

## General Terms and Conditions

### General Terms and Conditions for the Aircash Wallet Service (“General Terms and Conditions”)

*Please read these General Terms and Conditions carefully. These General Terms and Conditions contain important information about your rights and obligations regarding the Aircash App and the Aircash Wallet and related services. You must accept these General Terms and Conditions in the registration process and in the process of establishing a business relationship, and you are obliged to use the service in accordance with these General Terms and Conditions.*

#### 1 General

1.1 The Aircash Wallet service and related services are provided by the company Aircash d.o.o., Ulica grada Vukovara 271, 10000 Zagreb, OIB: HR99833713101 (hereinafter: “**we**” or the “**Issuer**” or “**Payment service provider**” or “**Aircash**”) which issues electronic money in accordance with the approval of the supervisory body, the Croatian National Bank (“**CNB**”) for issuing electronic money. The Issuer has been entered in the [register](#) of payment institutions and electronic money institutions of the Croatian National Bank and of the European Banking Authority (EBA) under number IEN116.

1.2 The Aircash Wallet is a service provided within the Aircash App (hereinafter referred to as: the “**Aircash App**”), enabling the User to store electronic money and conduct transactions from an electronic money account (hereinafter referred to as the “**Account**”). For the purposes of these General Terms and Conditions, the term “User” denotes a person who has agreed to abide by these General Terms and Conditions and has entered into a business relationship with the Issuer or opened an Account (hereinafter referred to as: the “**User**”).

1.3 These General Terms and Conditions govern all matters related to the Aircash Wallet and related services, i.e. the opening, using and closing the Account, as well as the issuance and redemption of electronic money from the Account. The General Terms and Conditions also constitute an agreement between us as the electronic money Issuer and Account Provider, on the one hand, and the User, on the other (hereinafter referred to as: the “**Agreement**”).

1.4 Contact information of the Issuer:

email: [info@aircash.eu](mailto:info@aircash.eu)

telephone: +385 1 457 3537 / +385 1 457 3538

1.5 The User’s registration and use of the Account is performed exclusively within the Issuer’s Aircash App, where the User confirms that they have read and accept these General Terms and Conditions before using the service. The current version of these General Terms and Conditions is available on our website <https://aircash.eu> (“**Website**”) under “General Terms and Conditions – Aircash Wallet”.

1.6 In cases where the Aircash Wallet is used for A-bon services, certain rights and obligations not regulated by these General Terms and Conditions shall be subject to the General Terms and Conditions for issuing A-bon electronic money (available at: <https://abon.cash/> – Be sure to read these terms and conditions if you intend to use A-bon). In the event of a discrepancy between these General Terms and Conditions and the General Terms and Conditions for issuing A-bon Electronic Money, these General Terms and Conditions shall prevail regarding the rights and obligations associated with the Account.

1.7 Intellectual property rights related to the Aircash App, as well as the entire ICT solution (hereinafter referred to as: the “**Software**”) are the property of the Issuer and/or its suppliers. Any copy, amendment or finalization of the entire or a part of the Software that may be made by a third party, authorised or unauthorised, is also the property of the Issuer and/or its suppliers.

1.8 The Issuer allows the use of the Software only in accordance with these General Terms and Conditions. The Issuer reserves all rights not specifically granted under the General Terms and Conditions. The General Terms and Conditions grant users the right to use the Software, but they do not acquire the ownership rights to the Software or certain parts of the Software. The User may not make such unauthorised copies or use the Software contrary to these General Terms and Conditions.

1.9 In order to use the Aircash Wallet, the User must have a smartphone with Internet access capable of supporting the installation of the latest version of the Aircash App, receiving notifications and SMS messages (this option may be deactivated on the smartphone, and the User is required to activate it to ensure the full functionality of the app), with the ability to operate on either iOS or Android operating systems. The provision of mobile telecommunications services (which may incur charges) is not within the scope of this Agreement. The Issuer shall not be liable for any errors in the operation of the Aircash App that may result from the use of different or inadequate mobile devices and operating systems, nor for any costs associated with mobile telecommunications services.

1.10 The features of the Aircash App and the available services may vary depending on the User's location or area of use. For a current list of features available by country, please refer to the Issuer's website at the following link: <https://aircash.eu/aircash-features/>. Aircash reserves the right to make unilateral changes and for certain features and/or services not to be available in all or certain areas where Aircash provides services.

## **2 The Account**

2.1 The Account is available for use through the Aircash App. The purpose of the Account is to store electronic money, perform payments, send and receive funds, as well as to use the Account in other ways determined by the Issuer. The electronic money stored in the Account constitutes electronic money as defined by the Croatian Electronic Money Act, which may be amended from time to time (hereinafter referred to as: the "Electronic Money Act").

2.2 The rights of the electronic money holder and the right to use the Account are solely vested in the User who has opened the Account.

2.3 The electronic money stored in the Account is valid indefinitely, and the User may dispose of it as long as the Account remains active.

2.4 The Account is in no way a bank account. Users are not entitled to any interest on the electronic money held in the Account. Funds in the Account are not covered by the deposit insurance system governed by regulations on the rights of monetary depositors. By agreeing to these General Terms and Conditions, you acknowledge that the Account is not subject to the Deposit Insurance System Act, as may be amended from time to time, nor to other laws and regulations of the Republic of Croatia and/or other countries and/or European Union legislation governing deposit insurance at credit institutions. Funds in the Account are secured in compliance with the provisions of the Electronic Money Act.

2.5 The Account is denominated in one of the available currencies according to the selected currency or assigned service area. Should the payee or point of withdrawal execute a transaction in a currency other than the Account currency, currency conversion will be carried out in accordance with the rules of the payee or the point of withdrawal, over which the Issuer has no influence nor shall be held liable.

2.6 The User is entitled, within a reasonable period following a submitted request and at least once per month, to receive, at no cost, from the Issuer, all accessible information concerning conducted transactions. This includes the transaction amount in the currency in which the Account is debited or

the currency used in the payment order, the total transaction fees paid by the payer, the date of receipt or transfer, and, if applicable, information concerning the payee, the Account balance, and where applicable, the exchange rate. At any given time, the User has access to the above data within their Aircash App.

