

General Terms and Conditions for Aircash Cards

General Terms and Conditions of Business for Aircash Cards

1. General Provisions

1.1 **Aircash d.o.o.**, Ulica grada Vukovara 271, HR-10000 Zagreb, Croatia, OIB (PIN): 99833713101 (hereinafter referred to as: “Aircash”, “we”, or the “Issuer”) is an electronic money institution registered under number IEN116 based on the decision of the Croatian National Bank dated 3 October 2019, decision number 251-020/10-19/BV. The Issuer issues electronic money under the said licence valid throughout the European Economic Area, and is entered in the register of payment institutions and electronic money institutions of the European Banking Authority (EBA): https://euclid.eba.europa.eu/register/pir/view/PSD_EMI/HR_HNB!IEN116

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1.2 Any Aircash Wallet User who wishes to additionally use an Aircash Card (hereinafter referred to as the “Card”, as defined below in the Glossary) for Aircash payments using electronic money, must read and accept these General Terms and Conditions of Business for Aircash Cards (hereinafter: GTC AC) which, in addition to the valid General Terms and Conditions of the Aircash Wallet (hereinafter: GTC AW), additionally regulates the rights and obligations of the Issuer and the User who also uses the Card. These GTC AC shall apply only to Card Users.

1.3 By sending a request for the issuance of the Card or activating the Card purchased at the location of the Aircash partner, it is deemed that you are familiar with this GTC AC and that you have read and accepted them and agree to their application and accept all rights and obligations arising from them.

2. Glossary

2.1 The following terms in these GTC AC shall have the following meanings:

Aircash Mobile Application – A software solution that allows the use of Aircash Wallet services and the Card.

Authorisation – A payment transaction is considered authorised if the Card User has given consent to execute a payment transaction or if the Card User has given consent to execute a series of payment transactions of which that payment transaction is a part.

Dynamic Currency Conversion – (DCC) – A service which, when withdrawing cash or paying for goods and/or services at acceptance points abroad, allows the User, if offered on the screen of the device, to choose the amount of the debit in their domestic currency. The applicable rate for dynamic currency conversion and any associated service charges are displayed on the device screen and in the transaction confirmation.

EFTPOS (Electronic Funds Transfer at Point of Sale) device – An electronic device at the Point of Sale or withdrawal point intended for conducting payment transactions for payment for goods and/or services or cash withdrawals, which, depending on the system, may require the User to authorise the transaction and the Card in a manner determined by the EFTPOS device (no identification, PIN identification, signing a charge slip, or identification using the 3D-Secure service and other methods of Strong Customer Authentication).

Online Point of Sale – A point of sale that sells products and/or provides services on the Internet without the presence of the Card and the User and that accepts the Card as a non-cash means of payment.

Card – A card issued by Aircash to the User on the basis of a Card issuance request submitted via the Aircash mobile application or purchased at the location of an Aircash partner and which has been linked, through the activation process, to the User's Aircash Wallet, which, along with the Aircash mobile application, enables the User to pay with electronic money. The Card allows the User to make direct payments for Aircash goods and/or services using electronic money through an acceptance device or remotely, withdraw cash and use other services at an ATM or other self-service device. The card is an integral part of the Aircash Wallet and allows the User to pay exclusively with the funds available to the User in the Aircash Wallet in the form of electronic money.

User – Within the meaning of these GTC AC, the user of the Aircash Wallet who has successfully activated the Card and accepted these GTC AC with the rights and obligations under the contractual relationship.

Personalised Security Credentials – Personalised features provided by the Issuer to the User for the purposes of authentication and authorisation, which can refer to information on the Card and information associated with the Card, with the said information enabling the identification of the person authorised by the Issuer to use that Card, in particular, each individually or jointly: Card User name and surname, Card number, the control number printed on the back or front of the Card, Card expiration date, PIN, the Card User's signature on the Card, and other credentials depending on the channel of use and/or payment instrument.

Card PIN (Personal Identification Number) – A personal secret identification number used to identify the User and/or authorise payment transactions (hereinafter referred to as: PIN). A PIN is unequivocal proof of the identity of a User who has performed a particular transaction using a PIN whose terms and conditions require such verification. It should be noted that the Card PIN is unique and is linked exclusively to the Card and differs from the PIN used to access the Aircash Wallet mobile application.

Strong Customer Authentication (SCA) – Authentication based on the use of two or more elements that belong to the category of knowledge (something that only the User knows), possession (something that only the User possesses) and properties (something that the User is) that are independent of each other, in accordance with the Payment System Act and Directive (EU) 2015/2366.

Objection to Business – Statement of dissatisfaction of the User in connection with the service, who considers that their right has been violated in their business relationship with the Issuer, and includes an objection to Card transactions.

Point of Sale – A location where business entities and natural persons accept the Card as a non-cash means of payment when selling goods and/or services.

Replacement Card – A card issued as a replacement for a lost, stolen or damaged Card or in the event of a change in the name and/or surname of the User.

3D-Secure – A service intended for secure payment for goods and/or services at online points of sale based on the 3-D Secure protocol.

3. Card Issuance

3.1 The issuance or activation of the Card may be requested by any adult User, a natural person who:

- has successfully completed the process of establishing and verifying the identity of the User carried out by the Issuer and has an established business relationship with the Issuer for the Aircash Wallet service, and has
- accepted these GTC AC.

3.2 As part of the procedure of establishing and verifying the identity of the User, the Issuer may request from the User, in addition to the prescribed documents, additional documents establishing personal data, as well as request other verifications to meet legal obligations, including obligations provided by regulations relating to money laundering and terrorism financing.

3.3 Irrespective of meeting the prescribed conditions for issuing/activating the Card, the Issuer reserves the right to refuse to issue or activate the Card to the User at its discretion and is not obliged to provide explanations or any other information on the reason for refusal and holds no liability to the User in this regard.

3.4 The Issuer reserves the right to manage Card issuance requests in accordance with business decisions and risks. The maximum number of Cards issued per User account shall be set by the Issuer.

