

# General T&C for Aircash cards 05.2021

## 1. General provisions

1.1. Aircash d.o.o., Ulica grada Vukovara 271, HR-10000 Zagreb, OIB: HR99833713101 (hereinafter: "Issuer") is an electronic money institution registered under number IES 116 based on the decision of the Croatian National Bank dated October 3, 2019, decision number 251-020 / 10-19 / BV. The issuer issues electronic money under the said license valid throughout the European Economic Area, based on the entry 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!EN116](https://euclid.eba.europa.eu/register/pir/view/PSD_EMI/HR_HNB!EN116).

1.2. Contact information:

e-mail: [info@aircash.eu](mailto:info@aircash.eu)

telephone: (+385) 01/457-3537 i 01/457-3538.

As our Aircash Wallet User, you have already agreed to the General Terms and Conditions for the Use of Aircash Wallets (hereinafter OU AN), and you are familiar with the obligations and rights you have under the applicable contractual relationship.

Every User who wishes to use a payment card with an Aircash wallet must read and accept these General Terms and Conditions for Payment Cards (hereinafter OU PK) which, in addition to the valid General terms and conditions of the Aircash wallet (hereinafter: OU AN), additionally regulate the use of payment cards within the contractual relationship which is achieved by accepting OU AN and form an integral part thereof.

By sending a request for the issuance of a payment card, it is considered that you are familiar with this OU PK and that you have read and accepted them.

## 2. Glossary

**Card user (hereinafter: User)** – User of the Aircash wallet who requested the Issuer to issue the Card and accepted these GTC with the rights and obligations under the contractual relationship, and to whom the Issuer delivered the Card.

**Prepaid Card (hereinafter: Card)** – A card issued to the User on the basis of a request submitted for the issuance of a Card. The Card is issued by the Issuer in the

name of the User, and it enables payment for goods and / or services via a receiving device or remotely, cash withdrawal and the use of other services at an ATM or other self-service device.

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

Remote transactions are performed using Card data, where the user can be authenticated via the Aircash mobile application.

**Card PIN (Personal Identification Number)** – a personal secret identification number used to identify the User and / or authorize payment transactions (hereinafter referred to in these General Terms and Conditions as “PIN”). A PIN is an 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 PIN of the Card is unique and is linked exclusively to the Card and differs from the PIN used to access the Aircash wallet mobile application.

**Aircash mobile application** – a software solution that allows the use of Aircash wallet services.

**Dynamic currency conversion** – (DCC) – a service at which, when paying out cash or paying for goods and / or services at reception points abroad, the User may, if offered on the screen of the device, choose the amount of the debit in the domicile currency. The applicable rate for dynamic currency conversion and any service charge are displayed on the device screen and the transaction confirmation.

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

**EFTPOS (Electronic Funds Transfer at Point Of Sale) device** – an electronic device at the point of sale or payment 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 authorize the transaction, in a manner determined by the EFTPOS device, and Cards (no identification, PIN identification, or signature of expense records).

**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.

**Reliable User Authentication** – 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 mutually independent, in accordance with the Payment Act and EU Directive 2015/2366.

**Authorization** – a payment transaction is considered authorized 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.

**Privacy Policy** – an act describing the purpose and objectives of the collection, processing and management of personal data, and ensuring an adequate level of data protection in accordance with the General Data Protection Regulation and all other related legal regulations.

**Objection to business** is a statement of dissatisfaction of the User in connection with the service, who considers that its right has been violated in its business relationship with the Issuer, and includes an objection to payment Card transactions.

### 3. Card issuance

The card can be issued to any natural person with legal capacity if all the following conditions are met:

- The user has established a contractual relationship by accepting the OU AN and accepting these OU PK when applying for a Card or activating the Card through the Aircash mobile application;
- The user has performed identification through the Aircash mobile application and for this purpose presented personal documents and other data necessary to establish a business relationship.
- The Issuer has carried out the procedure of identification and verification of the User and approved the request for the issuance of the Card.