### **3 Conditions for Opening and Using an Account**

3.1 By registering to use the Account, the User warrants and confirms that they are of legal age and authorised to do so and that by registering to use the Account, they do not violate regulations and/or other orders of the competent authorities of the state whose laws apply to their rights and obligations. Otherwise, the User is liable for damages that may occur due to unauthorised use of the service.

3.2 When creating the Account within the Aircash App, the Issuer verifies and checks the identity of the User and has the right to request from the User valid identification documents and data, as well as perform additional checks of the User and the Account in accordance with the relevant regulations and internal policies.

3.3 In the identification process for the use of the Aircash Wallet service, the User must submit the appropriate valid photo identification documents issued by the competent authority, which are then accepted by the Issuer. The documents are submitted in the form of a recording as part of the remote identification process by electronic means, which the Issuer conducts directly using the Aircash App. Furthermore, as part of the remote identification process, the Issuer verifies the identity of the User with the submitted identification documents by electronic means.

3.4 By accepting these General Terms and Conditions, the User agrees to participate in the remote identification process by electronic means and agrees that the Issuer creates and preserves recordings made in the remote identification process. The User hereby confirms that they are aware that the procedures for identification and verification of identity are necessary in order to comply with regulations and procedures for the prevention of money laundering and terrorist financing.

3.5 The User undertakes to provide the Issuer with only accurate, valid, and credible data and personal documents in the process of establishing and verifying their identity and confirms that they are aware that any other action is against the law. The User is obliged to notify the Issuer of any change in personal data or change of identification document without delay and, upon request, provide a new identification document for inspection and repeat the identity verification.

3.6 The Issuer has the right at any time, before or during the business relationship, to request additional information and documents from the User, and the User's refusal to provide the requested information constitutes grounds for restricting the ability to use the contracted services and for terminating the procedure for establishing a business relationship, or for an extraordinary termination of this Agreement.

3.7 The User may open only one Account, which must be in the User's name and may be used solely for the User's personal needs. The User may not open an Account under their own name for a third party and/or open an Account that will be used for the needs of a third party. The User is not authorised to transfer the Account to a third party, nor allow a third party to use the Account in any way, and any action contrary to this provision will be considered misuse, whereby the User is liable to the Issuer for all damages, and the Issuer reserves the right to temporarily or permanently block the Account or terminate the Agreement under extraordinary circumstances.

3.8 The User may not use the Account for unlawful purposes, including making transactions and/or paying for goods and/or services that are designated by law as a criminal offence and/or misdemeanour in the territory of the country of which the User is a citizen and/or in which they are located at the time of the transaction and/or towards which the transaction is directed. The User bears all responsibility in case of unlawful use of the Account.

#### **4 Registration, Use and Closing of the Account**

4.1 In order to be able to use the Account service, you must first download the Aircash App and perform the registration procedure in accordance with Art. 3 of these General Terms and Conditions. As part of the registration process, the User must confirm that they have read and that they accept these General Terms and Conditions and thus submits an electronic request for opening an Account and establishing a business relationship.

4.2 During registration, the User will be asked to also select protective security data for opening and using the Aircash App and secure access to the Account. All instructions on how to register shall be displayed within the Aircash App during the registration and verification process of the User's data.

4.3 The business relationship between the User and the Issuer shall be deemed to be established upon confirmation of the received data and successful verification of the User's identity, which enables the full functionality of the Aircash App and use of the Account. The Issuer reserves the right to refuse to carry out the User identity verification procedure and the establishment of a business relationship and/or to limit the functionality of the service to the User based on obligations prescribed by law or on the special circumstances of the case.

4.4 Notwithstanding the fulfilment of the conditions specified in this Article, the Issuer reserves the right at its discretion to refuse to open an Account and enter into agreement with the person who submitted the request to open an account and is not obliged to justify such a decision.

4.5 By installing and using the Aircash App, the User agrees: that the Aircash App accesses mobile device data, phonebook, camera and microphone; that the App uses access to geo-location services on a smartphone; to receive occasional notifications from the Issuer and/or its partners, through the Aircash App, SMS and/or email.

4.6 Within 14 days of the Account opening date, you have the right to close the Account without incurring any fees by contacting the Issuer's customer service ("**Customer Service**") via email or by sending a request to the Issuer's address. However, if electronic money is stored in the Account, you must request the redemption of electronic money in full using one of the methods specified in these General Terms and Conditions and in accordance with the Issuer's instructions. Transactions and fees for transactions undertaken prior to the closing of the Account (including transactions initiated but not completed prior to the closing of the Account) will not be revoked and you are required to settle them.

#### **5 Deposits to the Account**

5.1 After opening the Account, you can deposit money into the Account:

5.1.1 By depositing cash at the Issuer's electronic money distributor through a request placed within the Aircash App.

The list of locations where cash deposits are possible is available in the Aircash App.

The electronic money is issued instantly upon receiving confirmation of a successful transaction at the distributor.

#### 5.1.2 Through direct deposit using a payment card within the Aircash App.

You may only link and use cards with the Account that you are authorised to use; by making a payment card deposit, you guarantee that you are authorised to use the card, otherwise, you are liable for any damages resulting from unauthorised card use.

Upon receiving confirmation of a successful transaction from the service provider accepting card payments, the electronic money amount is instantly issued.

#### 5.1.3 By making a deposit to the Account via a bank account transfer.

When making a payment order for deposits to the Account by bank transfer, the User is responsible for entering the correct and complete payment data displayed to the User in the Aircash application (IBAN, model, and reference number). Without entering all data correctly, the Issuer is not able to issue electronic money in favour of the User's Account.