3.5 Processing and storage of personal data is performed 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), as it may be amended from time to time, and other regulations. More information on the processing and storage of personal data can be found in the document "Information on the Protection of Personal Data" on the Issuer's website.

3.6 In the territory of individual EU and EEA Member States, Aircash presents the User with one or multiple options for obtaining a Card, as described below. A User who meets the conditions specified in this article may:

- Buy the Card at the Point of Sale of an Aircash partner and activate it in the Aircash application. The price of the card at the Point of Sale is not an issuance fee. The recommended price of the Card at the partner's Point of Sale is specified in Fees, but the price may depend on the individual Point of Sale.
- Request the issuance and delivery of the Card through the Aircash application if such functionality is available. The User may, at any time until the delivery of the Card, withdraw from the request for the issuance of the Card, with the obligation to reimburse the Issuer for all costs of issuing the Card, and accepts that the fees charged for this purpose will not be refunded. In the event that the Issuer charges a fee for issuing the Card, the fee will be specified in the Fees section.

3.7 All fees and expenses related to the issuance and use of the Card are listed on the Issuer's website: <https://aircash.eu/naknade/>.

3.8 Payment of fees is made immediately in the Aircash mobile application by deducting the corresponding amount from the electronic money in the User's Aircash Wallet.

3.9 The issued Card is owned by the Issuer and is not transferable to another User.

3.10 Purchased or delivered cards are not activated. The User activates the Card in the Aircash mobile application, where they can view and change the Card PIN.

3.11 The User is obliged to activate the inactivated Card in the Aircash mobile application and/or, in the case of a co-branding Card, the process determined by the co-branding partner, adhering to all security procedures and standards set by the Issuer.

3.12 The Card is deemed to have been issued at the moment of its successful activation in the Aircash mobile application.

3.13 The Card User can start using the Card after it has been activated.

4. Card Expiration Date

4.1 The Card's expiration date is specified on the Card itself, and the Card is valid until the last day of the month indicated on the Card. After the Card expires, the User must activate a new Card if they want to continue using that functionality of the Aircash Wallet.

4.2 The Issuer reserves the right to independently, according to its business decision, issue a new Card with the same or better conditions and functionalities but with a different name even before the expiration of the existing Card, due to, e.g. improvement of the Card's security mechanisms, implementation of new technologies or security standards of the card business, and in other cases due to business reasons. In that case, the existing Card shall be valid until a specified date, which the Issuer will communicate to the User, and on which date it will be replaced by the new Card.

4.3 After the expiration of the Card, the User may not continue to use the Card for any purpose and must destroy it by cutting through the magnetic strip on the back and the chip.

5. Spending Limits

5.1 The Issuer sets and manages daily and monthly spending limits for the Card for various types of transactions.

5.2 In the event that, due to the rules enforced by card issuing companies related to transaction processing and/or delayed transactions, the User's account is debited for an amount that is higher than the available amount of electronic money in the Aircash Wallet and the User owes the Issuer the difference, the User shall settle the difference in relation to the balance of the Aircash Wallet for the same amount immediately upon learning of it and/or receiving the notification. Should the User fail to do so within 14 (fourteen) calendar days from the occurrence of the debt, the Issuer reserves the right to collect by other means. The Issuer reserves this right even after the termination of the use of the Card, i.e. after the termination of the Agreement.

5.3 The Card can be used for transactions up to the value of the funds available in the Aircash Wallet within the specified daily and monthly limits set per Card.

5.4 The Issuer sets and manages spending limits in the form of the volume and the number of transactions that can be carried out.

5.5 The User can access and review the basic limits within the Aircash mobile application as part of the management function of the specific Card, and the limits can be changed to a lower or higher amount at the request of the User, with the consent of the Issuer.

5.6 The Issuer reserves the right, in accordance with risk assessment and business decisions, not to raise limits above the basic limits, and to revoke approved limits.

5.7 Apart from the daily and monthly limits, there is no option to contract additional spending limits when using the Card at the request of the User.

6. Use of the Card and the Obligation to Keep Credentials Confidential

6.1 The Card is an instrument that allows transactions to be made with funds stored in the Aircash Wallet. Limits for Card transactions may be lower than the total available balance in the Aircash Wallet, in accordance with the provisions of Article 5 of these GTC AC.

6.2 In case of misuse, the User is liable to the Issuer for damages, and the Issuer has the right to terminate the agreement with the User, block the Card and/or deny further use of the Card and/or Aircash Wallet.

6.3 The User may not use the Card for illegal purposes, including payment for goods and/or services that are prohibited by law in the territory of the country in which the User is located at the time of the transaction and/or the country in which the merchant they are paying has its registered office. The User shall bear full responsibility for any illegal payments made using the Card.

6.4 The Card can be used for non-cash payments when paying for goods and/or services at points of sale with the Mastercard card acceptance mark, for cash withdrawals at ATMs and withdrawal points in the Republic of Croatia and abroad marked with Mastercard card acceptance, and for other benefits provided to its Users.

6.5 During payments, the User must always keep the Card in their view; failure to do so is at their own risk, and they shall be held liable for any misuse of the Card.

6.6 The card is issued with the option for contactless payment. If the User does not want to use the Card with its contactless payment function, they can request the cancellation of the contactless payment function by submitting a request in writing. By cancelling the contactless payment function, the User will continue to use the issued Card even though the contactless payment mark is present/printed on it. When using a Card with the contactless payment mark for which the User has cancelled the contactless payment function, the User chooses to use the Card only at the contact points, i.e. by inserting or swiping the Card on the EFTPOS device, of which he undertakes to inform the Point of Sale. The User may submit a request in writing to have the option of contactless payment re-enabled, whereby the Issuer may also refuse such a request without informing the User of the reasons.

6.7 For remote transactions, i.e. transactions without the Card present, the User shall perform such transactions at their own risk and with increased care.

6.8 The card can be used at online points of sale by having the card information stored for future payments. In that case, the username and password for logging in to the online point of sale are sensitive information, to the same extent as the Card details and the PIN, and are subject to the same level of confidentiality.

