

T&C 05.2022

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

Please read these General Terms and Conditions carefully. These General Terms and Conditions contain important information about your rights and obligations regarding the Aircash wallet service. You must accept these General Terms and Conditions in the registration process and you are obliged to use the service in accordance with these General Terms and Conditions.

1. General

1.1. The Aircash wallet service is provided by the company Aircash d.o.o., Ulica grada Vukovara 271, 10000 Zagreb, OIB: HR99833713101 (hereinafter: “**we**” or “**Issuer**” or “**Payment service provider**” or “**Aircash**”) which issues electronic money in accordance with the approval of the supervisory body, the Croatian National Bank (“**CNB**”) for issuing electronic money, number: 251-020/10-19/BV dated 3 October 2019. The issuer is registered in the [register](#) of payment institutions and electronic money institutions of the European Banking Authority (EBA).

1.2. Aircash Wallet is a service within the Aircash mobile application (“**Aircash application**”), in which the user of the service has at his disposal electronic money for transactions and/or the purchase of goods and services (hereinafter “**Account**”). In terms of these General Terms and Conditions, the User is the person who opened the Account and who accepted these General Terms and Conditions within the contractual relationship (“**User**”).

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

1.4. Contact information of the Issuer:

e-mail: info@aircash.eu

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

1.5. The User’s registration and use of the Account is performed within the Issuer’s Aircash application, where the User confirms that he has read and accepts these General Terms and Conditions before using the service.

The current version of these General Terms and Conditions is available on our website <https://aircash.eu> (“**Web page**”) under “General Terms and Conditions – Aircash Wallet”.

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

1.7. Intellectual property rights related to the Aircash application, as well as the entire ICT solution (“**Software**”) are the property of the Issuer and/or its suppliers. Any copy of the entire or a part of the Software that may be made by a third party, authorized or unauthorized, is also the property of the Issuer and/or its suppliers.

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

2. Account

2.1. The account is an electronic wallet within the Aircash application where electronic money is stored in digital form. The primary purpose of the Account is to store electronic money, send and receive money, as well as to use of the Account in other ways determined by the Issuer.

2.2. Electronic money stored on the Account is electronic money as defined by the Croatian Electronic Money Act, which may be amended from time to time (hereinafter referred to as the “Electronic Money Act”).

2.3. The rights of the electronic money holder and the right to use the Account belong exclusively to the User who opened the Account.

2.4. The electronic money in the Account has unlimited validity and the User can manage it as long as the Account is active. Users are not entitled to any interest on the electronic money in the Account.

2.5. The Account is not a bank account and the funds on the Account are not included in the deposit guarantee schemes determined by the regulations on the

rights of depositors of funds. By accepting these General Terms and Conditions, you acknowledge that the Deposit Guarantee Schemes Act, as may be amended from time to time, as well as other laws and regulations of the Republic of Croatia and/or other countries and/or EU legislature governing insurance deposits with credit institutions, do not apply to the Account. The funds on the Account are protected in accordance with the Electronic Money Act.

2.6. Your Account is denominated in the currency according to the selected currency or the assigned area of use of the service. If the payee or point of payment execute a transaction in a currency other than the currency of the Invoice, the currency will be converted according to the rules of the payee or point of payment, which the Issuer has no influence on or is responsible for.

2.7. Within the reasonable period, the User has the right to obtain from the Issuer all the information available on executed transactions from the contractual relationship, as well as the balance on the Account, date of receipt or transfer (debit or value date), fees charged and, where applicable, used exchange rate. To achieve this, the Issuer will use the transaction history available in the User Information section of the Account.

3. Conditions

3.1. By registering to use the Account, the User guarantees and confirms that he is authorized to do so and that by registering to use the Account, he does not violate regulations and/or other orders of the competent authorities of the state whose laws apply to his rights and obligations. Otherwise, the User is liable for damages that may occur due to unauthorized use of the service.

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

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

3.4. By accepting these General Terms and Conditions, the User agrees to participate in the remote identification process by electronic means and agrees that the Issuer creates and preserves recordings made in the video identification process, all in order to protect the integrity of the User and his electronic money and the security of payment operations, as well as to comply with other relevant regulations. The user hereby confirms that he is aware that the procedures for identification and verification of identity are necessary in order to comply with regulations and procedures for the prevention of money laundering and terrorist financing.

3.5. The Issuer has the right at any time, before, during and/or after successful registration, to request additional information and documents from the User, and the User's refusal to submit the requested is the reason for termination of registration, or extraordinary termination of this Agreement.