The placed payment order is executed by the bank where the payer's bank account is maintained and it may take some time for the sum to be visible in the account. The methods and timeframes for executing payment orders depend on the payment service provider of the payer, and the Issuer has no influence over these methods and timeframes. Depending on the payer's payment service provider and the payment system used, under standard service execution in the European Union, funds should be credited to the Issuer's account at the latest on the next business day following the execution of the payment order. The Issuer does not exert control over the procedure, method, and timing of payments carried out by the payer's payment service provider, nor is it responsible for them

For funds that the Issuer receives from the payer's bank by 21:00 (CET), with correct and complete information for payment to the User's Account (model and reference number), paid funds will be approved as electronic money in the User's Account by the end of the day, and no later than the next business day. If the transaction does not contain correct and complete information to be able to make the payment to the User's Account (model and reference number) and the Issuer is unable to identify the User's Account, the Issuer will issue an order to return the funds to the payer's bank account within 10 working days.

The Issuer reserves the right to refuse or delay the issuance of electronic money against received funds if, but not limited to, the User's account lacks authorised statuses (e.g. anti-money laundering and counter-terrorism financing checks, spending limits, temporary or permanent account blocks, etc.). In case funds are not credited as electronic money to the User's Account for justified reasons, such funds will be refunded to the payer within a maximum of 10 business days.

The Issuer reserves the right to charge and deduct from the received amount all bank charges and expenses in connection with the respective payment and return.

5.2 The Issuer sets the initial limits and reserves the right to manage the limits of payments to the Account, and maintains them in accordance with the regulations governing payment transactions, prevention of money laundering and terrorist financing, as well as other relevant regulations and internal policies. The Issuer is under no obligation to explain the management of limits to the User. Related transactions are also monitored, and we reserve the right to make additional checks, calls, and hold the execution of payment transactions to the Account.

5.3 The Issuer monitors the average cash balance on the Account, average transaction values and, when a deviation in the Account balance is noticed, reserves the right to contact the User for additional checks and reserves the right to temporarily block the Account or limit its use until all necessary checks are performed in order to protect users, provide a secure payment system and comply with the law. The Issuer will notify the User about these actions and restrictions in accordance with applicable regulations and depending on the specifics of the situation.

5.4 The Issuer reserves the right to expand the options for replenishing the Account, and will notify the User of any changes through one of the open communication channels in an appropriate manner.

## **6 Redemption**

6.1 The User may at any time request the redemption of electronic money in the Account at face value, in whole or in part if they request redemption before the termination of the contract. Redemption refers to a User's request submitted to the Issuer through one of the methods outlined in this article, seeking the withdrawal of electronic money funds from the Account to the User's bank account or in cash. The Redemption fee is specified in the Fees and may be applied in the following scenarios:

1. If the User terminates the contract before its expiration date;
2. If the User requests redemption before the termination of the contract, except in the case specified in point 1 of this paragraph; or
3. In case of a redemption request occurring after one year has passed since the contract's termination date.

6.2 Redemption outside of the Aircash App can be initiated by the User through a written request sent via email to [info@aircash.eu](mailto:info@aircash.eu) or by submitting a written request to the Issuer's address by registered post. When submitting a written redemption request, the User must provide a copy of a valid official identification document issued by the competent authority, a phone number for contact, and details of the bank account (IBAN, SWIFT) held in the User's name at a credit institution based in a European Economic Area member state. To comply with legal requirements, we reserve the right to ask for further details from the User prior to processing the redemption. Redemption will be processed once all requested information is provided, as well as upon meeting other legal requirements. This type of redemption is independent of the Aircash App status and spending limits, and no fee is charged for it. Nevertheless, it may be subject to limitations due to anti-money laundering and counter-terrorism financing regulations and/or other applicable laws.

6.3 Within the Aircash App, Users have the option to directly request cash redemptions from the Account at authorised points of withdrawal operated by the Issuer's business partners. The list of these points is accessible via the Issuer's website and within the Aircash App (where applicable), contingent upon the following conditions:

6.3.1 The User submits a cash withdrawal request by sending a payment order to the Issuer directly through the Aircash App, whereupon the Issuer verifies the Account balance and status. The request is approved only if there are sufficient funds in the Account to cover the requested amount and associated fees, and if the Account maintains an authorised status (e.g. spending limits). If the order is correctly placed and the conditions regarding the Account status are met, the Issuer immediately sends a notification to the User within the App in the form of a 6-digit code or QR code/barcode, upon receipt of the order. The funds will be available for withdrawal at the distributor's point of sale immediately upon receiving the 6-digit code or QR code/barcode. The User then shows the received code to the staff member at the point of sale of the Issuer's business partner, i.e. the point of withdrawal. Apart from the code, the staff member may ask the User to present their identification document (ID card or passport) and/or additional information as mandated by relevant regulations.

Should you decline to present your identification document upon request from the staff member, the withdrawal will be declined.

6.3.2 A withdrawal transaction initiated by the User using the received QR code/barcode/6-digit code shall be deemed authorised after the code has been presented at the point of withdrawal.

6.3.3 In the event that the distributor does not have cash on hand available in the amount for which the payment is requested, the withdrawal will not be possible. The Issuer shall not be liable if the point of withdrawal does not have cash on hand available in the amount for which the payment is requested, nor does it accept liability for the availability and proper functioning of points of withdrawal.

6.3.4 The Issuer sets initial limits and reserves the right to manage withdrawal limits from the Account, and maintains them in accordance with the regulations governing payment systems, anti-money laundering, counter-terrorism financing, and other relevant regulations. The Issuer is under no obligation to explain the management of limits to the User. Related transactions are also monitored, and we reserve the right to make additional checks, calls, and hold the execution of withdrawal transactions from the Account.

## **7 Making Electronic Money Payments**

7.1 The User can use the electronic money in the Account to make payments in online stores and/or points of sale (“**Stores**”) that accept payment with Aircash electronic money issued by the Issuer. Payment is subject to the terms of the Store for accepting payments, as detailed on the website of said Stores. You may initiate payments only if you have a sufficient balance in the Account to execute the transaction.

7.2 Payments may be restricted depending on the Store, and the status of the Account. The Issuer does not guarantee that the Account will be available as a means of payment for all Stores at all times.

7.3 The User can initiate payment at the Stores accepting payment from the Account:

- a) Online by directly initiating an order from the Aircash App or by selecting the “Aircash payment” option on the Store website; and
- b) At the physical point of sale supporting Aircash electronic money payments by using the payment option from the Aircash app.