6.9 The User uses the Card at ATMs at their own risk. If a Card is retained by a bank-owned ATM, either in the country or abroad, the Card shall not be returned to the User and shall instead be cancelled as lost after the loss is reported. Any costs related to issuing a new Card shall be borne by the User. In the event of any use of the Card contrary to the usual purpose or provisions of these GTC AC, laws and/or other regulations, as well as when there is a suspicion of misuse, the Issuer may prevent further use of the Card.

6.10 The User shall exercise increased caution to protect the Card and its security features and shall also take every reasonable precaution to protect them, and when using the Card, the User shall adhere to all the following rules:

- **The User must keep the Card's PIN and all information indicated on the Card confidential, such as its number, expiration date, and the three-digit control number printed on the back, and the PIN must never be communicated to other persons,** including the Issuer, its employees, the police, judicial authorities, and online Points of Sale;
- The Card PIN must not be written on the Card or other documents or media or on a computer, mobile or other electronic device;
- The Card PIN must be remembered, noting that the PIN is available for inspection in the Aircash mobile application;
- The User must ensure that all activities involving the Card at the Point of Sale are carried out in their presence and under their supervision;
- When paying for goods and/or services at Points of Sale, the User must receive a confirmation of the transaction; if the seller fails to issue it, the User has the right and is obliged to request it;
- The User is obliged to check the transaction amount indicated on the confirmation immediately upon receipt of the confirmation of the executed transaction;
- In case of non-execution of the transaction or unsuccessful authorisation of the payment transaction, the User must receive a confirmation of the unexecuted transaction or a confirmation of unsuccessful authorisation from the Point of Sale; if the seller fails to issue it, the User has the right and is obliged to request it;
- The User is obliged to keep all confirmation receipts for executed authorised, unauthorised or unexecuted transactions;
- In the case of paying for goods and/or services online, the User must avoid paying through unverified websites and ensure that payment is made exclusively through a computer that has adequate protection against computer viruses or other malicious programs;
- Before entering the Card information, the User must check the authenticity and security features of the website of the Point of Sale where they intend to use the Card;
- The Card's security features shall not be disclosed or made available by the User to other persons, nor may the User store the Card information for future payments in the user profiles of other persons;
- The User shall not provide their personal information and/or Card information in phone conversations with unknown or unverified persons nor in replies to unverified messages sent via e-mail, social media, or other messaging apps;
- The User must ensure the confidentiality of and prevent other persons from gaining access to passwords, codes, or other agreed registration or access procedures for performing Card transactions on online services (e.g. Google/Apple Store, Amazon, Paypal, etc.);
- The User must ensure the confidentiality of and prevent other persons from gaining access to PINs, codes, and/or biometrics used to access their mobile device and the Aircash mobile application; and
- The User must regularly monitor the transactions made using the Card as well as the balance of the corresponding Aircash Wallet.

6.11 The Issuer shall bear no liability for any damage caused if the User discloses or makes available to another person the password of the mobile device on which the Aircash mobile application is installed, the PIN used to access the Aircash mobile application, the Card and/or any of the Card's security features, nor in the event that if, in the case of using biometric features to access the Aircash mobile application, the User allows another person to save their features (e.g. fingerprint or face scan) on their phone.

7. Authorisation of Payment Transactions Using the Card

7.1 A payment transaction initiated by the User using the Card shall be considered authorised if the User has given consent for the execution of the payment transaction, or a series of payment transactions of which this payment transaction is a part, in one of the following ways and depending on the place where the Card was accepted:

- By holding over or inserting and/or swiping the Card at the Point of Sale with the aim of purchasing goods and/or services and by entering the PIN in the EFTPOS device, or by signing the charge slip generated from the EFTPOS device;
- By holding over or inserting and/or swiping the Card at the withdrawal point with the aim of withdrawing cash and by entering the PIN in the EFTPOS device at the withdrawal point, or by signing the slip confirming the cash withdrawal transaction generated by the EFTPOS device at the withdrawal point, or by holding or inserting the Card into the ATM and entering the PIN into the ATM;
- In the case of catalogue or phone sales and on online points of sale, by entering and/or providing Card information or personalised security credentials, as required by the Point of Sale;
- By entering Card information, including personalised security credentials, required at the online point of sale, or by entering the username and/or password which were used to register the User's Card or add it as a means of payment for making purchases at the online point of sale;
- By entering Card information, including personalised security credentials, required at the online point of sale, and by accepting the confirmation on a mobile device within the Aircash mobile application, which can generate a push notification for this purpose at online points of sale that support the 3D-Secure service;
- By inserting or holding the Card over the self-service device or handling the Card in the manner in which the self-service device conditions authorisation (in case of contactless Card payment, toll payment and in other similar cases when the payment transaction is not authorised in one of the ways described above);
- By entering into an agreement on debiting the Card.

7.2 For contactless payments, the limits of transaction amounts up to which payments can be made without authorisation by signature or PIN are prescribed by law. These limits may vary in different markets or countries. For security reasons, it is sometimes necessary to authorise transactions with a contactless Card below the prescribed limit with a PIN or signature, which confirms that the Card is in the possession of its authorised User. The requirement to enter a PIN or provide a signature for a specific contactless transaction below the limit may also be prescribed by the parameters determined by the Issuer or point of sale, which are set according to the amount and number of previously made contactless transactions, in accordance with legal regulations and risks.

7.3 Existing regulations and rules applicable to payment card schemes allow certain transactions on POS devices or online to be carried out without Strong Customer Authentication in accordance with the criteria stipulated by the regulations in force. In cases where not applying or not requiring the application of Strong Customer Authentication is permitted based on prescribed criteria, the mere fact that it is not required or enforced does not in itself mean that the transaction is not authorised in the agreed-upon manner. In these cases, the User will not be required to enter the PIN or confirm the transaction using the Aircash mobile application, and the Card User consents to the execution of the transaction by the very act of using the Card.