As part of the identification process, the Issuer may request additional documents from the User in order to fulfil its legal obligations, including obligations stipulated by regulations related to the prevention of money laundering and terrorist financing.

The principles and rules of personal data processing are regulated by the Privacy Policy prescribed by the Issuer.

The User may at any time until the delivery of the Card withdraw the request for the issuance of the Card, with the obligation to reimburse the Issuer for all costs of issuing the Card, and accept that the fees charged for this purpose will not be refunded. Fees and expenses related to the issuance and use of the Card are stated on the Issuer's website: <https://aircash.eu/en/fees/> . Payment of the fee is made

immediately within the Aircash mobile application, by deducting electronic money from the User's Aircash wallet.

The Issuer is authorized to refuse to issue a Card to the User without giving an explanation and any responsibility towards the applicant for the issuance.

The issued card is owned by the Issuer, it is in the name of the User and is non-transferable to another User.

The Issuer will create and deliver an inactivated Card to the User's address specified in the request for issuance, the User will activate the Card through the Aircash mobile application where the PIN is available for inspection.

The User is obliged to activate the inactivated Card through the Aircash mobile application and / or, in the case of a cobranding Card, the process determined by the cobranding partner, after all security procedures and standards prescribed by the Issuer have been performed.

#### **4. Card validity period and Card renewal**

The Card is issued to the User with the validity period indicated on the Card itself and is valid until the moment of activation of the received renewed Card, i.e. until the expiration of the last day of the month indicated on the Card.

If the User does not want to use a renewed Card with the same Card number but with a new Card validity after the expiration of the existing Card, it is necessary to cancel the renewal of the Card in writing 2 (two) months before the expiration of the existing Card.

The fee for issuing a new Card, after the expiration of the existing one, is prescribed by the Price List published at <https://aircash.eu/en/fees/>.

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 Card security mechanisms, implementation of new technologies or security standards and in other cases conditioned by business reasons. In that case, the existing Card is valid until the day on which the Issuer will notify the User, and with which date it will be replaced by a new Card, but with a different name.

An expired Card must not be used and must be destroyed (cut) by the User.

#### **5. Spending limit**

The card is a payment instrument that relies on the Aircash wallet and the User has only the funds within the wallet available. If, due to the rules of card companies and / or late transactions, the User's account goes into a negative balance, the User is obliged to reimburse the difference in the balance of the Aircash wallet for the same amount. If the User does not do so within 14 (fourteen) calendar days from the occurrence of the negative balance, the Issuer reserves the right to charge by other means. The Issuer retains this right even after the termination of the use of the Card, i.e. after the termination of the Agreement.

The issuer sets daily and monthly Card spending limits for different types of transactions.

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

The basic limits are given in the table below, and may be changed to a smaller or larger amount in accordance with the Issuer's risk assessment and business decisions:

Daily consumption limit	10.000,00 HRK
Daily limit for withdrawing cash at ATMs	5.000,00 HRK
Monthly spending limit	30.000,00 HRK
Monthly cash withdrawal limit at ATMs	30.000,00 HRK

## **6. Using a Card**

The card can be used for non-cash payments when paying for goods and / ili services at points of sale with the Mastercard card acceptance mark, for purchases without the presence of the card, for cash withdrawals at ATMs and out payment points in the Republic of Croatia and abroad marked with Mastercard card acceptance, and for other benefits provided to its Users.

When paying, the User must not allow the Card to go out of its sight, and if he does, he does so at its own risk and is responsible for possible misuse of the Card.

The User must not give its Card to other people for use. If he does so, he consciously accepts responsibility for possible damage and the consequence can be a permanent blockade and denial of use of the Card.

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 he is at the time of the transaction. The user bears all responsibility in case of illegal Card payment.

By issuing the Card, the User is enabled to contactless use the Card. If the User does not wish to have this option temporarily or permanently, he may request the termination of the contactless function by submitting a request in writing. By cancelling the function for contactless transactions, the User continues 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 terminated the possibility of contactless payment, the User chooses to use the Card only at the contact points, i.e. by inserting or sliding the Card on the EFTPOS device, of which he undertakes to inform the acceptance point. The User may again request in writing the provision of contactless payment, whereby the Issuer may also refuse such a request, without informing the User of the reasons.