7.4 In cases (a) and (b), a payment order will be opened in a certain form to the User within the Aircash App, which the User authorises and thereby gives consent for the execution of the payment transaction and digitally signs the order for the purpose of proving the irrevocability of the payment.

The Issuer executes the payment immediately upon receipt of the correct payment order and if the requirements related to the status of the Account are met, which means that once a transaction has been confirmed, you can no longer cancel the order.

7.5 In case of 7.3(b), the User specifies to the cashier at the point of sale that they will perform payment using the Aircash App, upon which they present the QR code as displayed on their smartphone screen to the cashier, which the cashier then scans. At this point, a pre-filled payment order is generated for the User, which the User authorises in the same manner as under 7.4.

7.6 The Issuer may introduce additional security measures to confirm the payment, to protect the Account from unauthorised transactions. The User must adhere to the security procedures as instructed by the Issuer.

**7.7 Refusal of Payment Orders:** Payment execution will be declined by the Issuer in the following cases:

1. If the execution of the transaction represents a violation of a provision of national or international law, or of an order issued by a competent administrative or judicial authority, or if there is reasonable suspicion that the execution of the transaction will constitute an infringement or criminal offence and/or if the transaction is prohibited on any other grounds;
2. In order to prevent money laundering and terrorist financing and/or if there is suspicion of fraudulent and/or unlawful behaviour;
3. If access credentials and/or security parameters are not provided or if the provided parameters are incomplete;
4. If the Account is blocked and/or limits have been reached; or
5. If there are insufficient funds in the Account to execute the transaction.

7.8 If a transaction is declined, the User will be notified immediately via the Aircash App.

## **8 Non-executed or Irregular Payments**

8.1 If the Issuer, in accordance with the law, is responsible for the execution of a payment transaction initiated by the User as a payer, it is obliged to return to the User without delay the amount of outstanding or irregularly executed payment transaction, and if the User's Account is debited, restore the Account balance as it would have been if there had been no incorrect payment, unless it proves that the payee's payment service provider has received the amount of the given payment transaction.

8.2 The Issuer is not responsible for non-execution or irregular execution of a payment transaction if the payment order is executed in accordance with the unique identifier of the payee specified by the User (e.g. selection of the payee's mobile phone number).

8.3 The User has the right to request a refund of fees collected or deducted from the Account, which are related to a confirmed transaction that was not executed or was executed irregularly.

8.4 The User is obliged to inform the Issuer about the non-execution, irregular execution, or delayed execution of a payment transaction without delay as soon as they became aware of it.

## **9 Third-party Service Providers**

9.1 The User may:

1. Use an account information payment service and, for its execution, Instruct a third-party service provider to access the information in their Account; or
2. Use a payment initiation service and, for its execution, Instruct a third-party service provider to access the information in their Account.

9.2 Any instructions received from a third-party service provider shall be deemed by the Issuer to have been received from the User. The User must not give their security data to a third party.

9.3 The Issuer may refuse a third-party service provider access to the User's Account in the event of suspicion or risk of unauthorised or fraudulent access by that third-party service provider. Before the Issuer does so, it will notify the Account User in the agreed manner before such disabling or immediately after, as soon as it is objectively possible. In both cases, the Issuer will communicate this



to the User in the way it considers most appropriate under the given circumstances. The Issuer will not disclose the reasons to the User if doing so could compromise reasonable security measures or be otherwise unlawful.

9.4 The Issuer may provide a third-party service provider with a specific method of accessing the User's Account. If it does so and if the third-party service provider attempts to access the Account in another way, the Issuer may disable that access.

9.5 If the User believes that the payment was incorrect or unauthorised, it must notify the Issuer as soon as possible, even when the User uses a third-party service provider.

9.6 The issuer reserves the right to implement all security measures, including reliable user authentication, for all Account-related services accessed by the User through third-party service providers.

9.7 The Issuer is not a party to the contractual relationship between third-party service providers and the User and therefore assumes no liability whatsoever for the obligations arising from the contractual relationship between third-party service providers and the User.

## **10 Receiving Payments from Stores**

10.1 Stores may offer the option to make payments to the User's account. The User can start the transaction by selecting the Aircash Wallet payment option on the Store's website, in which case the Store's payment terms apply. As soon as the Store makes the payment, the amount paid will be transferred to the User's Account (minus the Store's fees, if applicable). Payments received from the Store will be displayed in the transaction history in the User's Account along with the date of receipt (payment date), fees charged and, if applicable, the exchange rate used. Each transaction has a unique transaction ID and is displayed in the transaction history. The Issuer does not change the data displayed in the transaction history. You will regularly be able to reconcile incoming payments with your records.

10.2 It will not be possible to receive payments in the following cases:

1. The User's Account is blocked or does not have the required status to allow payments to be received; or
2. The Store is not authorised to make payments to the User's Account.

10.3 If the Store payment request is denied, the User will be notified immediately via the Aircash App.

10.4 Each transaction has a unique transaction ID and is displayed in the transaction history. Please provide this transaction ID when you communicate with us about a particular transaction. Please check your Account balance regularly. Please report any irregularities or clarify any questions you may have through Customer Service as soon as possible.

## **11 Payment of Invoices from the Aircash Wallet**

11.1 The User has the option to pay invoices that have a 2D code with electronic money. Placing a payment order is done by scanning the 2D code on the invoice/payment slip and is enabled according to the IBAN of the service provider based in the EU for countries whose current list can be found at any time on the link <https://aircash.eu/aircash-features/>

11.2 The User undertakes to use this service exclusively for valid and legal payments in accordance with the relevant regulations and these General Terms and Conditions.

**11.3 Execution Timeframes:** The timeframes outlined below apply to valid and authorised orders:

- For orders submitted by 1 p.m. (CET) on a business day, the transaction will be executed on the same business day, with the value date being the same day. For orders submitted after 1 p.m. (CET) on a business day, the transaction will be executed with the value date being the next business day (by the end of that day).

