

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

### 1. Information on the Payment Services Provider

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

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

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

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

### 2. Terms

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

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

**User:** The person to whom the Card was issued.

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

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

**Payment Recipient:** Business entity, whether acting as a legal entity, trade or any other business entity, which is entering into the Blanket Agreement on the Acceptance of Payment Transactions with ECC.

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

**Records of Expenditure:** Transaction receipt initiated by the User (hereinafter: Records of Expenditure or Slip).

**Authentication:** A procedure that allows the Payment Recipient to verify the User's identity or the validity of the Card, including verifying the use of Personalized User Security Credentials, and it is implemented in the following ways: (i) by signing the slip, regardless of the fact whether an auto-printed slip from the EFT-POS terminal has been signed or the slip on the display of the corresponding device; (ii) by entering the PIN number on the EFT-POS terminal; (iii) by pressing the Card against a Contactless EFT-POS terminal or a Validator; (iv) by entering security elements required by Recipient when goods or services are bought online.

**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.

**Authorisation:** in terms of these General Terms and Conditions, the Card Issuer's approval for payment of the requested amount based on the Card Transaction which is confirmed by assigning the authorization/approval number.

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

**Interbank Fees:** Fees that are paid directly or indirectly for each Transaction between the Issuer and the Recipient involved in a particular Transaction. All net payments, discounts or incentives received by the Issuer from the International issuing

companies, the Recipient or any other agent related to Transactions or respective actions and any other agreed fees shall also be considered as part of the said fee.

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

**EFT-POS terminal:** An electronic device installed at the Point of Sale used to create and send a message to the Card issuer computer or the institution appointed by the Card issuer to authenticate the terminal, Card and PIN identification for the purpose of authorizing and recording the cost amount. It allows you to accept transactions by pulling or inserting the Card, and by pressing Cards that have contactless functionality against the device.

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

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

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

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

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

**mToken:** the functionality of the Issuer's mobile application used for User authentication during the purchase transaction authorization at the Internet points of sale.

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

**Card Payment Transaction or Transaction:** the transfer of funds initiated by the User or Payment Recipient using a card, based on the prior consent of the User.

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

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

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

**MO/TO:** acceptance of transactions by the method of Manual entry when the Payment Recipient initiates the transaction using means of remote communication (e-mail, telephone, fax, etc.), with the obligatory prior consent in the form of a written or telephone order of the Card holder.

**MIT transactions:** one or more transactions, with a fixed or variable amount in a fixed or variable period based on a contract between the User and the Payment Recipient, which allows the Payment Recipient to initiate subsequent payments without involving the User.

**Low Value Transaction (LVT):** Low value transaction as per Article 16 of the EU Regulation no. 2018/389.

**Advance Payment:** Payment made by the User in advance, before goods delivery or service consumption.

**Refund:** Refund request for authorized payment transactions initiated by the payee or initiated through the Payment Recipient

**Card Debit:** Payment of a Card Payment Transaction using the Card, initiated by the Payment Recipient or the User.

**Payment Order:** Instruction given by the User or the Payment Recipient requesting the execution of a payment transaction using the Card.

**Person Subject to Sanctions:** Person who is listed on the sanctions list, or is owned, controlled by or acting on behalf of the person listed on the sanction list; has a domicile, residence, registered office or is established in accordance with the regulations of the state or area under the sanctions regime, or is owned or under (direct or indirect) control of a person who has a domicile, residence or registered office of a person established in accordance with a state regulations or territory subject to sanctions or an entity established under the law of that state.

**Sanctions:** Laws, regulations, embargoes or restrictive measures relating to the economic sanctions administered, enacted and enforced by the Sanctioning Authorities.

**Sanctioning Authority:** includes (a) UN Security Council, (b) EU, (c) USA, (d) the competent governmental institutions and agencies in any of the foregoing, (e) any State in which Erste Group is a member, and (f) any other competent governmental or regulatory authority, institution, agency imposing economic and financial sanctions, restrictive measures or trade embargo, including without limitation the Office of Foreign Assets Control, US Department of the Treasury (OFAC).

**Sanctions lists:** any list of specially designated nationals and blocked persons subject to Sanctions maintained by any Sanctions Authority.

**Erste Group:** a group of credit institutions as per the Credit Institutions Act, consisting of Erste & Steiermärkische Bank d.d. as a parent credit institution and other financial institutions.