In the event of using the Card contrary to the purpose prescribed by this GTC, the Issuer may disable further use of the Card.

When using the Card, the user must adhere to all the following rules:

- must keep secret the PIN of the Card and all data indicated on the Card such as its number, validity period and three-digit control number printed on the back, and the PIN must never be communicated to other persons, including the Issuer, its employees, police, judicial authorities and reception sites on the Internet,
- the Card PIN must not be written on the Card or other documents or other 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,
- when paying for goods and /or services at points of sale, the User must request and receive a confirmation of the transaction,
- is obliged to check the amount of the transaction indicated on that confirmation immediately upon receipt of the confirmation of the executed transaction,
- in case of non-execution of the transaction or unsuccessful authorization of the payment transaction, the User must request and receive a confirmation of the non-executed transaction or a confirmation of unsuccessful authorization from the point of sale,

– is obliged to keep confirmations on executed authorized, unauthorized or non-executed transactions,

– in the case of payment for goods and / or services over the Internet, the User must avoid payment through unverified websites and ensure that payment is made exclusively through a computer that has adequate protection against computer viruses or other malicious programs.

A payment transaction initiated by the User using the Card is considered authorized if:

The user has given its consent for the execution of the payment transaction in one of the following ways:

– by handing over or presenting the card at the Point of sale for the purchase of goods and / or services and entering the PIN in the EFTPOS device, or by signing the expense records generated from the EFTPOS device if the EFTPOS device does not support the acceptance of EMV (chip) cards,

– by handing over or presenting the Card at the out payment point for cash withdrawal and entering the PIN in the EFTPOS device at the out payment point, or signing the confirmation of the cash withdrawal transaction from the EFTPOS device at the out payment point if the EFTPOS device does not support EMV (chip) card acceptance,

– by inserting the Card into the ATM and entering the PIN into the ATM,

– when purchasing goods and / or services via the Internet, the User identifies itself and the payment transaction is authorized by entering the Card number, Card expiration date, three-digit control number printed on the back of the Card and confirmation on the mobile device within the Aircash mobile application that can generate push notifications,

– by providing Card information to the reception point when it comes to catalogue or telephone sales,

– by inserting or presenting the Card to the self-service device or handling the Card in the manner in which the self-service device conditions authorization (in case of contactless Card payment, toll payment and in other similar cases when the payment transaction is not authorized in one of the ways described above),

– for contactless payments, the limits of the amount of the transaction up to which the payment can be made without authorization by signature or PIN are legally prescribed. These limits may vary in different markets or countries. For security

reasons, it is sometimes necessary to authorize transactions with a contactless Card below the prescribed limit with a PIN or signature, which confirms that the Card is in the possession of an authorized User who only knows the correct PIN or whose signature is authentic. Entering a PIN or requesting a signature for transactions with a contactless Card below the limit may be conditioned by parameters determined by the Issuer which are set according to the amount and number of previously made contactless transactions, in accordance with legal regulations and risks.

– Legal rules and card rules enable the implementation of certain transactions on POS devices or on the Internet without Reliable User Authentication. In these cases, the User will not be required to enter a PIN or confirm the transaction via push notification through the Aircash mobile application.

Consent to execute a payment transaction given in one of the ways referred to in the previous paragraph of this item of the General Terms and Conditions for Payment Cards (OU PK) may not be revoked, except exceptionally, in the case of an agreement between the User and / or the Issuer and / or a point of sale.

Electronic data on the payment transaction received by the Issuer from the acceptance point 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 acceptance point. The Issuer will debit the Card user's account for the amount of the payment transaction initiated by the use of the Card or Card data immediately upon receipt of the payment order.