11.4 In the event that the order cannot be executed, the User will receive a notification about this in the Aircash App and the indication of an unsuccessful transaction in the list of transactions. In the event that the payee's payment service provider is unable or refuses to credit to the payee's account, for reasons beyond the control of the Issuer, the returned funds will be automatically credited as electronic money to the User's Account by the end of the day on which they were returned to the Issuer.

11.5 Upon execution of the payment order, the User will receive a payment confirmation in the form of a .pdf document within the Aircash App, which can be downloaded from the Aircash App at their convenience.

11.6 The Issuer charges a fee for using the service of paying invoices from the Aircash Wallet, the amount of which is specified in the Fees. The fee is charged directly and in full from the Account on the day of the transaction, i.e. transaction authorisation, and the available balance on the Account is reduced for the amount of the fee.

## **12 Cash Withdrawals from ATMs Using the Aircash App**

12.1 The Issuer supports the option of withdrawals of electronic money stored in the Account at ATMs or other self-service terminals operated by a service provider under contract with the Issuer. The list of service providers whose ATMs or other self-service terminals allow cash withdrawals is available on the Issuer's website.

12.2 For the service of withdrawing cash from ATMs, the Issuer charges a fee for use in the amount specified in the Fees. The fee is charged directly and in full from the Account on the day of the transaction, i.e. transaction authorisation, and the available balance on the Account is reduced for the amount of the fee.

12.3 The User submits a cash withdrawal request directly to the Issuer through the Aircash App, whereupon the Issuer verifies the Account balance and status. The request is approved only if there are sufficient funds in the Account to cover the requested amount and associated fees, and if the Account maintains an authorised status (e.g. spending limits). If the order is correctly placed and the conditions regarding the Account status are met, the Issuer immediately sends a notification to the User within the App in the form of a 6-digit short-lived code, which the User can enter at an ATM or other self-service device for cash withdrawal. The funds will be available for withdrawal at the distributor's point of sale immediately upon receiving the 6-digit code.

12.4 A withdrawal transaction initiated by the User using the received 6-digit code shall be deemed authorised once the code is entered at the ATM.

12.5 In the event that the ATM does not have sufficient cash available for the requested amount, the withdrawal will not be possible. The issuer shall not be liable in the event that an ATM or cash withdrawal point does not have banknotes in the amount requested by the User, whether due to an excessive amount or an amount that cannot be dispensed due to the lack of banknotes of the

appropriate denomination, and shall not be held liable for the availability and proper functioning of ATMs and self-service terminals.

12.6 The Issuer sets initial limits and reserves the right to manage withdrawal limits from the Account, and maintains them in accordance with regulations governing payment transactions, anti-money laundering, counter-terrorism financing, and other relevant regulations and internal policies. The Issuer is under no obligation to explain the management of limits to the User. Related transactions are also monitored, and we reserve the right to make additional checks, calls, and hold the execution of withdrawal transactions from the Account.

### **13 Payment to a Bank Account**

13.1 The User can use the electronic money stored in the Account to make payments to the bank account whose data they have entered in the Aircash App. Payment to a bank account enabled in favour of recipients in eligible areas <https://aircash.eu/aircash-features/>.

13.2 Within the Aircash App, the User must first enter the IBAN, i.e. the bank account number to which the payment will be made, along with other required payment details. The User then independently initiates the transaction electronically from the mobile App by defining the payment amount within the available limits and confirming the execution of the transaction.

13.3 For payments from the Aircash Wallet to the bank account, the Issuer charges a fee for using this service in the amount defined in the Price List, which is charged directly and in full from the Account on the day of the transaction, i.e. transaction authorisation, and the available balance on the Account is reduced for the amount of the fee.

13.4 **Execution Timeframes:** The timeframes outlined below apply to valid and authorised orders

For orders submitted by 1 p.m. (CET) on a business day, the transaction will be executed on the same business day, with the value date being the same day. For orders submitted after 1 p.m. (CET) on a business day, the transaction will be executed with the value date being the next business day (by the end of that day).

13.5 In the event that the order cannot be executed, the User will receive a notification about this in the Aircash App and the indication of an unsuccessful transaction in the list of transactions. In the event that the payee's payment service provider is unable or refuses to credit to the payee's account, for reasons beyond the control and responsibility of the Issuer, the returned funds will be automatically credited as electronic money to the User's Account by the end of the day on which they were returned to the Issuer.

13.6 The Issuer sets the initial limits and reserves the right to manage payments to the bank account, and maintains them in accordance with regulations governing payment transactions, anti-money laundering, counter-terrorism financing, and other relevant regulations. The Issuer is under no obligation to explain the management of limits to the User. Related transactions are also monitored, and we reserve the right to make additional checks, calls, and hold the execution of payment transactions to bank accounts.

### **14 Account Security Settings**

14.1 It is the User's responsibility to ensure that the data stored in connection with the Account are always accurate and up to date. The User will make changes to the contact information, in particular the email address or mobile number, in the profile section of the Account. The User shall inform the

Issuer in a timely manner of any change in personal data or change in the data of the documents previously provided to the Issuer. The User shall be liable for any damages that may result from the violation of this provision of the General Terms and Conditions.

14.2 The Issuer is authorised to check at any time whether the personal data stored in connection with the User is accurate and up to date, including by requesting the User to submit valid evidence.

14.3 In order to maintain the level of security of the Account, the Issuer is authorised to contact the User by sending an email to the email address registered and stored in the user section or via text messaging or in another way to the stored mobile phone number.

14.4 The User is obliged to ensure that the stored email address as well as the mobile phone number are accessible and under their control and they must immediately download and read every message sent by the Issuer in order to prevent unauthorised use of the Account.

14.5 If the Issuer believes that there is a risk of fraud or a security threat to the User's Account or the security of the Aircash service in general, the Issuer will use the fastest and most secure way to contact the User using the contact details provided by the User, in order to communicate to them what they need to do to help resolve these risks.