### **3. Integral Parts of the Blanket Agreement**

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

In case of discrepancy between certain provisions of the General Terms and Conditions and the provisions of other Components of the Blanket Agreement referred to in this Article, the relevant provisions of other Components of the Blanket Agreement shall apply, unless expressly agreed otherwise. The provisions of Chapter II of the National Payment System Act shall not apply to this Blanket Agreement.

### **4. Entering into a Blanket Agreement and its entering into force**

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

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

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

**4.4.** The contracting parties agree that by accepting the Diners Club Card, the Point of Sale agrees to accept Discover cards without the possibility of instalment payments, unless Contracting Parties agree on other acceptance conditions in writing.

### **5. Service which is the Subject to the Blanket Agreement**

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

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

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

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

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

### **6. Provision of Technical Conditions by the Payment Recipient**

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

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

**6.3.** ECC undertakes to provide the Payment Recipient and his/hers related provider of technical conditions with all necessary information and other reasonable assistance required for the communication of the EFT POS terminals with the ECC information system.

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**6.4.** If Payment Recipient is unable to provide the required technical conditions, ECC shall upon the Payment Recipient's request, provide these terms under the conditions agreed upon by ECC and the Payment Recipient in a separate contract.

**6.5.** With regards to Virtual and Digital POS terminals, ECC undertakes to provide the Payment Recipient with the appropriate payment transaction acceptance application.

**6.6.** In case of negligent management of ECC equipment (POS terminal and related equipment), ECC has the right to collect the contractual penalty defined in the lease agreement, i.e. the contractual penalty in the amount of the actual damage if not defined by the lease agreement. Collection will be made by offsetting mutual claims or by issuing invoices by the ECC.

## **7. General Responsibilities of Payment Recipient**

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

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

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

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

## **8. Authorization and Pre-authorization of Transactions**

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

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

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

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

**8.5.** In case of pre-authorization, the Payment Recipient must request Authorization upon service execution, up to the amount for which the pre-authorization was granted, provided that the deadline set by the Card issuer has not expired and that the User of the Card does not dispute the receipt of goods and/or services.

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

**8.7.** The valid basis for the collection of pre-authorized costs, i.e. for the retrieval of pre-authorized funds through the POS terminal, is the Transaction confirmed exclusively using PIN or the User's signature. If the User has not confirmed the Transaction and/or the Authorization has not been provided, any costs incurred by any claim shall be borne by the Payment Recipient.

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

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

**9.2.** If the time of receipt of the payment order from the previous paragraph of this Article in respect of Transactions initiated with VISA and MasterCard cards falls before 7:30 p.m., the payment order shall be considered to be received on the same working day, and if the order was received after 19.30, the payment order shall be considered to be received on the next day. If the time of receipt of the payment order from the previous paragraph of this Article in respect of Transactions initiated with DC cards does not fall on a working day of the ECC or if the order is received on a working day after 11:59 p.m., the payment order shall be considered to be received on the next working day.

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

**9.4.** Unless otherwise agreed, records of expenditures for Cards of domestic and foreign Users are recorded in the ECC system in the domicile currency of the Republic of Croatia and the ECC will make payments to the Recipient in this currency.

**9.5.** ECC undertakes to provide the payment to the Recipient within the time limit set by the Special Provisions of the Blanket Agreement, except in the case of technical difficulties beyond ECC's control.

**9.6.** The agreed payment deadlines can be changed once by approving the Request for Early Payment, which means payment before the due date at Recipient's request if the ECC approves such request. ECC may reject a request for early payment without providing a reason.

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

**9.8.** By submitting the Prepayment Request, the Recipient agrees to collect the prepayment fee calculated for the amount of the ECC's obligation referred to in paragraph 9.6 and specified in the Request for Early Payment.

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

**9.10.** Payment Recipient is required to keep and, at the ECC's request, submit the Records of Expenditures and contractual and other documentation related to the Records of expenditures which are used as basis for Transactions initiated in the last 540 days.



- 9.11.** If the Payment Recipient does not submit to the ECC, at ECC's request, correct copies of the Record of Charges and/or the Total Charge and/or other documentation referred to in the preceding Article and the User of the Card disputes the expense, the Payment Recipient shall pay to ECC a contractual penalty in the amount of that Transaction, which is due at the same time as the first next ECC's commitment, irrespective of which Transaction does this obligation apply to and it shall terminate with the set-off.
- 9.12.** If there is no possibility for the set-off, the Payment Recipient is obliged to pay the contracted penalty at the request of ECC, within the time period specified by the ECC.