7.4 A payment transaction given in one of the agreed-upon ways cannot be revoked, except in exceptional cases, in the event of an agreement between the User and/or the Issuer and/or a Point of Sale.

7.5 The use of Strong Customer Authentication is considered the exclusive and unequivocal confirmation of the identity of the Card User when using the Card.

7.6 Electronic data on the payment transaction received by the Issuer from the Point of Sale represent a payment order. The time of receipt of the payment order is any moment in which the Issuer receives electronic data on the payment transaction from the Point of Sale. Immediately upon receipt of the payment order, the Issuer will reduce the available balance in the Card User's account by the amount of the payment transaction initiated by the use of the Card or Card information.

7.7 By giving consent for the execution of the transaction, the User assumes the obligation to pay all expenses attributable to the issued Cards, regardless of the date when the transaction was processed and recorded, which the Issuer has no influence over.

7.8 The User is obliged to retain the original copy of the user receipt (slip), i.e. the confirmation of non-execution of the payment transaction it receives from the Point of Sale, which the User is obliged to present to the Issuer in case of complaint. The Card User is obliged to check the amount of the payment transaction indicated on the slip immediately after the execution of the payment transaction. In the event that a particular Point of Sale where the payment service provider of the payee, due to the speed of transactions or technological prerequisites, and up to the transaction amount prescribed by the card payment scheme, has defined that a slip is not issued automatically, for example, for contactless payments, toll payments, etc., the Card User may request the issuance of a confirmation of the completed payment transaction at the acceptance point.

7.9 Transactions are carried out according to the rules of card companies, and depending on the amount of the transaction, authorisation is carried out by holding the Card over or inserting it into a payment device or ATM. The device may ask for transaction authorisation by entering a PIN.

7.10 Remote transactions are performed using the data from the Card, whereby the User can be authenticated via the Aircash mobile application.

7.11 The Issuer has the right to restrict the use of Cards at specific Points of Sale based on risk assessment, regulatory or legal obligations, and when there are security reasons or if other circumstances of the case justify such a decision.

7.12 The Issuer reserves the right to manage the Card's functionalities.

7.13 The User agrees that in exceptional cases, the Issuer may, without requesting special permission, debit or credit the account on the basis of an erroneous transaction in order to correct an obvious business mistake which resulted in an unfounded crediting or debiting of the User's account.

7.14 At any time, the User can request a clarification or verification for a registered debit or payment by Card in the Aircash Wallet.

7.15 The User must return any funds that were credited to their Aircash Wallet without a legal basis.

8. Terms of Payment

8.1 The Card withdraws funds directly from the User's Aircash Wallet, and payment transactions made with the Card reduce the available balance in the User's Aircash Wallet immediately after execution. In the event that there are insufficient funds available in the User's Aircash Wallet to execute the payment transaction, the transaction will be rejected.

8.2 Recurring payments: The User can choose to use recurring payments if the Online Point of Sale offers such an option. The payment amount and frequency will be determined by the Point of Sale.

8.3 The Issuer is not a party to the agreement on recurring payments between the User and the Point of Sale; such payments shall be governed by the terms and conditions of the Point of Sale. The Issuer may not cancel or modify such payments. Any requests to modify or cancel recurring payments should be made directly to the Point of Sale.

8.4 If the final amount of the payment transaction is not known at the time when the Card User consents to the execution of the transaction, the Issuer will reduce the available balance by the amount for which consent was given, and upon completion of the transaction, the Issuer will correct the amount debited from the User's Aircash Wallet in accordance with the received financial data of the transaction.

8.5 The Issuer shall not be responsible for providing sufficient funds in the Aircash Wallet for the execution of transactions for which consent was given and is under no obligation to notify the User if there is a possibility of the User incurring debts towards the Issuer with respect to the Aircash Wallet. If the User's Aircash Wallet balance resulting from the processing of transactions authorised by the Card is lower than the amount of the debit, the conditions stated in section 5 shall apply.

8.6 In the event of a suspicion of fraudulent behaviour by the User or other circumstances that may result in the User incurring a debt to the Issuer related to the Aircash Wallet, whether in a known or unknown amount, where there is a risk of inability to collect by the Issuer, the User by accepting these GTC AC expressly and irrevocably agrees that the Issuer has the right to keep funds in the User's Aircash Wallet blocked for the purpose of collecting such claims within a reasonable period that will ensure the collection. After the expiration of this period, the User may use or redeem the remaining portion of the funds in accordance with the GTC AW.

8.7 The Issuer reserves the right to decline any transaction at its sole discretion. The Issuer shall bear no responsibility in the event that the Point of Sale refuses to accept the Card or if, due to incorrect use of the EFTPOS device or technical problems with the device, it is not possible to carry out the transaction at the request of the User, or if the Issuer does not approve the transaction or cancels or suspends the use of the Card in accordance with these GTC AC.

9. Fees, Costs and Exchange Rates

9.1 All fees described below are charged from the User's available funds in the Aircash Wallet, and the User is obliged to ensure sufficient funds in the Aircash Wallet. In the event that certain fees cannot be charged, it is possible that the Card will not be issued, renewed, or will not have all the functionalities available. Should a fee cause a negative account balance in the Aircash Wallet, the fee shall be settled from the first next payment to the Aircash Wallet.

9.2 Fees and costs are charged according to the Price List published at <https://aircash.eu/en/fees/>, which is an integral part of these GTC AC.

9.3 The Issuer shall charge the cost of issuing the Card in the amount set out in the Price List valid on the day the Card issuance request is submitted.

9.4 The User may, upon written request, request the issuance of a Replacement Card for a damaged Card or, in the event of a change in the name and/or surname of the User, if the name has been printed on the Card. The cost of issuing a Replacement Card is stated in the Price List.

9.5 The monthly fee for using the Card is charged in accordance with the Price List from the available funds in the Aircash Wallet to which the Card is linked.

9.6 For cash withdrawal transactions at ATMs and EFTPOS devices, the Issuer charges a cash withdrawal fee that reduces the available balance in the Aircash Wallet and is charged in full on the day the transaction is executed or authorised.