14.6 Use of the Account is limited to the amount available in the Account at the time the transaction is confirmed, minus the amount of applicable fees. The Issuer sets initial limits and reserves the right to manage the User's Account limits, and maintains them in accordance with the regulations governing payment systems, anti-money laundering, counter-terrorism financing, and other relevant regulations. The Issuer is under no obligation to explain the management of limits to the User. Related transactions are also monitored, and we reserve the right to make additional checks, calls, and hold the execution of payment transactions.

## **15 User's Responsibility to Safeguard the Confidentiality of Data and Actions to Be Taken in Case of Loss, Theft, or Misuse**

15.1 The User is obliged to protect their mobile phone with the Aircash App and app access information (PIN) from unauthorised use by third parties as they constitute the basis for dual authentication and the ability to use the Account. The User shall be held liable for any damages that may occur due to the lack of due care in connection with the protection of the mobile phone with the Aircash App and PIN number, and for the violation of the provisions of this article and other provisions of the General Terms and Conditions.

15.2 The User's security obligations are at least the following:

- To exercise particular care when protecting access to the mobile device on which the Aircash App is located and access to the Aircash App itself with a confidential password known only to the User;
- To exercise particular care in taking measures to protect assigned or selected personalised security credentials to prevent their loss, theft, misuse, or unauthorised disclosure.

*For example, voluntarily revealing or making available the assigned or selected personalised security credentials to a third party shall be deemed an act contrary to the obligation of due care and in such a case the User shall bear the risk and the resulting damage and shall also be liable for the damage that may be suffered by the Company.*

- Under no circumstances shall the User transmit or otherwise make available personalised security credentials via email, websites, or in any other way, nor shall they open, forward, or

reply to electronic mail messages (emails) or text messages that create the impression that they come from Aircash. The User confirms that they are aware that every email message originating from Aircash will be sent exclusively from the official Aircash email address ending with @aircash.eu and that **Aircash employees will never ask the User to disclose or provide (verbally or in writing) any credentials, including PINs, activation codes, and the like;**

- The User shall not open electronic mail messages (email), attachments or hyperlinks (links) from untrustworthy messages or messages not received from the aircash.eu domain;
- The User shall take into consideration which internet websites are accessed from devices that access the Aircash App, because access to some websites involves an increased risk of infecting computers, mobile, and other devices with malware;
- The User shall not make unauthorised modifications to the Devices used as means of identification/authorisation and/or the mobile device (for example, root, jailbreak);
- In the event that the User has activated the use of Biometric authentication on their Device that they use as a Means of identification/authentication/authorisation, the User shall ensure that at all times only the User's biometric data is stored in the same Device that is used as a Means of identification/authentication/authorisation, because any sign-in through any method of biometric authentication shall be deemed to have been performed by the User, including any orders that may have been completed after signing in using such methods, and the User shall bear full liability for any resulting damages.

15.3 All User and security information for access to the Aircash App, or Account, are confidential to the User and as such should not be disclosed to third parties. Transaction information is automatically synchronised with the User's mobile app, and the Issuer is not responsible for the unauthorised disclosure of such information to third parties and for the theft or loss of the User's mobile phone. In this case, the User is obliged to contact the Issuer's Customer Service immediately, which will then immediately block the User's Account and/or restrict the use of the User's Account. In such cases, the Issuer may enable re-registration and/or identity verification for the use of the Account service to the User at their initiative.

15.4 In the event that the access data or security parameters have been lost, stolen, misused, or used in any other unauthorised way, the User shall contact the Issuer by phone without delay from the moment they were aware or should have been aware (the Customer Service phone number is on the website) or online or via email message (the Issuer's contact address is on the Website) in order to block their account ("Blocking Notice"). Any delay in notifying the Issuer may affect the security of the User's Account and result in the User's liability for any losses if the delay in notifying the Issuer is the result of intent or gross negligence. If the User suspects that someone else has accessed their Account, or if they suspect another misuse, they should contact the police immediately.

15.5 The Issuer does not provide any guarantees regarding the delivery or suitability of any goods or services paid for through the Account. The Issuer is not authorised nor will it participate in negotiations, progress, and/or disputes in business relations between merchants and Users. The Issuer enables electronic money payments and is responsible for ensuring payments are made in compliance with the obligations stipulated by applicable regulations. Users have the right to define the nature of their business relationship, which serves as the basis for the preparation and execution of the transaction. If the User suspects abuse or other unlawful circumstance, they should report to the competent authorities and initiate appropriate procedures. The Issuer is at the disposal of all relevant authorities.

## 16 Fees and Exchange Rates

16.1 All fees charged by the Issuer in connection with the Aircash wallet service are listed on the Issuer's website under the title "Fees".

16.2 The Issuer does not charge fees for opening and activating and maintenance of the Account nor for checking the Account balance.

16.3 If the owner requests a change of the holder of previously issued electronic money at a later date, the Issuer may charge a fee for this service in the amount determined by Fees.

16.4 The Issuer reserves the right to charge a fee for payments made from the Account in favour of specific Stores, in the amount determined by Fees. These fees will be displayed to the User before the payment is confirmed. Stores are entitled to charge a fee for this form of payment, but this is a direct business relationship between the User and the Store and is in no way connected to the fees charged by the Issuer nor is the Issuer responsible for the same.

16.5 If after the entry into force of these General Terms and Conditions, there is any change in the amount or application of certain fees related to the Account, the Issuer shall inform the Users accordingly and in due time.

16.6 The Issuer's exchange rate available on the Issuer's website and directly in the Aircash App during the conversion is applied to the currency conversion of funds performed by the User within the Aircash Wallet. Link: <https://aircash.eu/aircash-currency-exchange-rates/>.

## **17 Account Blockage**

17.1 The Issuer may block the User's Account or otherwise limit its use for reasons related but not limited to the security of the Account or any of its security features or if it justifiably suspects that there has been unauthorised or fraudulent use of the User's Account or that any of the security features of the Aircash account or the Aircash service in general has been compromised, as well as in the event of a violation of any of the provisions of these General Terms and Conditions and/or relevant regulations.