The User is obliged to keep for itself the original copy of the user invoice (slip), i.e. the confirmation of non-execution of the payment transaction it receives from the acceptance point, 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 receiving point where the payment service provider of the payee, due to the speed of transactions or technological prerequisites, and up to the amount of transactions prescribed by the card payment scheme, has defined that the slip is not issued automatically, for example, for contactless payments, payment of tolls, etc., the Card user may request the issuance of a confirmation of the completed payment transaction at the acceptance point.

The Issuer has the right to restrict the use of Cards at certain 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. The issuer reserves the right to manage the Card's functionalities.

## **7. Terms of payment**



Payment transactions made with the Card reduce the available balance in the User's Aircash wallet immediately after execution. If there are not enough funds in the User's Aircash wallet to execute the payment transaction, the transaction will be rejected.

Recurring payments:

The User may choose to use periodic payments if the internet point of sale (Trader) offers such an option. The amount of payment and frequency of payment will be determined by the Trader.

The Issuer is not a party to the agreement on periodic payments between the User and the Trader, and such payments will be governed by the terms and conditions of the Trader. The issuer may not cancel or modify such payments. Any request to change or cancel periodic payments should be made directly to the merchant.

The Issuer is not responsible for providing sufficient funds in the Aircash Wallet to make periodic payments and is not obligated to notify the User if there is a likelihood of creating a negative balance on your Aircash Wallet. If the balance in User's Aircash wallet turns negative, the conditions listed in section 5 will apply.

If there is a suspicion of fraudulent behaviour of the User or other circumstances that may result in a negative Aircash wallet account balance in a known or unknown amount, where there is a risk of non-payment by the Issuer, the User irrevocably agrees that the Issuer has the right to keep funds in the User's Aircash wallet blocked for the purpose of collecting such receivables within a reasonable time that will ensure collection. After the expiration of this period, the remaining part of the funds can be used or redeemed by the User in accordance with the OU AN.

The Issuer reserves the right to refuse any transaction in its sole discretion. The Issuer shall not be liable in the event that a Point of sale refuses to accept User's Card or if the Issuer does not approve the transaction or cancels or suspends the use of the Card in accordance with this GTC.

## **8. Fees, costs and exchange rates**

All fees described below are charged from the User's available funds within the Aircash wallet and the User is obliged to provide funds within the Aircash wallet. If certain fees cannot be charged it is possible that the Card will not be issued, renewed or will not have all the functionalities available. If the fee creates a negative balance within the Aircash wallet, it is charged from the first subsequent payment to the Aircash wallet.

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.

The Issuer shall charge the cost of issuing the Card in the amount prescribed by the Price List valid on the day of submitting the request for the issuance of the Card.

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. The cost of issuing a Replacement Card is stated in the Price List.

The monthly fee for using the Card is charged in accordance with the Price list from the available funds within the Aircash wallet.

For cash withdrawal transactions at ATMs and EFTPOS devices, the Issuer charges a cash withdrawal fee that reduces the available balance within the Aircash wallet and is charged in full on the day of the transaction execution or transaction authorization.

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

If there is not enough funds in the Aircash wallet to pay the required amount of cash or to carry out a transaction plus a fee, the transaction is not possible.

For cash withdrawal transactions at ATMs and payment transactions for goods and / or services at reception points abroad, foreign banks may offer the Card user a Dynamic currency conversion service and a 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 a foreign bank and will be displayed on the screen of the device before the transaction, therefore the Issuer does not take responsibility for the exchange rate and / or fees charged when using this service.

If the User accepts the service of dynamic currency conversion, 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 Cardholder than choosing the debit option in the currency of the country where the Card is used.

Payment transactions made by Card in a currency other than the currency in which the User's Aircash wallet is kept, are converted into the currency of the User's Aircash wallet at the time of the transaction by converting the amount into the User's Aircash wallet currency according to the Issuer's exchange rate or Mastercard exchange rate. If the recalculation is performed according to the Mastercard exchange rate, the Issuer cannot have any influence on the process. For such

transactions, the Issuer charges a currency conversion fee according to the valid Price List.

Due to multiple changes in the rates of international systems during the day, it is possible that the rates for transactions performed during the same day are different.