9.7 Other types of transactions may be subject to fees, which are transparently stated in the Price List.

9.8 Card payments withdraw funds directly from the User's Aircash Wallet. In the event that there are insufficient funds in the Aircash Wallet to withdraw the requested amount of cash or to carry out the transaction plus the fee, the transaction cannot be carried out.

9.9 For cash withdrawal transactions at ATMs and payment transactions for goods and/or services at Points of Sale abroad, foreign banks may offer the Card User a Dynamic currency conversion service and the selection of the transaction debit amount in the domicile currency. The amount of the applicable exchange rate and/or fee charged to the User is determined by the foreign bank and will be displayed on the screen of the device before the transaction; therefore, the Issuer shall not assume responsibility for the exchange rate and/or fees charged when using this service.

9.10 In the event that the User accepts the Dynamic Currency Conversion service, the amount of the applicable exchange rate and/or the charged fee will be printed on the confirmation of the successfully completed transaction by the foreign bank. The Dynamic currency conversion service may be less favourable for the Card User than choosing the debit option in the currency of the country where the Card is used.

9.11 The User acknowledges and agrees to bear responsibility for all conditions accepted at the ATM and/or EFTPOS terminal when using the Card, which are not defined in these GTC AC.

9.12 In the case of a payment transaction made with the Card in a currency other than the Card's billing currency, depending on the currency of the transaction made in foreign currency, the Issuer shall convert the transaction according to the rules on conversion and according to the exchange rate valid at the time the payment transaction is sent, i.e. the transaction is processed in its system. Further conversion into the Card currency is carried out in accordance with the exchange rate applicable on the day of transaction accounting, and consequently, the debit amount of the User's Aircash Wallet account is recalculated. The exchange rate is available on the following website: <https://www.mastercard.us/en-us/personal/get-support/convert-currency.html>.

9.13 Due to multiple changes in the exchange rates of international systems during the day, the rates for transactions performed during the same day may be different.

9.14 The Issuer shall collect any claims it has against the User related to exchange rate differences when using the Card for payment of goods and/or services abroad or arising from debiting unauthorised transactions, including fees, in one of the following ways:

- The User's Aircash Wallet will be charged for the amount of the claim, to which the User expressly and irrevocably agrees by accepting these GTC AC;
- The amount of the claim will be collected during the first subsequent payment of funds to the Aircash Wallet, to which the User expressly and irrevocably agrees by accepting these GTC AC.

9.15 The Issuer shall perform currency conversion according to the exchange rate from Article 9.12 on the date of conversion unless otherwise specified by special terms.

10. Safeguarding Measures

10.1 In the Aircash mobile application, as part of the Card management function, the User can temporarily block the Card and later unblock it. The User can also request a permanent block in writing, after which the use of the Card is no longer possible.

10.2 The User is obliged to inform the Issuer without delay about the disappearance (loss or theft), misuse and non-receipt of the Card or any suspicion that unauthorised persons have gained access to Card information, including the PIN. In addition to notifying the Issuer, the User is obliged to disable the use of the Card in the Aircash mobile application until the situation is resolved. The stolen Card, in addition to the physical theft of the Card, also implies the possibility of theft and misuse of Card data.

10.3 The User must report these facts without delay by phone to +385 1 457 3537 or +385 1 457 3538 or by e-mail to info@aircash.eu. Upon receipt of the report, the Issuer will temporarily or permanently block the Card and prevent its further use.

10.4 Based on a report that the Card was lost or stolen and after it is permanently blocked, the User is instructed to link a new Card. The cost of purchasing, i.e. issuing the Card, shall be borne by the User. The Issuer may reimburse the cost of a new card at its discretion in certain situations. In the event that the User finds the Card after reporting it lost and after it is permanently blocked, the User may not use it but must destroy it by cutting through the chip and the magnetic strip.

10.5 The costs incurred by the invalid Card shall be fully borne by the User.

10.6 The Issuer is authorised to block the Card and/or disable its use based on the User's request or if the User reports the loss, theft and/or misuse of the Card, and in the following cases also without the User reporting or submitting a request:

- If the User acts contrary to these GTC AC;
- If they repeatedly enter the wrong PIN at the physical Point of Sale or incorrect Card information when paying online;
- Upon the Issuer learning about the death of the User;
- If the event of security-related concerns regarding the Card;
- In the event of suspicion of unauthorised use or use of the Card with the intention of fraud or misuse.

10.7 Based on a conscientious assessment of all circumstances, the Issuer determines whether any of the conditions from the previous paragraph for the temporary or permanent blocking of the Card have been met.

10.8 The Issuer may temporarily or permanently restrict or disable the use of certain or all functions of the Card by blocking it if the conditions for this are met.

10.9 The Issuer will notify the User in writing to the registered e-mail address about the reasons for blocking the Card as soon as possible, in any case, immediately after blocking the Card. The Issuer is not obliged to notify the User about the blocking of the Card and the reasons behind it if giving such notice is contrary to objectively justified security reasons or is contrary to law. The Issuer is under no obligation to inform the User about the Card being disabled, including when the User repeatedly enters the wrong PIN or incorrect Card information when making payments online.

10.10 The Issuer shall, immediately after the reasons for the temporary Card blocking cease, at the User's request, unblock the Card and/or issue a new Card with new security features to the User, and if the Card is blocked without prior report or User's request, the Issuer shall unblock it immediately after the reasons for its blocking cease to exist.

10.11 To safeguard the User's property interests, the Issuer reserves the right to restrict Card usage in specific countries and at specific Points of Sale in the country and abroad, or at certain Online Points of Sale when, in the Issuer's professional judgment, the necessary security standards in card transactions are not ensured and when there is an increased risk of fraud or criminal activity in the field of prevention of money laundering and terrorist financing, whereby these reasons are not the sole grounds for the Issuer to exercise this right.