## **10. Note of Costs**

- 10.1.** Unless otherwise agreed, the ECC shall issue to the Payment Recipient monthly note with all payment transactions in the preceding Accounting Period and the amount of the Fee (hereinafter: Note of Costs).
- 10.2.** In the Note of Costs, the ECC will provide the necessary information in accordance with regulations after the execution of an individual payment transaction.
- 10.3.** The Recipient agrees to provide the ECC with Expense Notice at least once a month, primarily through the ECC Digital Channels, or by sending an e-mail, if the ECC has Payment Recipient's email on file.
- 10.4.** The day of receipt of the Note of Costs will be considered the day when the Note of Costs was made available on the ECC Digital Channel, i.e. e-mail.

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

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

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

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

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

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

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

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

## **12. Card User Complaints**

**12.1.** If the User of the Card submits a complaint to the ECC regarding the Transaction, the Payment Recipient shall, after receipt of the ECC's notice of the complaint in question, submit to the ECC, within the time period specified by ECC in its notice

of complaint, a written explanation with all accompanying documentation (e.g. copy of the invoice for the purchase of goods and/or services, copy of slips etc.) relating to the complaint of the Card User.

**12.2.** Complaint by the Card User referred to in the preceding paragraph, which is exclusively related to the Transaction, will be considered as justified if the ECC does not receive a written explanation from the Payment Recipient upon expiry of the deadline and related documentation or if it is stated in the explanation that the Payment Recipient has not complied with the provisions of this Blanket Agreement. In that case, the ECC has the right to deny payment to the Payment Recipient for the said Transaction, i.e. has the right to a full refund from the Payment Recipient by reducing subsequent payments towards the Payment Recipient.

**12.3.** If the Card User agrees that the ECC may charge him/her, in addition to the amount of the disputed Transaction, for the costs of the Card User's complaint, which results in the initiation of arbitration proceedings, according to the relevant card payment scheme, and with the Payment Recipient's prior consent, in case of loss in the arbitration proceedings. The ECC will inform the Payment Recipient about the costs of the payment before initiating the arbitration proceedings.

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

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

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

**12.7.** If the User of the Card submits a complaint to the Payment Recipient for goods and/or services paid with the Card and the Point of Sale accepts a refund of the goods and/or services, i.e. cancellation or reduction of the cost, the Payment Recipient shall without delay issue to the ECC written approval for the cancellation or reduction of the Transaction amount. In this case, if the Reimbursement is made to the User, the Payment Recipient must pay the ECC the funds needed for the Refund, and the ECC reserves the right not to execute or refuse to make the Refund until the Payment Recipient fulfils its obligation to provide the funds.

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

- a) If the original Transaction is in the POS terminal memory and it has not been paid to the Payment Recipient yet, the Payment Recipient will cancel the Transaction in the full amount in agreement with the User.
- b) If the original Transaction is no longer in the POS terminal memory, and the cost amount has already been paid to the Payment Recipient in full or partially.

The Payment Recipient will submit to the ECC a form for the execution of a full or partial Refund to the User (the form can be found at <https://www.erstecardclub.hr/hr/pomoc-i-podrska/dokumentacija> and <https://www.diners.hr/hr/prigovori>). Based on the form, ECC issues a note of entry on the basis of which the refund is paid back, together with the refund of Fee to the Payment Recipient.

- c) The refund can be carried out through a POS device or ECC digital channels, if the ECC provides the technical prerequisites for this.
- d) Maximum amount of the refund equals the related transaction amount. The ECC may charge for the Refund service in accordance with the conditions defined in the Special Provisions.
- e) Payment Recipient may not generate Refund transactions if the card has not been previously charged with a debit transaction.

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

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

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

### **14. Payment Recipient's actions when the Transaction, payment execution regularity or payment refusal is disputed**

**14.1.** If the Payment Recipient considers that there are no reasons why the Transaction should be unauthorized or considers that the Transaction on the basis of the order was not executed correctly or that the payment via the payment order has been

denied without foundation, the Payment Recipient is obliged to notify ECC by submitting a written objection within 3 (three) working days after the receipt of the ECC's notice of the stated reasons.

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

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

**14.4.** If the Payment Recipient disputes completed Transactions (for example, claims that they did not initiate them) or claims that the Transactions were not properly executed, they must prove that they acted in accordance with Article 7 of these General Terms and Conditions and all other provisions of the Blanket Agreement.