3.6. The user must have a smartphone that has Internet access and supports the installation of Aircash application, the receipt of notifications and SMS messages (this option can be turned off on the mobile phone, the User must turn it on to ensure full functionality of the application), with the ability to use iOS or Android operating system. The provision of mobile telephony services (which may be subject to payment) is not the subject of this Agreement. The Issuer is not responsible for any errors in the operation of the Aircash application that may be the result of using different and inadequate mobile devices and operating systems.

3.7. The User may open only one Account which must be in the name of the User. The user shall not open an account for a third party under his own name. The User is not authorized to transfer the Account to a third party, nor allow a third party to use the Account in any way, and any action contrary to this provision will be considered misuse, whereby the User is liable to the Issuer for all damages, and the Issuer reserves the right to temporarily or permanently block the Account or extraordinary terminate the Agreement.

3.8. The User may not use the Account for illegal purposes, including payment for goods and/or services that are prohibited by law in the territory of the country of which he is a citizen and/or in which he is at the time of the transaction and/or towards which the transaction is directed. The User bears all responsibility in case of illegal use of the Account.

4. Registration, use and closing of the Account

4.1. In order to be able to use the Account service, you must first download the Aircash application and perform the registration procedure in accordance with Art. 3 of these General Terms and Conditions. As part of the registration process, the User

must confirm that he has read and that he accepts these General Terms and Conditions and thus irrevocably submits an electronic request for opening an Account and establishing a business relationship.

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

4.3. By confirming the received data and successfully verifying the User's identity, the business relationship is considered established, which enables the full functionality of the Aircash application. The Issuer reserves the right to refuse to verify the profile and establish a business relationship and/or limit the functionality of the User's Account based on legal obligations or special circumstances of the case.

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

4.5. By installing and using the Aircash application, the User agreed: that the Aircash application accesses mobile device data, phonebook, camera and microphone, all for the purpose of facilitating the User's use; that the application uses access to geo-location services on a smartphone, all for facilitating the use of the User; to receive occasional notifications from the Issuer and/or its partners, all in good faith through the Aircash application, SMS and/or e-mail; and to the acceptance of these General Terms and Conditions. The Issuer does not sell, rent or lend or otherwise make available the Aircash User list to third parties.

4.6. Within 14 days from the date of opening the Account, you can close the Account at no cost by contacting the Customer Service of the Issuer ("**Customer service**"). However, if there is electronic money stored in the Account, you will need to request redemption of the electronic money in full. Transactions and fees for transactions undertaken prior to the closing of the Account (including transactions initiated but not completed prior to the closing of the Account) will not be revoked and you are required to settle them.

5. Depositing to the Account

5.1. After opening an Account, you can deposit money into your Account in all available ways:

1. by cash payment at the issuer's electronic money distributor. If the payment transaction is confirmed, the equivalent amount of electronic money will be immediately visible and available on the Account.
2. by credit/debit card payment directly from the Aircash application. If the payment transaction is confirmed, the equivalent amount of electronic money will be immediately visible and available on the Account. With your Account you may only associate cards that you are authorized to use, and by paying with a credit/debit card, you guarantee that you are authorized to use the card, otherwise you are liable for any damages that may result from unauthorized use of the card.
3. Transfer directly from the bank account. This method of deposit is specific in that the order set by the User is executed by the bank in which the User has a bank account. The Issuer checks payment orders several times a day, on working days, and performs Account top-up in accordance with received deposits. The manner and deadlines for execution of the payment order are defined by the User's bank. Depending on the User's bank, the execution of this order may have a time delay of several minutes, hours, but also few days and depends entirely on the User's bank. The Issuer has no influence on the process, manner and dynamics of making payments by the bank.

5.2. The Issuer sets the initial limits and reserves the right to manage the payment limits on the Account, and maintains them in accordance with the regulations governing payment transactions, prevention of money laundering and terrorist financing and other relevant regulations. The Issuer is not obliged to explain the management of limits to the User. Related transactions are also monitored, and we reserve the right to make additional checks, calls and delays of the execution of payment transactions on the account.

5.3. The Issuer monitors the average cash balance on the Account, average transaction values and, when a deviation in the Account balance is noticed, reserves the right to contact the User for additional checks and reserves the right to temporary block the Account until all necessary checks are performed in order to protect funds and comply with the law.

5.4. The Issuer reserves the right to expand the possibilities of the Account top-up, and will inform the User in an appropriate manner about the changes.

6. Redemption

6.1. The User may at any time request the redemption of electronic money in the Account at face value, in whole or in part if he requests redemption before the termination of the contract.

