing the Spending Limit.

**7.6** If the User uses more than one Card with set Limits, the contracting parties can agree on redistributing limits on spending per Card.

**7.7** ECC Card users can check their spending limits per cards through digital channels, e.g. ECC mobile application.

## **8. Blocking Cards**

**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 a 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
- d) if there is a need to adapt ECC's business 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 using the Card contrary to the Blanket Agreement
- g) at the request of the User

**8.2** ECC will inform the User on the Note of Costs 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 before blocking the Card, ECC is obliged to do it 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 or in another appropriate manner.

**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** Unblocking the Card that is blocked due to payment delays will only be possible after all the card expenses have been settled.

**8.6** Blocking 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 no longer exist, shall allow the User to continue with the use of the Card, 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) By signing the slip.
- b) By entering PIN number.
- c) Providing the Card to an employee at the Point of Sale. At Points of Sale where is not possible to sign the slip due to technology issues or the sales process (e. g. toll).
- d) By signing the slip on the screen of the smart device.
- e) By communicating Personalized Safety Characteristics of the Card required for the acceptance of the Card via Internet, telephone or in a written form.
- f) By 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 these General Terms.

**9.2** When giving approval for the transaction authorised with a PIN code, 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.

**9.3** While signing the transaction confirmation (slip), the User is required to sign the slip 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 one copy. In case of a transaction made on an mPOS device, the User will receive the receipt electronically, via email or telephone number provided at the Point of Sale during the transaction. If the transaction data is not electronically delivered to the User, the User agrees and acknowledges that the transaction data will be sent on the Note of Costs.

**9.4** Maximum transaction amount charged with the Card via contactless payment, and which does not require signature on the receipt, depends on the country within the framework defined in Visa card scheme, and for the Republic of Croatia, that amount is HRK 100.00. In said case, the Point of Sale is not required 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, 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** Card user cannot recall authorisation for implementing payment transaction after authorising the payment transaction in any said way, unless the Point of Sale delivers the authorisation to ECC in writing.

## **10. Responsibility for Authorised Payment Transactions and Other Costs Charged to the Card**

**10.1** Basic User shall be responsible for commitments that are charged to Basic and Additional Visa Cards.

**10.2** Additional User shall be responsible for commitments charged on the used Additional Visa Card. In case of a Visa Revolving Card, the Additional User is a joint guarantor for the commitments of the Basic User based on the approved Revolving Loan. The Additional User can recall warranty in a way that, within 15 days from the day the Card was received, he/she returns to ECC the Additional Visa Revolving Card cut in half, with which no transaction has been executed.

**10.3** Business Client shall be responsible for the commitments that are charged to the Visa Business Card i.e. Visa Corporate Card. Business User, 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, is jointly responsible with the Business Client for all debts of the Business Client to ECC.

**10.4** 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** Previous provisions under this Article apply to the responsibility for executed unauthorised transactions, more specifically to:

- a) Up to a maximum amount of HRK 375.00 if the execution is a consequence of using a lost or stolen Card or a consequence of any other misuse of the Card; 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 the Blanket Agreement.

**11.2** Provisions of previous paragraph shall not be applied to the responsibilities for unauthorised payment transactions executed after the User has informed the ECC, unless he/she acted in fraudulent manner.

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

**12.1** Collective Payment receipts and electronic information on the authorised transaction which were delivered to ECC are deemed an order by the User to execute payment transaction.

**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 with whom the Point of Sale contracted the forwarding of 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 7:30 p.m., 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 Note of Costs 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. Note of Costs**

**13.1** Once a month, ECC issues to the Basic User or to the Business Client a notice with information on received payment orders and other costs incurred in the accounting period to which the notice relates, of which ECC was informed by the time of issuing that notice (hereinafter: Note of Costs). ECC shall deliver the Note of Costs in paper form or on other permanent data storage medium. Note of Costs can be delivered by ECC through digital channels to Basic Users who are using ECC digital channels. At the request of the User, ECC shall deliver the Note of Costs in paper form. In case of termination of the Blanket Agreement or cancellation of contracted ECC digital channels, the Note of Costs will be sent via mail.