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

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

- a) Charging the User in instalments and payment in instalments to the Point of Sale according to the number of agreed instalments, (hereinafter referred to as: OBK2),
- b) Charging the user in instalments according to the agreed number of instalments and payment of the full principal at the Point of Sale (hereinafter: OBK1, OBK3 or OBK5).

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

**15.3.** The Payment Recipient must transfer to the ECC electronically, no later than the next working day, the data on the Records of Charges, as well as the Total Charge on all Records of Charges that are exported at the same time.

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

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

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

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

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

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

**16.3.** The User is not entitled to a refund if a) he/she has given consent for the execution of the payment transaction directly to ECC and b) if the Payment Recipient has delivered or has made the information available to the User in relation to future payment transaction, as agreed at least four weeks before the maturity date.

**16.4.** The Payment Recipient undertakes to ensure that the requirements of item b) from the previous paragraph of these General Terms are fulfilled and commits to return to ECC any amount ECC has paid to the Payment Recipient by virtue of the



Contractual Debit of the Card if the User exercises his/her right to a refund. The Payment Recipient is required to make a refund within 3 (three) business days from the date of the receipt of the refund request by ECC and agrees that the refund may be set-off by any claim of the Payment Recipient towards ECC. If there is no possibility for the set-off, the Payment Recipient is obliged to pay the contracted penalty at the request of ECC, within the time period specified by the ECC.

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

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

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

**16.8.** The Payment Recipient agrees to submit the Request for Contractual Debit from the archives at ECC's request within 24 hours.

Otherwise, the Payment Recipient is obligated to compensate ECC for any damages that may result.

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

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

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

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

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

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

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

provisions of these General Terms and the Functional Specification for the transactions, the provisions from the Functional Specification for the acceptance of transactions shall apply.

## **17. Special Obligations of Payment Recipient Regarding Internet Sales**

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

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

**17.3.** Expenditure records for Internet sales must contain basic data on completed Transactions (Card brand, last four digits on the Card, Transaction amount, approval number, method of delivery of goods and delivery address, data on the recipient, date and time of the Transaction) in accordance with the Operating Instructions delivered by the ECC as well as in accordance with the standards referred to in paragraph 25.2 of these General Terms and Conditions.

**17.4.** Payment Recipient shall deliver the Record of Charges to ECC within 3 (three) workdays from the date of the request, together with specifications of goods and services sold, and signed receipt document or other proof of receipt.

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

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

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

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

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

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

**17.10.** Payment Recipient shall make visible on their Internet Point of Sale all the information that they are required to publish pursuant to regulations regulating consumer information, as well as following information: correct list of goods and services offered, including transaction currency pursuant to regulations; contact information for Users who wish to receive additional notifications or for complaint purposes (at minimum, company name, address, telephone number and email); terms for complaints, payments, compensations, refunds and/or returns; delivery method; delivery address; billing address; information on goods recipient; method of sensitive data protection; statement on known export restrictions, customs regulations and any other provisions that might be relevant to consumer; name of the country where Payment Recipient and Point of Sale are located; statement on personal data protection, collection and use, which should also allow the Users to refuse to participate in marketing campaigns and denial of consent to the provision of their personal data for use by third parties; ECC trademark and logo of the Cards being accepted should at least be proportional to identification labels of other cards accepted at the Internet Point of Sale.

**17.11.** The Payment Recipient is obliged to notify the ECC in writing of any planned change related to its Internet Point of Sale, in case the change is directly or indirectly related to the ECC and the acceptance of the Cards at that Internet Point of Sale, including but not limited to the Point of Sale URL, security protocol and similar information, at least one month before the planned change.

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

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

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

**18.2.** The Payment Recipient can use the method of manual card data entry via the POS terminal only for MO/TO transactions if they have agreed with the ECC to accept MO/TO transactions. If the Payment Recipient is using the method of manual card data entry via the POS terminal, and has not agreed with ECC to accept MO/TO transactions, ECC will reject such transactions.

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

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

**18.5.** ECC can exercise the right from previous paragraph for Authorisation of disputed amount as well.

## **19. Special Obligations of Payment Recipient for MIT Acceptance**

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

**19.2.** The ECC shall pay the Payment Recipient the amount if the Authorization has been obtained and if the Card User is not disputing the cost.

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

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

## **20. Special obligations of the Payment Recipient when initiating a Low Value Transaction (LVT)**

**20.1.** In the event that the User initiates an electronic Transaction remotely, the Payment Recipient is not required to apply Trusted Authentication for Low Value Transactions and if other preconditions of EU Regulation 2018/389 have been met.