10.12 The action of blocking the Card or declining to carry out a transaction may also be carried out automatically by the Issuer's ICT security system when the system detects a potential threat and/or risky transactions made with the Card. In the event that the described situation occurs when attempting to execute a transaction, the User may contact customer support, which will carry out the necessary identification and verification measures and assist in carrying out the transaction.

10.13 When the Card is blocked, the User shall not cease to be liable for the transactions made during the use of the Card prior to the blocking.

11. Co-branding

11.1 In the event that the User requested the Card through a company with which the Issuer has cooperation (co-branding partner), such a Card will be issued with the name of that company or other commercial name.

11.2 By accepting these GTC AC, the User agrees:

- That the co-branding partner may require acceptance of its general terms and conditions governing the use of the Card, i.e. where certain restrictions may be imposed or special functionalities may be added;
- That the co-branding partner has the right to review the balance in the Aircash Wallet with the aim of enabling other functionalities and exercising the rights granted to the User by the co-branding partner;
- That the co-branding partner may request unilateral termination of this agreement regulated by the GTC AC and cancellation/blocking of the User's Card, whereby the Issuer shall act immediately upon the order of the co-branding partner without the need to notify the User in advance;
- To the Fees related to the co-branding Card published in the Price List;
- That in case of any changes in the cooperation of the Issuer with the co-branding partner, the Issuer will inform only the Users of the specific co-branding programme.

12. Complaints and Objections, Alternative Dispute Resolution and Liability

12.1 The User is obliged without delay, and no later than 13 (thirteen) months from the date the Card is debited, to notify the Issuer about any unauthorised transactions or about any transactions that were not executed or were improperly executed; failure to do so will result in the User forfeiting the right to compensation and other associated rights in accordance with applicable regulations and these GTC AC.

12.2 In the event of an unauthorised payment transaction resulting from the use of a lost or stolen Card or other misuse of the Card, the User shall bear the costs and damages incurred by such use of the Card until the Card is disabled in the Aircash mobile application and the Issuer is notified. The User's liability shall extend to the amount provided by law in the User's country of residence, except in specific cases provided by law, on the basis of which the User shall bear full liability for such transactions.

12.3 Submitting a complaint about an expense paid by the Card shall not exempt the User from the obligation to pay such an expense.

12.4 In the event of the User's complaint due to an incorrectly executed or unauthorised payment transaction, the Issuer shall immediately refund the amount of the payment transaction to the User no later than the end of the first business day after receiving the complaint unless the Issuer suspects fraud on the part of the Card User, of which it will notify the Croatian National Bank. In such instances, the Issuer will conduct an investigation to assess the validity of the complaint; if the complaint is justified, the Issuer will act in accordance with the User's request and legal provisions or refund the transaction amount; if the complaint is found to be unjustified, the Issuer will provide reasons for rejecting the refund.

12.5 The User agrees that the Issuer is authorised to submit for expert analysis the confirmation of the executed authorised, or unexecuted, or unauthorised transaction to verify the validity of the objection/complaint.

12.6 In the event of disputing an orderly execution of a payment transaction for reasons arising from the contractual relationship of the User with the point of sale, such a situation must be resolved directly with the point of sale.

12.7 In the case of other complaints, the Issuer will investigate the validity of the complaint, and in the case of a valid complaint, the Issuer will act in accordance with the User's request and legal provisions, i.e. execute the requested transaction or refund the amount of the incorrectly executed transaction.

12.8 In any case in which the Issuer's liability for non-execution and/or irregular execution and/or late execution of a payment transaction and/or execution of an unauthorised payment transaction would be determined, the User will be refunded without delay the amount of unexecuted, irregularly executed, late or unauthorised payment transaction, including and fees charged to which the User is entitled.

12.9 In the event that the Issuer refunds the amount of the irregularly executed transaction, and during the resolution of the complaint, the User's responsibility for the transaction that was the subject of the complaint is determined, the User agrees that the Issuer subsequently charges his Card for the amount of the transaction. The consent of the User from this point shall be valid until the final resolution of the written complaint, i.e. until the day of subsequent debiting of the User's Card.

12.10 The User shall bear full responsibility for all consequences of any misuse of the Card in the event that they have acted fraudulently or if they intentionally or through gross negligence failed to fulfil the obligations provided for in these GTC AC with regard to informing the Issuer without delay in the event of loss, theft, misuse or unauthorised use of the Card, the agreed manner of using the Card and the measures that the User must ensure when using the Card.

12.11 The User irrevocably agrees that the Issuer may, in this case, charge the Card for any costs incurred in the process of proving the User's liability.

12.12 The User shall resolve all complaints regarding the quality of goods and/or services paid for with the Card exclusively with the Point of Sale.

12.13 The Card User independently enters into contracts with electronic payment services, agreeing on the type, method, and conditions of using the services of transferring and receiving funds and/or making purchases from the contracted web partners of the above services. The Issuer does not have a

direct business relationship with the providers of these services, but only enables the operation of the Cards it issues on the systems of the aforementioned services. For that reason, the User of the service shall resolve all issues related to registration, restrictions on the use of individual services, or complaints regarding the services provided directly with the service. The Issuer shall bear no liability for the conditions of use of the services that the User has contracted with the service, nor for the fees that result from it.

12.14 With regard to products and/or services purchased with the Card, the Issuer shall bear no liability for the terms and conditions of sale of products or provision of services, for the quality and/or material defects of products and/or services, nor for any other contractual obligations of the Point of Sale. The Issuer shall bear no liability for any damage caused to the User as a result of non-fulfilment or partial fulfilment of the contractual obligations of the Point of Sale. In accordance with the above, the User shall resolve complaints and any objections regarding the quality and/or delivery of goods and/or services paid with the Card exclusively with the Point of Sale.