**13.2** Basic User or Business Client shall pay the total amount stated on the Note of Costs by the maturity date and in full, except in cases of disputed unauthorised payment transactions. Processing the payments made by the User takes place in accordance with the National Payment Clearing System Payment Schedule (NSA).

**13.3** In case of failure to pay the Note of Costs by the maturity date, ECC shall charge legal penalty interest rates. If the final day of the Note of Costs maturity date is Saturday, Sunday or any other holiday, the final day of the maturity date is the following working day. Maturity date of the Note of Costs is 12 days from the day the invoice was issued, unless if agreed otherwise in a special Agreement between the User and ECC.

**13.4** In the event that an overpayment was recorded at the last Note of Costs, the User is entitled to a refund of overpaid funds by ECC. 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 ECC has information on IBAN from previous payments, the refund will be made to that IBAN number. ECC hereby declares the offsetting of 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 authorised transaction is recorded on the Note of Costs 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 in writing to the headquarters address, 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 have been in, 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, the User shall solve the complaint directly with the Point of Sale.

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

**15.1** 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 was executed, proceed to solve the complaint.

**15.2** 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 contractual commitments, 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, 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, charge back or reduce the costs and ensure that the Point of Sale issues such an instruction to ECC.

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

**16.1** 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 (a) in currencies that are listed on ESB exchange rate list, are converted into HRK in accordance with the ESB selling rate for foreign currencies applicable on the transaction date, (b) 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 (a) in currencies that are listed on ESB exchange rate list, costs are converted into HRK in accordance with the ESB selling rate for foreign currencies applicable on the transaction date; (b) in currencies that are 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. ECC selling exchange rate is available at [www.erstecardclub.hr](http://www.erstecardclub.hr), and ESB selling exchange rate at [www.erstebank.hr](http://www.erstebank.hr).

**16.2** 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 issuing and using Visa Cards.

**16.3** Membership fee for Cards can be charged per month or per year. Annual and monthly membership fees for new User is calculated within 30 days after the approval of the Request.

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

**16.5** 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.

#### **17. Assessment of Financial Possibilities, Debt Insurance by ECC and Fulfilment Sequence**

**17.1** 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 and his employer information and documentation on regular and extraordinary income and User solvency, which the User is obliged to deliver to ECC, which includes statements on the bases of which the ECC can request a credit report from the Croatian Registry of Loan Obligations (HROK).

**17.2** 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. Delivered security instruments can be used to settle any commitments of the User towards ECC.

**17.3** 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, insolvency or liquidation proceedings of the employer. The User is obliged to inform ECC of the opening of insolvency proceedings of the consumer.

**17.4** 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.

**17.5** 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.

## 18. Blanket Agreement Duration Period

**18.1** 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.

**18.2** 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.

**18.3** 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.

**18.4** 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.

## 19. Modifications, Cancellation and Termination of Blanket Agreement

**19.1** 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.

**19.2** The notice on modifications of any Integral Part shall be delivered by ECC to the Basic User and to the Business Client in one of following ways: in a separate letter or in a letter enclosing the Note of Costs, in the form of a notice on the Note of Costs or in an e-mail and/or via a contracted ECC digital channel at least two months before the amendments enter into force. 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.

**19.3** The User agrees that, in case the Card he/she uses is no longer issued by ECC, ECC shall provide him/her with another card that contains basic functionalities of the existing 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.

**19.4** 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.

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

**19.6** The User agrees that amendments favouring the User may be executed immediately, without prior notification.

**19.7** 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 an ESB branch office.

**19.8** 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.

**19.9** 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 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 contracting party.

**19.10** 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 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 contrary to the Blanket Agreement and/or contrary to the law; (d) if it is established that the Blanket Agreement was signed 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 ECC within the given deadline.

**19.11** 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. 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. The User has no right to refund the monthly membership fee that was charged in the calendar month in which the request for cancellation was received.

**19.12** 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.

**19.13** If the Basic User cancels or terminates the Blanket Agreement with regard to the Basic Visa Card, it shall be automatically cancelled or terminated with regard to all other Additional Visa 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 is obliged to pay costs charged on the Card.