6.2. If he wants to redeem funds from the Account, the User must send an e-mail to the e-mail address info@aircash.eu and request redemption from the Account or a written request should be submitted to the Issuer's address by registered mail. Together with the request, the User must enclose a scanned valid ID card or passport and contact phone number, as well as the account number opened with a credit institution in the Republic of Croatia or the European Union to which the redeemed funds will be paid, together with IBAN and BIC. Redemption is made exclusively to a bank account opened in the name of the User. In order to fulfill our legal obligations, we may request other information from the User before we make a redemption. The redemption of the remaining amount will be made upon submission of all required data, as well as upon fulfillment of other legal conditions for payment. The redemption fee is determined by the Price List, and is charged in the following cases:

1. if the Agreement provides for the term of validity of the Agreement and the User terminates the Agreement before the expiry of such term of validity;
2. if redemption is required before the termination of the Agreement, except in the case referred to in item 1 of this paragraph, or
3. if redemption is required after the expiration of one year from the date of termination of the Agreement.

7. Making a payment

7.1. The User may use the electronic money on the Account to make payments to Web Stores and/or Retail Stores ("**Stores**") that accept Aircash Electronic Money issued by the Issuer. Payment is subject to the terms of the Payment Accepting Store as stated on the website of those Stores. You can only make payments if you have a sufficient amount in your Account to complete the transaction.

7.2. Payments may be limited depending on the Stores, the age of the User and the status of the Account. The Issuer does not guarantee that the Account will be available as a payment method to all Stores at all times.

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

a) by directly initiating an order from the Aircash application or by selecting the "Aircash payment" option on the Store website, and

b) at the physical point of sale with an indication to the cashier that payment will be made through the Aircash wallet.

7.4. In case 7.3. under a) The User will select the Store within the Aircash application and select the payment amount or a QR code will appear on the Store website which the User will scan from his Aircash application or by selecting Aircash payment method on the Store website. In both cases, a payment order will be opened to the User within the Aircash application, which the user authorizes and thereby gives consent for the execution of the payment transaction and digitally signs the order for the purpose of proving the irrevocability of the payment. The Issuer will make the payment immediately upon receipt of the payment order, which means that you can no longer cancel the order once it has been confirmed.

7.5. In case 7.3. under b) the User indicates to the cashier at the point of sale that he will make the payment via the Aircash application and displays to the cashier the QR code from the screen of his mobile phone which the cashier scans. Then the completed payment order is opened to the User and the User authorizes it at the same way as under 7.4.

7.6. The Issuer may introduce additional security measures to confirm the payment, to protect the Account from unauthorized transactions. The User must act in accordance with the security procedures ordered by the Issuer.

7.7. Refusal of Payment Order: The issuer will refuse to make the payment in the following cases:

1. the execution of a transaction represents a violation of a provision of national or international law, or of an order issued by a competent administrative or judicial authority, or there is a reasonable suspicion that the execution of transaction will constitute an infringement or criminal offense and/or the transaction is prohibited on any other grounds;
2. to prevent money laundering and terrorism financing;
3. if the access information and/or security parameters have not been provided or the parameters provided are incomplete;
4. if the Account is blocked, or
5. if there are insufficient funds on the Account to complete the transaction.

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

8.Outstanding or irregular payments

8.1. If Aircash is late in completing the transaction for which the User has given us a valid instruction, the User may request that we contact the payee's payment service provider and request that the payment be made as if the payment had been received on the correct day.

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

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

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

8.5. The User is obliged to inform the Issuer about the non-executed, irregularly executed, or delayed execution of the payment transaction without delay as soon as he became aware of it.

9. Third-party service providers

9.1. The User can:

1. instruct the third-party service provider to access the information on their Account; or
2. in the event that the Issuer provides users with the ability to make payment orders from the User's Account, make payments from their Account,

9.2. As long as the third party service provider is open and transparent about its identity and acts in accordance with the relevant regulatory requirements, the Issuer shall treat any instruction from the third party service provider as if it were given by the User. The User must not give his security data to a third party.

9.3. The Issuer may refuse a third-party service provider access to the User's Account in the event of suspicion or danger of unauthorized or fraudulent access by that third-party service provider. Before the Issuer does so, it will notify the user to explain the reasons for this, unless it is impractical, in which case the Issuer will immediately notify the User. In either case, the Issuer shall communicate this to the user in the manner it deems most appropriate in the given circumstances. The Issuer shall not communicate to the User the reasons if this could jeopardize reasonable security measures or otherwise be unlawful.