12.15 The Issuer assumes no responsibility for non-acceptance of the Card by the Point of Sale. The Issuer shall bear no liability for unfair or misleading or aggressive business practices of the Point of Sale. The Issuer shall bear no liability for the inability to use the Card for unexecuted or incorrectly executed or executed unauthorised transactions in the case of:

- Existence of objective disturbances beyond the control of the Issuer, the occurrence of which the Issuer could not influence or prevent, including but not limited to war, riots, terrorist acts, strikes, interruption of telecommunications and interruption of electricity supply;
- Existence of obligations arising for the Issuer from other regulations;
- Fraud by the User or if the User has failed to fulfil their obligations in connection with these GTC AC through gross negligence,
- If the User has failed to inform the Issuer about an unauthorised and/or unexecuted transaction and/or an improperly executed transaction and/or a late transaction immediately upon learning about the transaction, and no later than within 13 months from the day the amount was debited or credited.

13. Change in Personal Information

13.1 The User is required to ensure the accuracy and correctness of their personal data at all times through the Aircash mobile application, including changes of address, name, and/or surname, and no later than 5 (five) working days from the date of the change; the User must also submit the necessary documentation to the Issuer to validate the changes that occurred.

13.2 Should the User fail to comply with the obligation from the previous paragraph, the Issuer may deny the User the right to use the Card, revoke the Card, and charge the costs of its revocation.

13.3 The Issuer shall not be liable for any damage incurred by the User resulting from the untimely or irregular notification of changes in personal data.

14. Changes to the General Terms and Conditions, Fees and Exchange Rate

14.1 The Issuer shall notify the User of changes and amendments to these GTC AC at least 2 (two) months before the date of application of the changes using the e-mail address provided by the User when opening the Aircash Wallet.

14.2 Should the User fail to submit a written notice of non-acceptance to the Issuer by the proposed date of application of the amendments, the User shall be deemed to have agreed to the proposed amendments.

14.3 The User who does not accept the proposed amendments to these GTC AC may terminate the Agreement before the proposed effective date of the amendments. Accordingly, the Issuer will block the Card on the day of notification of termination of contractual obligations regulated by these GTC AC or no later than the date of entry into force of the new GTC AC. The Issuer will not specifically inform the User about the implemented block.

14.4 Changes in the applied exchange rate resulting from a change in the reference exchange rate, as well as changes in the exchange rate or fees that are more favourable to the User may be made without notifying the User.

15. Termination of the Agreement

15.1 The Agreement for the use of a Card shall cease to be valid in the following cases:

- Termination of the Agreement, i.e. waiver of the User's right to use the Card;
- Termination of the Agreement, i.e. revocation of the Card by the Issuer;
- Death of the User.

15.2 The User may terminate the Agreement in writing at any time, with a notice period of one month. The Issuer may terminate the Agreement in writing using the User's e-mail address with a notice period of 2 (two) months.

15.3 The notice period starts on the date on which the written termination of the Issuer to the User is sent, or the day of receipt of the User's termination by the Issuer.

15.4 The Issuer is authorised to terminate the Agreement without the expiration of the notice period and prevent the User from further using the Card in the following cases:

- If the User acts contrary to the provisions of the Agreement, these GTC AC or mandatory regulations applicable to the legal relationship between the Issuer and the User, including regulations relating to the provision of payment services and the prevention of money laundering and terrorist financing;
- In case of misuse of the Card;
- In case of non-payment of fees and costs incurred by using the Card;
- If the User provided false information at the time of conclusion of the Agreement.

15.5 The User is not entitled to a refund of fees paid in the event of cessation of validity of the Agreement and/or Card.

15.6 Upon cessation of validity of the Agreement and/or the Card, the obligations of the User arising from the use of the Card shall not cease.

15.7 The Card is an addition to the Aircash Wallet and is fully connected to it, so the following shall apply:

- The Agreement may be terminated for a part of the business related to the Card, which is regulated by these GTC AC. This means that the User can remain an Aircash Wallet User, which is regulated by the GTC AW.
- The Agreement may be terminated in full, for the total business regulated through GTC AW and these GTC AC.
- **The Agreement MAY NOT be terminated in such a way that the User terminates the GTC AW and keeps the Card and part of the business regulated by these GTC AC.**

15.8 In the event that the Agreement is terminated, and the Issuer has information that the Card will subsequently be charged for a foreseeable or unforeseeable amount, the Issuer reserves the right to keep funds in the Aircash Wallet blocked for the purpose of collecting such claims within a reasonable period that will ensure collection. After this period, the User may redeem the remaining funds in accordance with the GTC AW.

16. Special Provisions

16.1 Card Users may in no way distribute, transfer, or in any way make available the Card to persons residing in India.

17. Registration of the Card in a Digital Wallet Offered by Another Service Provider

This section of the General Terms and Conditions applies in cases where the Card User registers their Card in a Digital Wallet offered by another service provider.

17.1 Aircash, as the Card Issuer, determines the types of cards that can be registered in the Digital Wallet and communicates this information to Users through the usual channels, for example, on its website, in the Aircash application or through e-mail messages.

17.2 For the purposes of this part of the GTC AC, the terms listed below shall have the following meanings:

Digitised Card – means the digital representation of the Card in the Digital Wallet, which allows the User to make contactless payment transactions at points of sale that support NFC technology or at remote points of sale that accept payments via the Digital Wallet.

Digital Wallet – means an application solution through which a specific Service Provider, based on a special contract with that Service Provider, enables the User to register information related to one or more cards issued by the Issuer within that digital Wallet and thus generate a Digitised Card for the purpose of making transactions.

Service Provider – means the company that provides the Digital Wallet service, for which Aircash has enabled Card registration.

Device – means a mobile or other electronic device on which the Digital Wallet application is installed and which the User has contracted with the Service Provider.

NFC Technology – Near Field Communication (NFC) technology that enables wireless data transfer between devices at a shorter distance.

17.3 The terms and conditions of use of the Digital Wallet are contracted by the User with the Service Provider, and the User independently decides whether to accept the terms of the Digital Wallet service offered by the Service Provider. Aircash is not a party to the contractual relationship between the User and the Service Provider, nor does it assume or can assume rights or obligations from that contract and shall bear no liability for the availability or functioning of the service.

17.4 Aircash has no influence on the type and characteristics of the Device on which the Digital Wallet can be contracted and installed.