**19.14** 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.

**19.15** The User is obliged to provide ECC with updated and correct information in regard with fulfilment of rights and commitments from the Blanket Agreement and positive legal regulations. 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.

## 20. Personal Data

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

## 21. Communication and Informing Users

**21.1** Blanket Agreement shall be concluded in Croatian language and all communication related thereto shall be conducted in Croatian.

**21.2** All Integral Parts of a Blanket Agreement for a requested Card are available in Erste&Steiermärkische Bank d.d. branch offices or via internet on the ECC website [www.erstecardclub.hr](http://www.erstecardclub.hr) and can also be delivered by post or via e-mail at request.

**21.3** Unless otherwise agreed in a special agreement, all communication with ECC can be conducted 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 or via internet on [www.erstecardclub.hr](http://www.erstecardclub.hr).

**21.4** Delivery of Card and other documents to the User, shall be made at the address of the Basic User and the Business User.

**21.5** PIN shall be delivered to the User via regular mail, through ECC digital channels or in some other appropriate manner.

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

**21.7** Invoices and all other packages delivered by mail, apart from those containing Cards or which were established otherwise under these General Terms, shall be delivered via regular mail, unless the User 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 Visa Cards.

**21.8** All Users of ECC digital channels receive notifications electronically, including notices on amendments and modifications of the Blanket Agreement, where the day the notifications are received is the day when notification is made available at the ECC digital channel or in the e-mail sent to the User. At the request of the User, ECC shall deliver notifications, apart from marketing materials, in paper form.

**21.9** ECC reserves the right to approve the use of benefits available via ECC digital channels in accordance with the User's risk assessment referred to in Article 7.3 of these General Terms and that it is possible that the User will not be able to use the aforementioned benefits unless they meet the conditions on which the risk rating is based.

**21.10** Basic Users who are using ECC digital channels and receive Notes of Costs electronically via ECC digital channels, whereby the day the Note of Costs is received is the day when the Note of Costs is made available on the contracted ECC digital channel.

**21.11** ECC will notify the Users about the facts and events relevant to the use of the Card by sending notices to the User's address and via e-mail, regular mail and ECC digital channels.

## Title II

### Special provisions related to Visa Revolving Card

#### 22. Revolving Loan

**22.1** By entering the Blanket Agreement on Issuing and Using Visa Revolving Card, the ECC approves a loan to the Basic User or the Business Client (hereinafter: the Borrower) in the amount set in the Decision on Limit (hereinafter: Revolving Loan/Revolving Loan Agreement).

**22.2** Borrower and the ECC mutually agree and accept that the term Billing Period, used in these Special Provisions, concerns the billing period from the day of two separate bills being created which are invoiced once per month for the commitments charged on the Basic Visa Revolving Card and related Additional Visa Revolving Cards or Business Visa Revolving Cards.

#### 23. Approved Deadline for the Revolving Loan

**23.1** Revolving Loan is granted to the Borrower for a period up to the expiry date of the Blanket Agreement, unless the Blanket Agreement is cancelled or the right of the Borrower to drawdown the remaining amount of the Revolving Loan is set before the end of said expiry date.

**23.2** If new Blanket Agreement shall be concluded with the Borrower after the end of the Blanket Agreement within which the Revolving Loan has been approved, the Borrower and ECC can jointly prolong the duration of the existing Revolving Loan Agreement for the period of validity of the new Blanket Agreement.

#### 24. Revolving Loan Use

**24.1** Borrower and the ECC agree that the Basic User and any Additional User, or Business User, can drawdown the Revolving Loan at any given time during the term for which the Revolving Loan was approved.

**24.2** The Borrower can drawdown the provided Revolving Loan as he/she chooses. Revolving Loan can be drawdown until the total amount of costs incurred reaches the Revolving Loan amount.

**24.3** Costs that cannot be settled with the Revolving Loan funds are: direct costs charged on the Basic Visa Revolving Card and Additional Visa

Revolving Card or Business Visa Revolving Card through invoicing by the ECC, such as interests on the Revolving Loan, penalty interest and ECC fees charged pursuant to the Decision on Fees for Visa Cards.