17.2 The User will be informed of any account blocking or usage restrictions when feasible, in compliance with relevant regulations and depending on the circumstances of the case. The issuer is under no obligation to justify the reasons for blocking or restricting the use of the Account if it has reason to believe that doing so could affect the security interests of the Issuer or the User, or impede the enforcement of measures and actions by competent authorities.

## **18 Issuer's Responsibility**

18.1 The Issuer does not guarantee that the Stores will accept payment from the Account or that the Issuer will authorise a specific transaction. This may be due to circumstances on the part of the Issuer's or a third party's system, something beyond the Issuer's reasonable control, or because the Issuer suspects misuse of the Account.

18.2 The Issuer shall not be liable in the event that a Store refuses to accept payment from the Account or the Issuer refuses to approve the transaction, or cancels or suspends the use of the Account to the extent permitted by these General Terms and Conditions and the law.

18.3 Unless otherwise provided by law, the Issuer shall not be liable for any direct or indirect loss or damage the User may suffer as a result of the full or partial use or inability to use the Account, or its use by a third party. The Issuer shall also not be liable for any losses or costs incurred by the User arising from compliance with the legal and regulatory requirements of the Issuer.

18.4 In the event that the User does not use the Account in accordance with these General Terms and Conditions or if the Issuer recognises that the User uses the Account without authorisation, the Issuer shall have the right to charge the User all reasonable expenses incurred by the Issuer for taking actions to stop the User from improper and/or unauthorised and/or unlawful use of the Account and to refund all funds due to the User's activities.

## **19 User's Responsibility**

19.1 The User shall immediately notify the Issuer if they notice that an unauthorised or incomplete payment has been made through their Account and App. Claims and objections related to unauthorised and incomplete payment shall be excluded if the User fails to notify the Issuer within 13 (thirteen) months from the date of incorrect payment.

19.2 In the event that the User has or can reasonably be assumed to have knowledge or suspicion that their Account, mobile phone, access data, or any other security parameter has been lost, stolen, misused, and/or compromised in some other way, the User shall immediately inform the Issuer about the loss or theft of access data, misuse, or unauthorised use of access data and security parameters.

19.3 In the event of an unauthorised payment or payment that was incorrectly made due to our error, the Issuer shall, as soon as possible, refund the amount paid, including any fees. This does not apply to the following situations:

1. If the unauthorised payment is the result of the User's failure to use due care and keep their mobile phone, and/or access data secure, or other misuse or fraudulent behaviour on the part of the User, in which case the User shall remain liable for the total amount of the transactions;
2. If the User fails to notify the Issuer without delay about any loss of mobile phone, and/or access data, or other event that could reasonably be expected to threaten the security of the User's account after the User has become aware of, or is reasonably expected to have become aware of, such an event, in which case the User shall remain liable for all losses until such an event is notified to the Issuer;
3. If the transaction was not authorised, but the User acted fraudulently or compromised the security of the Account intentionally or through negligence, in which case the User shall bear sole liability for all losses;
4. If the User fails to dispute the transaction and/or fails to warn the Issuer about an unauthorised or wrongly executed transaction within 13 (thirteen) months from the day of the transaction; or
5. In other cases as determined by applicable regulations.

19.4 Except in the case of the User's fraudulent conduct, the preceding paragraph shall not apply to transactions performed after the User has notified the Issuer, if the Issuer has not provided the User with adequate means of notification, or if the Issuer should have used strong means of authentication but failed to do so, in which case the Issuer shall be responsible and shall return to the User as soon as possible all amounts relating to the unauthorised transaction.

19.5 Without prejudice to the foregoing, the User undertakes to prioritise data security, and regularly and frequently review the history of Account transactions and contact the Issuer's Customer Service without delay with any questions or concerns.

19.6 In the case of any erroneous or misdirected payments, the Issuer will take reasonable steps, in accordance with the law, to assist the User in seeking and recovering the amounts subject to such payments.

19.7 In accordance with the above, the Issuer is not responsible for any defect in the work of its service and/or for the defect in the work of intermediary services relied on to fulfil its obligations under these General Terms and Conditions, provided that such defect is due to extraordinary and unforeseen circumstances beyond the reasonable control of the Issuer or the control of the intermediary to which it applies.

## **20 Personal Data Protection**

20.1 Within the scope of providing the Aircash Wallet service, the Issuer assumes the role of data controller for personal data processing. User personal data is processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). For further information on data protection, please refer to the document [Information on the Processing of Personal Data](#), accessible via the Issuer's website.

## **21 Duration and Termination of the Agreement**

21.1 The Agreement between the Issuer and the User on the use of the Account is concluded for an indefinite period.

21.2 The User may terminate this Agreement at any time by sending an email to the Issuer or through the Aircash App or by sending a written request to the Issuer's address.

21.3 The Issuer is authorised to terminate the contractual relationship by giving 2 (two) months notice in advance by email to the registered email address provided by the User or by sending a written request to the User's registered address.

21.4 In the event of an important reason, the Issuer may terminate the contractual relationship with the User with immediate effect at any time by sending an email to the email address provided by the User or by sending a written request to the User's registered address, regardless of other provisions (extraordinary termination). Important reasons for terminating the Agreement with immediate effect without notice include, but are not limited to the following situations:

1. The User failed to provide accurate and/or complete information about their identity, or concealed other material facts that would influence the Issuer's decision to establish a business relationship;
2. The User has violated the provisions of these General Terms and Conditions;
3. There is a suspicion that the User has committed a misdemeanour or criminal offence or violated the provisions of regulations in the field of prevention of money laundering and terrorism financing;
4. The User uses the Account in an illegal and/or unlawful manner and/or for illegal and/or unlawful purposes;
5. There is a suspicion of a threat to security interests; or
6. The Issuer is obliged to terminate the contract without notice for legal reasons.

21.5 The moment the Agreement termination takes effect, the User's Account will be blocked. The Issuer shall pay to the User the amount in their Account at the time of blocking, minus any due payments and fees. In the event of termination of the Agreement, the User shall comply with the Redemption provisions. After 6 (six) years from the termination of the Agreement, it will not be possible to request redemption of electronic money from the User's Account.