**20.2.** The ECC shall pay the Payment Recipient the amount if the Authorization has been obtained and if the Card User is not disputing the cost.

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

**20.4.** ECC can exercise the right from previous paragraph for Authorisation of disputed amount as well.

## **21. Special Obligations of Payment Recipient Regarding Hospitality Services**

**21.1.** Whenever the Card is being used to pay for services in the hotel industry, the Instructions for booking and charging for accommodation and related services shall apply and form an integral part of the Blanket Agreement.

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

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

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

**22.1.** Whenever the Card is being used to pay for transport means rental, the Instructions for accepting cards for the purpose of renting vehicles shall apply and form an integral part of the Blanket Agreement.

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

## **23. Obligations Regarding Status, Organizational and Other Business Changes of Payment Recipient**

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

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

## **24. Obligations of Payment Recipient Regarding the Use of Logo, Trademark, Marketing and Other ECC Material**

**24.1.** The Payment Recipient is required to visibly display at each of its Point of Sale the material that the ECC provides for the purposes of notifying the User about Card acceptance and terms of acceptance, as well as for marketing purposes, as well

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as material needed to fulfil ECC's obligations pursuant to regulations on, among other things, card acceptance, consumer protection, visual labels of Cards being accepted, trademark and other ECC signs and signs about promotions that will be organised occasionally, in the manner requested by the ECC.

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

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

## **25. Obligation of Maintaining Confidentiality of Information**

**25.1.** The Blanket Agreement with all its amendments constitutes a trade secret in respect of the amount of the Transaction Acceptance Fee, and the Payment Recipient and the ECC undertake to keep these provisions confidential.

**25.2.** The Payment Recipient is obliged to comply with the Payment Card Industry Data Security Standard in the execution of the Blanket Agreement (hereinafter: PCI DSS), which are available at [www.pcisecuritystandards.org/security\\_standards/pci\\_dss\\_download.html](http://www.pcisecuritystandards.org/security_standards/pci_dss_download.html). Payment Recipient is required to comply with PCI DSS in the shortest possible term and to obtain Compliance Certificate or another appropriate document on PCI DSS compliance (both hereinafter referred to as: Compliance Certificate) in the manner prescribed by PCI DSS, and is required to notify ECC of this. After the expiration of the Certificate of Conformity, the Payment Recipient undertakes to obtain a new Certificate of Conformity and he/she is obliged to submit it to the ECC upon its request. Payment Recipient is also required to follow all PCI DSS standards and requests autonomously and independently of ECC. Payment Recipient is required to compensate ECC for all damages, costs, penalties received from card payment schemes and all other compensations that might arise for ECC due to Payment Recipient's failure to comply with commitments stipulated in this article.

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

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

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

## **26. Debt Insurance by ECC and Fulfilment Sequence**

**26.1.** If ECC, at any given moment, requires issued security instruments for commitments of the Payment Recipient to ECC, the Payment Recipient shall, within the period specified by the ECC, deliver the required security instruments and agree that the security instruments provided may be used to settle any Payment Recipient's obligation to the ECC, unless the collateral is explicitly linked to a specific contractual obligation.

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

## **27. Blanket Agreement Duration Period**

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

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

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

**28.2.** The ECC shall notify the Payment Recipient of all amendments to any Integral Part of the Blanket Agreement, apart from Display of interbank fees and Methodologies for calculating fees according to card payment schemes, by a separate notification, e-mail, a notification attached to the invoice, via ECC Digital channels or via other available channels at least 30 days before such amendments take effect. Amendments to Display of Interbank Fees and Methodologies for Calculating Fees According to Card Payment Schemes shall be published by ECC on ECC websites [www.erstecardclub.hr](http://www.erstecardclub.hr) or [www.diners.hr](http://www.diners.hr) and via ECC Digital Channels if technical prerequisites are provided, and the Payment Recipient may request for them to be delivered by e-mail. The Payment Recipient can, at any given moment after the notification, request from the ECC all modified Integral Parts of a Blanket Agreement, as well as collect them in person in ECC Headquarters in Zagreb, on the mentioned ECC websites, ECC Digital Channels when possible and he/she can request for them to be delivered by e-mail.

**28.3.** If the Payment Recipient fails to communicate to ECC in writing his refusal of the amendments to the Blanket Agreement up to the proposed date of their entry into force, it shall be deemed that Payment Recipient accepted the amendments to the

Blanket Agreement. Payment Recipient agrees that amendments favouring Payment Recipient may be executed immediately, without prior notification.