17.5 The Issuer of the Digitised Card is Aircash, and the General Terms and Conditions apply to the relationship between the User and Aircash regarding the Digitised Card. All the agreed conditions for

issuing and using the Card between Aircash and the User shall also apply to the Digitised Card unless the provisions of this section stipulate otherwise.

17.6 Aircash shall not charge the User an additional fee for using the Digitised Card nor for registering the card in a Digital Wallet.

17.7 After entering into a contract with a Service Provider and registering the Card in a Digital Wallet, the User can use the Digitised Card at points of sale that accept such a payment instrument. The conditions and method of using the Digital Wallet service are governed by the contract between the User and the Service Provider, which is concluded by accepting the general terms and conditions of the Service Provider by the User directly in the Service Provider's application.

17.8 The User consents to the execution of a payment transaction initiated through the Digital Wallet through the credentials stored by the User on the Device and contracted with the Service Provider. The aforementioned credentials have the meaning of personalised security credentials from the General Terms and Conditions. For a payment transaction made with a Digitised Card, the User's Aircash Account will be debited in the same way as for transactions initiated with the card based on which the Digitised Card was created.

17.9 In the event of expiration of the Card on the basis of which the Digitised Card was created (for example, if the card has expired or has been reported as lost), the new Card shall not be automatically registered in the Digital Wallet, and the User must register the new Card in the Digital Wallet if they wish to continue using such a service.

17.10 In the event of termination of the Agreement for the use of the Card referred to in Article 14, or in the event that the Issuer restricts the use of the Card for any reason, the right to use the Digitised Card shall also terminate at the same time. In the event of termination of the right to use the Card and/or termination/cancellation of the Agreement or temporary restriction of Card use, the User's obligation to pay or provide funds in the Account for the settlement of all liabilities arising from the use of the Card and Digitised Card shall not cease.

17.11 Deleting a Digitised Card from the Digital Wallet shall not affect the ability to use the Card based on which the deleted Digitised Card was created. If, after deleting the Digitised Card from the Digital Wallet, the User wants to use their Card as a Digitised Card again, they can re-register it in the Digital Wallet. Deleting the Digitised Card from the User's Digital Wallet shall not release the User from the obligation to settle all liabilities incurred by using that card before it was deleted.

17.12 Aircash shall have the right to permanently or temporarily block the Digitised Card or restrict the use of the Digitised Card in the same manner and under the same conditions as for the Card on the basis of which the Digitised Card was created. In the event that the Card is blocked, such blocking shall also result in the blocking of the Digitised Card. Blocking a Digitised Card shall not necessarily result in the blocking of the Card.

17.13 In the event that the Digital Wallet in which the Digitised Card was generated is no longer available for all or part of the card it issues, the Issuer shall disable the use of the Digitised Card and inform the User about this in a timely manner. Aircash has neither the ability nor the obligation to influence the Service Provider regarding the availability of the Digital Wallet service to the User.

17.14 By registering the Card in the Digital Wallet on a specific Device, the User undertakes to handle the Device with due care and to take reasonable measures to protect and preserve the confidentiality of the credentials stored on the Device contracted with the Service Provider for the purpose of granting consent for the execution of payment transactions initiated through the Digital Wallet. Obligations

regarding the manner of handling the personalised security credentials that the User has taken under the General Terms and Conditions of the Aircash Wallet and the General Terms and Conditions for Aircash Cards shall also apply to the Device and these credentials.

17.15 The User undertakes:

- When creating credentials for the Device and/or the Digital Wallet, to act with due care, meaning that they will not select security settings that a third party (including family members and loved ones) can guess or associate with the User.
- For accessing the Device, not to use those security settings (such as password, unlocking pattern, or fingerprint access) that have already been disclosed, either directly or indirectly, to third parties, and not to allow access to their Device with a fingerprint or other biometric element that is not their own.
- To change the credentials without delay in case of suspicion that anyone knows or could know the credentials or security settings for accessing the Device.
- In case of loss or theft of the Device or suspected misuse of the Device or personalised security credentials, to notify Aircash without delay at the customer service number or by e-mail at info@aircash.eu.

17.16 All payment transactions initiated with the Digitised card shall be deemed to have been made by the User unless the User has previously informed the Issuer about the theft, loss, or misuse of the Device or their credentials for the Device in the agreed manner.

17.17 The provisions of these General Terms and Conditions relating to the Card shall be applied accordingly to the liability of the Issuer and the User for payment transactions initiated with the Digitised Card.

17.18 Aircash shall not share the User's personal information with the Service Provider. During the Digitised Card's period of validity and use, Aircash shall deliver to the Service Provider only non-personalised information about payment transactions initiated using the Digitised Card for the purpose of performance of the contract between the User and the Service Provider. The Service Provider is an independent controller of personal data in relation to the personal data of the User with whom the Digital Wallet service has been contracted by the Service Provider, and as such, it is responsible to the User for the legality of the processing of their personal data necessary for the conclusion and performance of the contract on the use of the Digital Wallet service, for the duration and upon termination of that contract. Aircash has no influence over and is not responsible for the way in which the Service Provider receives and processes data.

17.19 The contracting and use of the Digital Wallet service involves the secure transmission of information via electronic communication networks; the availability of these networks is provided by electronic communication service providers that Aircash has no influence over, including the User's own electronic communication service provider. Aircash shall bear no liability for the availability and functioning of these services, nor for the transfer of data through these services from the Service Provider to the User's Device and vice versa, nor for the storage of data on the Device.

Final Provisions

These GTC AC were published on 26 February 2024 and from that date shall apply to all contractual relations entered into from that date. These GTC AC shall apply to existing contractual relations from 26 April 2024.

The Agreement between the Issuer and the User shall be concluded in Croatian. Croatian or English will be used for communication unless the parties agree otherwise.

The Agreement is governed by Croatian law, and any disputes arising from or related to the Agreement fall under the territorial jurisdiction of the court in Zagreb.

Dispute resolution:

The provisions on dispute resolution from the GTC AW shall apply accordingly to these GTC AC.