**24.4** Costs from the previous paragraph of this Article, as well as all other costs and commitments charged against the Card, and the amount of which is larger than the Revolving Loan amount, shall be settled by the Borrower in a single instalment, before their maturity date.

#### **25. Timely and Early Repayment of Revolving Loan**

**25.1** The Borrower agrees that he/she shall repay to ECC the Revolving Loan monthly in a way to repay at least 4% or other agreed minimum percentage of the used amount of the Revolving Loan, i.e. if that amount equals or is lower than 100.00 HRK, the Borrower agrees to pay 100.00 HRK (Minimum Revolving Amount).

**25.2** The Borrower can, at any given moment without prior notification to ECC, make an early partial or full repayment of the Revolving Loan, without fees.

**25.3** By repaying the Minimum Revolving Amount or by early repayment of the Revolving Loan, the principal of the used Revolving Loan is reduced and the principal amount returned in said instalments is released for another drawdown.

#### **26. Revolving Loan Fees and Interest Rates**

**26.1** Revolving Loan is approved with an annual interest rate established under the Decision on Fees for Visa Cards which is the Integral part of the Blanket Agreement. Interest rate is fixed and calculated by applying a straight-line method on interest calculation on the basis of the actual number of days in a year (356/366 days) (hereinafter: Revolving Interest Rate).

**26.2** ECC can in any moment unilaterally decrease Revolving Interest Rate, according to its free estimation or due to legal limitations. The Borrower agrees that after the termination of legal limitation of Revolving Interest Rate amount, ECC can recalculate the contracted Revolving Interest Rate.

**26.3** Effective Interest Rate (EIR) on the Revolving Loan is established in the Decision on Fees and calculated under the assumption that the maximum Revolving loan is drawdown in a single instalment and repaid in 12 monthly instalments in their full amount. Different amounts and dynamics of fund withdrawal, longer repayment and payment date in the amount different from the monthly instalment amount cause a different calculation of the EIR.

**26.4** Borrower doesn't pay any fees to ECC for approval, use and/or return of the Revolving Loan.

#### **27. Calculation of Revolving Interest Rates**

**27.1** Revolving Interest Rate is calculated from the date the cost which is part of used amount of Revolving Loan was incurred until repayment.

**27.2** In case of early repayment of the Revolving Loan in the amount larger than the Minimum Revolving Amount, Revolving Interest Rate is calculated to the reduced amount of the Revolving Loan principal from the day of each individual payment.

**27.3** Revolving Interest Rate is not calculated if the Borrower pays the remainder of the amount of the Revolving Loan drawdown before the maturity date, including all costs recorded in the final Invoice.

#### **28. Right to a Report on Usage and Repayment of Revolving Loan**

**28.1** Borrower has the right, without paying a fee and upon written request, to get the report on the use and repayment plan of the Revolving Loan from ECC according to the usage in the moment the report was made and under the assumption of the monthly repayment of the Minimum Revolving Amount, with the Revolving Interest Rate calculation.

#### **29. Consequences of Late Repayments and Lack of Payments**

**29.1** In case of an overdue payment for any Minimum Revolving Amount, legal penalty interest rates shall be calculated on said amount from the maturity date to payment date.

**29.2** The ECC has the right to, without previous notification, cancel the Borrower's right to drawdown the remaining Revolving Loan amount, if there is any reason whatsoever to block or not issue the Card determined under the Blanket Agreement. ECC shall inform the Borrower about it at a later point in time, as soon as possible.

#### **30. Right of Basic User to Cancel the Revolving Loan**

**30.1** The Borrower has the right to cancel the Revolving Loan within 14 days (fourteen) days from the date the Blanket Agreement is signed, without providing a reason, under the condition that before the fourteen day period expires, the ECC has received the written statement from the Borrower on cancelling that can be delivered via registered mail, via personal delivery to ECC headquarters address or via email on info@erstecardclub.hr.

**30.2** If the Borrower cancels the Revolving Loan, the Borrower must settle the costs that were included in the Revolving Loan until the day it was cancelled, by the maturity date stated on the Invoice.

**30.3** In case the Revolving Loan is cancelled, the Borrower must settle all costs by the maturity date stated on the Invoice.