The Issuer shall collect its possible receivables from the User due to exchange rate differences when using the Card for payment of goods and / or services abroad, or arising from debiting unauthorized transactions, including receivables based on fees, in one of the following ways:

- the Aircash wallet of the User will be charged for the amount of the claim, to which the User expressly and irrevocably agrees by accepting these GTC,
- the amount of the receivable will be collected during the first subsequent payment of funds to the Aircash wallet, to which the User by accepting these GTC explicitly and irrevocably agrees.

## **9. Protective measures**

The user can temporarily block the Card through the Aircash mobile application, and can later unblock it. The user can also perform a permanent block, after which the use of the Card is no longer possible.

The User is obliged to inform the Issuer without delay about the disappearance (loss or theft), misuse and absence of receipt of the Card as well as the suspicion that an unauthorized person has learned the Card information, including PIN. In addition to notifying the Issuer, the User is obliged to disable the use of the Card within 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.

The user is obliged to report the stated facts by phone +385 1 457 3537 or +385 1 457 3538 or by e-mail address [info@aircash.eu](mailto:info@aircash.eu). Upon receipt of the report, the Issuer will temporarily or permanently block the Card and prevent its further use.

Based on the report of disappearance or theft of the Card and permanent blockage, the User is issued a Replacement Card. The cost of issuance is borne by the User.

If the User finds the Card after reporting its disappearance and permanent blockage, it must not use it, but must destroy it, cut it over the chip and over the magnetic tape.

The costs incurred by the invalid Card are fully borne by the User.

The Issuer is authorized to block the Card and / or disable its use based on the User's request, and in the following cases without prior report or the User's request:

- if the User acts contrary to these GTC,
- if you repeatedly enter the wrong PIN at the physical point of sale or the wrong Card information when paying online,
- upon the knowledge of the Issuer about the death of the User,
- in case of existence of reasons related to the security of the Card,
- in case of existence of reasons related to the suspicion of unauthorized use or use of the Card with the intention of fraud or misuse.

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

The Issuer will notify the User in writing by registered e-mail address of the intention and reasons for blocking the Card, and if this is not possible, it will do so immediately after the blocking of the Card. The Issuer is not obliged to inform the User about the blockade and the reasons for blocking the Card if giving such notice is contrary to objectively justified security reasons or contrary to law. The Issuer is not obliged to notify the User about the disabling of the Card even when the User repeatedly enters the wrong PIN or incorrect Card information when paying online – such a temporary block may be limited in time, and the User will be able to reuse the Card the next calendar day.

The Issuer shall, immediately after the reasons for 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 why it is blocked cease to exist.

In order to protect the property interests of the User, the Issuer reserves the right to exclude the possibility of using the Card in certain countries and at certain reception points in the country and abroad, or at certain reception points on the Internet when, in its own professional judgment, the necessary security standards in card business are not ensured and when there is an increased risk of fraud or criminal offenses in the field of prevention of money laundering and terrorist financing, where these are not the sole reasons for the Issuer to do so.

The security of the User's funds is important, so Card blocking or refusal to carry out a transaction can also be carried out automatically by Issuer's ICT system, when the system detects potential threats and suspicious transactions. If the described situation occurs when trying to carry out a risky transaction, the User may contact customer support which will carry out the necessary identification measures and assistance in carrying out the transaction.

## **10. Cobranding**

If the User requested the Card through a company with which the Issuer has a cooperation (cobranding partner), such a Card will be issued with the name of that company or other commercial name.

By accepting these GTC the User agrees:

- that the cobranding 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 cobranding partner has the right to inspect the balance in the Aircash wallet and transactions, with the aim of enabling other functionalities and exercising the rights that the User has with the cobranding partner,
- that the cobranding partner may request unilateral termination of this agreement regulated by the GTC and shutdown / blocking of the User's Card, whereby the Issuer acts immediately upon the order of the cobranding partner, without the need to notify the User in advance,
- to the Fees related to the cobranding Card published in the Price List.
- that if a change in the cooperation of the Issuer with the cobranding partner occurs, the Issuer will inform only the Users from that cobranding program.