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

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

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

**28.7.** In the event that, at the ECC's sole discretion, there is a suspicion of fraud or any misuse, money laundering and/or terrorist financing, inappropriate, unacceptable, immoral conduct, the ECC is authorized, without specific justification, to postpone or refuse to provide the requested service, as well as take all necessary actions to terminate any business relationship with the Payment Recipient, if deemed necessary. The ECC is also authorised (but not required) to request any clarification or information or documentation that it may deem necessary in order to allay this suspicion. The criteria and methods according to which ECC assesses risks of the mentioned misuse represent risk management and ECC protection measures. They are regularly updated and improved in order to protect the stability of operations and security of Payment Recipients, and the ECC is therefore not required to provide the Payment Recipients with such criteria and methods nor to explain them.

**28.8.** ECC reserves the right to refuse to accept cards or to modify any other conditions, whether previously agreed or in the form of a contract in following scenarios:

- (a) If the Payment Recipient is subject to sanctions or violates the Sanctions regulations,
- (b) If a claim/lawsuit has been filed against the Payment Recipient or any related person or an action has been taken, or an investigation or proceeding has been initiated in connection with or for the application of the Sanctions by the Sanctioning Authority,
- (c) If any information on the financial status or other material fact or circumstance provided by the Payment Recipient to the ECC that could affect the Payment Recipient's financial position is incomplete, inaccurate, untrue or not up to date,
- (d) If a claim/lawsuit has been filed against the Payment Recipient, any of its managers, representatives or employees, or any related person or an action has been taken, or an investigation or proceeding has been initiated in connection with or for the application of the Sanctions by the Sanctioning Authority.

**28.9.** In the scenarios listed in the previous two paragraphs, the ECC may, notwithstanding the provisions of the related contract with the Payment Recipient (unless expressly agreed otherwise or otherwise required by coercive regulations) solely at its discretion:

- (a) unilaterally terminate the contractual relationship with the Payment Recipient without prior notice or
- (b) unilaterally terminate the contractual relationship with the Payment Recipient without prior notice and offer to enter into a contract under amended conditions.

**28.10.** The ECC has the right to at any time request additional information and documentation from the Payment Recipient in accordance with internal procedures and policies.

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

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

**28.13.** The ECC is authorized to unilaterally withdraw the acceptance of certain categories and brands of Payment Cards for goods and/or services at the Payment Recipient's Points of Sale specified in the Special Provisions. By doing so, all provisions on cancelled Card categories and brands will be deleted from Special Provisions. The ECC undertakes to notify the Payment Recipient of such change in the same manner and within the same time limit as for other amendments to the Blanket Agreement.

**28.14.** If no Transactions are initiated at the Payment Recipient's Point of Sale within a period of one year, the ECC has the right to terminate the Blanket Agreement without notifying the Payment Recipient.



## **29 Communication and Informing**

**29.1.** In the event of a change in the data, including contact details, the Payment Recipient is required to notify the ECC without delay in writing or by email.

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

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

## **30. Claims and/or Blanket Agreement Transfer**

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

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

## **31. Relevant Law and Legal protection**

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

**31.2.** If the Payment Recipient considers that the ECC has violated its obligations under Title II and / or III of the National Payment System Act, Regulation (EC) No 924/2009, Regulation (EU) No 260/2012 or Regulation (EU) 2015/751, they can submit a written complaint to the ECC. The ECC is required to reply to the complaint within (10) ten days or within another legal period from the day of receipt of the complaint. If the ECC cannot provide its response within prescribed time limit due to reasons beyond ECC's control, the ECC shall send the Payment Recipient a provisional response containing reasons for delay and the deadline for submitting the final complaint response, which shall not be longer than 35 days.

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

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

## **32. Processing of Personal Information**

Information on legal basis, procedures and purposes of personal data processing by 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 Data Processing, which are available at headquarters, on ECC's website and at ESB's branch offices.

## **33. Entering Into Force**

These General Terms and Conditions no. OU-PR-ECC/06-2022/ 01 shall replace the General Terms and Conditions of the Blanket Agreement on the Acceptance of Payment Transactions no. OU-PR-ECC/06-2021/ 01 from June 1<sup>st</sup> 2021, and shall enter into force on June 1<sup>st</sup> 2022, and on May 31<sup>st</sup> 2022 for Blanket Agreements concluded up to and including July 1<sup>st</sup> 2022.