#### **31. Modifications and Cancellation of Revolving Loan**

**31.1** ECC is authorised to propose modifications of the terms of the Revolving Loan Agreement and shall inform the User about them in writing at least two months before they become effective.

**31.2** Borrower can, without providing a specific reason, at any given moment cancel the Revolving Loan Agreement in a written notice to the ECC, whereby the cancellation shall enter into force 30 days from the day the ECC has received the cancellation notice. The Borrower and ECC

may jointly agree upon early cancellation.

**31.3** ECC can, without providing a specific reason, at any given moment cancel the Revolving Loan Agreement in a written notice to the Borrower, with a two month notice period.

**31.4** Without prior notification and effective on the date of cancellation, the ECC has the right to terminate the right of the Borrower to drawdown the remaining Revolving Loan amount in the following cases:

- a) In cases under Article 30.2 of these General terms;
- b) In case of risk increase that the Borrower will not pay any commitment to the ECC or related legal entities;
- c) In case the ECC establishes that the Revolving Loan was granted based on incorrect or incomplete information on the Borrower;
- d) In case when the Borrower fails to inform in time the Additional User about the content of the Agreement and other documents related to the Agreement;
- e) In other cases when the failure to terminate the Borrower's right to drawdown the remaining Revolving Loan amount could cause damage to the ECC that would be irreparable or in any other manner could represent negligent business by the ECC.

**31.5** In case of cancellation or termination of the Blanket Agreement, this Agreement shall be automatically cancelled or terminated at the date of the Blanket Agreement termination, unless otherwise regulated.

**31.6** In case of cancellation or termination of the Revolving Loan Agreement, the outstanding principal amount of the Revolving Loan and interest rate are due in full.

**31.7** By the Revolving Loan drawdown, the Borrower agrees that he/she was presented with all information pursuant to Consumer Credit Act.

## Title III

### 32. Cession of Rights and Commitments from the Blanket Agreement

**32.1** By entering the Blanket Agreement, the User shall agree that ECC can, without any additional agreement from the User, cede or in any other manner transfer its rights and commitments under the Blanket Agreement.

### 33. Settling Complaints

**33.1** If the User deems that ECC has violated its commitments under Chapter II and/or III of the Electronic Money Act and 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 and in ESB's branches
- d) via telephone
- e) via fax

to which the ECC is obliged to deliver the final response, on paper or other permanent data carrier, within 10 business days of receipt of the complaint. ECC will respond by electronic mail to complaints received by electronic mail and will respond by telephone to the objections received by telephone, unless the User is satisfied with the response, in which case the written objections will be answered in writing, including electronic mail. If the ECC cannot provide its response to the User within prescribed time limit due to reasons beyond ECC's control, the ECC shall send the User a provisional response containing reasons for delay and the deadline for the User to submit the final complaint response, which shall not be longer than 35 days.

**33.2** If the User or any other person with a legal interest, including consumer associations, deems that ECC has violated its commitments under Chapter II and/or III of the National Payment System Act and Electronic Money Act or 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 can complain to the CNB as the authorised body.

**33.3** 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, webpage [www.hgk.hr/centar-za-mirenje](http://www.hgk.hr/centar-za-mirenje). ECC is obliged to participate in such an initiated alternative dispute settlement procedure.

### 34. Final Provisions

**34.1** In the part of this Blanket Agreement regulating Revolving Loan, the Consumer Credit Act applies, among other rules, and its implementation is controlled by the Croatian National Bank.

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

**34.3** Blanket Agreement is governed by the applicable law of the Republic of Croatia.

**34.4** Loss of User income can cause difficulties in repaying the Revolving Loan and all other commitments per Card, which can cause cancellation of the Blanket Agreement and forced settlement of debt. This can have unsolicited consequences for the User, such as loss of real estate and other valuable property.

### 35. Entering into Force

**35.1** General Terms of the Blanket Agreement on Issuing and Using the Visa card shall enter into force on 1st June 2019 for all Blanket Agreements concluded on or after 1st June 2019, and in relation to Blanket Agreements concluded up to and on 31st May 2019 on 15th September 2019, and shall replace the General Terms for Issuing and Using the Visa card No. OU-DC/06-2018/01 valid as of 15th July 2018.