## **11. Complaints and objections, alternative dispute resolution and liability**

The User is obliged without delay, and no later than 13 (thirteen) months from the date of debiting the Card, to notify the Issuer about the unauthorized transaction, or about the unexecuted or improperly executed transaction because otherwise he loses the right to compensation and other rights belonging to it in connection therewith according to the relevant regulations and these GTC.

In the event of an unauthorized 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 moment of disabling the Card

within the Aircash mobile application and notifying the Issuer. The User's liability extends to the amount provided by law within the country of residence of the User, except in specific cases provided by law, on the basis of which the User is fully responsible for such transactions.

Complaint about the cost paid by the Card does not release the User from the obligation to pay that cost.

In case of the User's complaint due to incorrectly executed or unauthorized payment transaction, the Issuer shall immediately return 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 by the Card user. In that case, the Issuer will conduct an investigation to determine the merits of the complaint, and in case of justification of the complaint, act in accordance with the User's request and legal provisions, or return the amount of the transaction, or in case of unjustification will give reasons for refusing refund.

The User agrees that the Issuer is authorized to submit to expertise the confirmation on the executed authorized, i.e. non-executed or unauthorized transaction in order to verify the merits of the objection / complaint.

In the case of other complaints, the Issuer will investigate the merits of the complaint and in the case of the well-foundedness of the complaint will act in accordance with the request of the User and legal provisions, or execute the requested transaction or refund the amount of incorrectly performed transaction.

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

If 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 is valid until the final solution of the written complaint, ie until the day of subsequent debiting of its Card.

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

All complaints regarding the quality of goods and / or services paid for with the Card, the User resolves exclusively with the point of sale.

The Issuer assumes no responsibility for non-acceptance of the Card by the point of sale.

The Issuer is not responsible for the inability to use the Card, for unexecuted or incorrectly executed or executed unauthorized transaction in the case of:

- the 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,
- the existence of obligations arising for the Issuer from other regulations,
- User fraud.

## **12. Change of personal data**

The user is obliged, through the Aircash mobile application, to keep his personal data up to date, including changes of address, name and / or surname and all other data that affect the right to use the Card, without delay, and no later than 5 (five) business days from the day of the change, and at the same time submit to the Issuer the appropriate documentation proving the change.

If the User does not 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.

The Issuer is not liable for the damage suffered by the User due to untimely or irregular notification of changes in personal data.

## **13. Changes to the general conditions, fees and exchange rate**

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

If the User does not 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.

The User who does not accept the proposed amendments to these GTC may terminate the Agreement until 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 or no later than the date of entry into force of the new GTC. The Issuer will not specifically inform the User about the implemented blockade.

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.

#### **14. Termination of the Agreement**

The Agreement for the use of a payment Card ceases to be valid by:

- 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,
- the death of the User.

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 to the User's e-mail address with a notice period of 2 (two) months.

The notice period starts from the date of sending the written cancellation of the Issuer to the User, i.e. the day of receipt of the User's cancellation by the Issuer.

The Issuer is authorized to cancel the Agreement without the expiration of the notice period and prevent the User from further use of the Card:

- if the User acts contrary to the provisions of the Agreement, these GTC 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 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.

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



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

Since the payment Card is an addition to the Aircash wallet, i.e. the payment instrument for funds in the Aircash wallet, the following applies:

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

If the Agreement is cancelled, 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 Aircash wallet blocked for the purpose of collecting such receivables within a reasonable time to ensure collection. After this period, the User may redeem the remaining funds in accordance with the OU AN.

## **15. Final provisions**

These General Terms and Conditions apply from May 1, 2021.

The Croatian language will be used for concluding the Agreement and communication between the Issuer and the User.

Croatian law applies to the Agreement, and all disputes arising out of or in connection with the Agreement are subject to the territorial jurisdiction of the court in Zagreb.

Dispute resolution:

The provisions on dispute resolution from the OU AN shall apply accordingly to these GTC.