## **22 Amendments to the General Terms and Conditions**



22.1 The Issuer is authorised to amend these General Terms and Conditions provided that it has notified the User of the intended change at least 2 (two) months before the effective date of the changes.

22.2 The Issuer shall notify the User in writing of the intended amendments of the General Terms and Conditions at least 2 (two) months prior to their entry into force. The notification will be sent to the User's email address as registered in the Account and/or as a written request to the User's registered address.

22.3 Except in the case of a written complaint of the User before the date of entry into force of the amendments to the General Terms and Conditions, it will be considered that the User has agreed to these amendments, which will become an integral part of the Agreement with the User. In case of the amendments to the General Terms and Conditions, if the User does not accept the proposed changes, they have the right to terminate the Agreement without compensation, with the effect of such cancellation on any date before the date of entry into force of the amendments to the General Terms and Conditions. In the communication on changes, the Issuer will warn the User about the consequences of failing to object to the changes and about the right of the User to terminate the Agreement without compensation and notice period.

22.4 Improving the functionality of the service subject to these General Terms and Conditions, introducing a new service or changing the method of payment and/or Stores, which is not of material significance to the rights of the User and/or in favour of the User, will not be considered an amendment to the General Terms and Conditions.

## **23 Transfer of Contractual Obligations**

23.1 The Issuer is authorised to transfer its rights and obligations under the Agreement and these General Terms and Conditions to a third party at any time. Such transfer will not affect the rights of the User.

23.2 The Issuer will notify the User of the intended transfer of the Agreement at least 2 (two) months in advance by email to the email address of the User as registered in the Account. The User may terminate the Agreement with immediate effect prior to the date of the scheduled transfer.

23.3 The User is not authorised to transfer claims against the Issuer to a third party, nor to pledge them, including but not limited to, claims on funds from the Account, unless the Issuer determines otherwise.

## **24 Notifications Sent to Users**

24.1 The Issuer sends notices (including legal and business notices) to the Users through the contact information provided by the User to the Issuer. The User is obliged to inform the Issuer without delay of any changes of address, telephone number, mobile phone number or email address. The User can do this either by changing the information under "My profile" in their Account to or by contacting Customer Service using the official and publicly communicated contact information of the Issuer. The Issuer is not liable for any damages resulting from the User not notifying it of changes in their contact information.

## **25 Dispute Resolution**

25.1 A complaint is any statement of dissatisfaction made to the Issuer by a former or current User in relation to the provision of services that are subject to these General Terms and Conditions as determined by the relevant regulations governing electronic money issuance services and the provision of payment services. Complaints can be filed in one of the following ways:

1. By email: [prigovor@aircash.eu](mailto:prigovor@aircash.eu)
2. By post: Aircash d.o.o., Ulica grada Vukovara 271, Zagreb

25.2 The complaint should contain at least:

1. Personal information of the User;
2. A detailed description of the event/situation or circumstances which caused the dissatisfaction that are the subject of the complaint and proof of grounds for the complaint;
3. Registered address or email address for delivering a response to the complaint

25.3 Aircash does not respond to anonymous complaints or complaints received from unregistered email addresses or addresses not associated with specific Users.

25.4 The Issuer shall, in accordance with the regulations in force, issue to the User an acknowledgment of receipt of the complaint. Queries submitted verbally (by telephone) are not considered complaints and, if possible, are resolved immediately upon receipt. If it is not possible to resolve the complaint immediately after it has been received, upon receipt of the complaint, it shall be submitted to the Issuer's organisational unit responsible for resolving the complaint, depending on the business domain. In the event that the complaint does not contain all the information necessary to act on it, the User/complainant will be asked to supplement it. As a rule, the Issuer shall submit the response to the complaint in the manner in which the complaint was received it or in the manner or the address given by the complainant in the complaint.

25.5 The response to a written complaint is sent in writing. The Issuer shall, in accordance with the applicable regulations, respond to the complaint within 10 (ten) days from the day of receipt of the complaint, and exceptionally if the Issuer is unable to respond within 10 (ten) days from the date of receipt for reasons beyond its control, shall provide the User with a provisional response within this period, stating the reasons for the delay in responding to the complaint and the deadline by which the User will receive a final response, which shall not exceed 35 (thirty-five) days from the date of receipt of the complaint. In the final response to your complaint, we will also inform you of the option to lodge a complaint with the Croatian National Bank (CNB) and the option of submitting a complaint to authorities responsible for alternative dispute resolution.

25.6 The complaint record is kept in electronic form and contains information on the complainant, the content and date of the complaint, any amendments to the complaint, and the date of the response.

25.7 If you believe that we have breached our obligations under Chapter II of the Payment System Act, or Chapter II of the Electronic Money Act, or have acted contrary to Regulation (EU) 2015/751 and/or Article 5, paragraphs 2, 3, and 4 of the Act on the Implementation of EU Regulations Governing Payment Systems, you can lodge a complaint with the CNB as the competent authority. In addition, if you believe, or if any other person with legal interest believes, that we have acted contrary to the provisions of Chapter II and III of the Payment System Act, or Chapter II and VI of the Electronic Money Act, you may lodge a complaint with the Croatian National Bank (CNB) as the competent authority.

25.8 In addition to filing a complaint to the CNB, you can also submit a proposal for alternative consumer dispute resolution. You can submit your proposal to the Mediation Centre of the Croatian Chamber of Economy, Zagreb, Rooseveltov trg 2 (<https://www.hgk.hr/english>). We are obliged to participate in the alternative dispute resolution process initiated in this way.

25.9 Also, if you have entered into an online sales or service agreement with us as a consumer, you have the right to lodge a complaint through the EU's online dispute resolution platform (<https://ec.europa.eu/consumers/odr/>).

25.10 Croatian or English language will be used for communication between the Issuer and the User.

**Entry into Force**

These General Terms and Conditions shall enter into force on 1 September 2024. Upon entry into force of these General Terms and Conditions, the General Terms and Conditions dated 23 February 2023 shall be repealed.

Zagreb, 1 July 2024.

Aircash d.o.o.