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

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

10. Receiving payments

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

10.2. It will not be possible to receive payment if:

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

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

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

11. Payment of invoices from the Aircash wallet

11.1. Within the Aircash wallet the User has the option to pay the invoices that have a 2D code with electronic money. Payment orders are issued by scanning the 2D code on the invoice/general payment slip. By executing the bill payment order, the User receives a payment receipt within the Aircash application in the form of a .pdf document that he can download within the Aircash application at any time. The Payment service provider will make the payment to the payee in accordance with

the instructions of the payer (User). The Payment service provider commits to approve the payee on the same business day or no later than the end of the next business day, counting from the time of receipt of the payment order, i.e., the conduction of the payment process within the Aircash application. If the order cannot be executed, the User will be notified in the Aircash application, and the failed transaction mark in the transaction list.

11.2. To pay the invoice from the Aircash wallet, the Issuer charges a fee for using this service in the amount defined by the Price List, which is charged directly and in full from the Account on the day of the transaction, i.e., transaction authorization, and the available balance on the Account is reduced by the fee amount.

12. Cash withdrawals

12.1. The Issuer allows cash withdrawals of electronic money stored in the Account. Cash withdrawals can be made at ATMs or other self-service devices operated by a credit institution that has an agreement with the Issuer on the use of electronic money and Accounts. A list of credit institutions where cash payments can be made can be found on the Website of the Issuer.

12.2. In addition to ATMs or other self-service machines, cash withdrawals from the Account may also be made at payment points of contractual partners/distributors who have concluded an Agreement with the Issuer on the issuance or use of electronic money and the Account. A list of contractual partners making cash withdrawals can be found on the Website of the Issuer.

12.3. The Issuer sets the initial limits and reserves the right to manage the payment limits from the Account, and maintains them in accordance with the regulations governing payment transactions, prevention of money laundering and terrorist financing and other relevant regulations. The Issuer is not obliged to explain the management of limits to the User. Related transactions are also monitored, and we reserve the right to make additional checks, calls and delay the execution of payment transactions from the Account.

12.4. For withdrawal of cash at ATMs or at the withdrawal points of the contractual partners, the Issuer shall charge a fee for the use of this service in the amount defined by the Price List, which shall be charged directly and in full from the Account on the day of the transaction, i.e., the transaction authorization and the available balance on the Account is reduced by the amount of the fee.

12.4. Withdrawal process: The User can use the cash withdrawal service by sending a notice to the Issuer through the Aircash application. After the User sends a notice to the Issuer that he wants a cash withdrawal in a certain amount, the Issuer checks

the balance of the Account and if the Account has sufficient funds to pay the requested amount and the related fees, the User will immediately receive a notification within the application in the form of a QR code or barcode or, in the case of ATMs, in the form of a one-time, 6-digit code of short duration that can be entered by the User at an ATM or other self-service device making a cash payment. Funds will be available for withdrawal immediately upon receipt of the 6-digit code or a QR code/barcode.

12.5. If the withdrawal is made at the withdrawal points of the contractual partners then the QR code/barcode is displayed to the contractual partner's employee at the payment point. In addition to the QR code/barcode, the employee may also request to see an identification document (ID or passport). If you do not provide the identification document at the request of the employee, the employee will refuse the payment.

12.6. The cash withdrawal transaction initiated by the User using the obtained QR code/barcode/6-digit code shall be considered authorized after the code has been entered at the ATM or presented at the payment point.

12.7. If the withdrawal is not possible because the ATM and/or the distributor does not have the banknotes available in the amount for which the withdrawal is requested then the withdrawal will not be possible. The Issuer shall not be liable in case the ATM or payment point does not dispose of banknotes in the amount for which the User has requested withdrawal, whether it is an excessive amount or an amount that cannot be paid due to lack of banknotes of the appropriate amount, and is not responsible for the availability and proper operation of ATMs, self-service devices, or pay-out points.

13. Payment to bank account

13.1. The Issuer provides the service of payment with funds stored in the form of electronic money on the Account, whereby the User can optionally use the bank account whose data the User has entered within the Aircash application, as a payment channel.

13.2. The Issuer sets the initial limits and retains the right to manage payments to the bank account, and maintains them in accordance with the regulations governing payment transactions, prevention of money laundering and terrorist financing and other relevant regulations. The Issuer is not obliged to explain the management of limits to the User. Related transactions are also monitored, and we reserve the right to make additional checks, calls and delay the execution of payment transactions to the bank account.

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

13.4. Payment process: The user must first enter the IBAN, i.e., the bank account number to which the payment will be made, within the application. Then the user independently initiates the transaction electronically from the mobile application by defining the amount of payment within the allowed limits and confirming the execution of the transaction.

13.5. This method of payment is specific in that the order set by the User is executed by the bank in which the Issuer has a bank account. Upon receipt of the payment order by the User, the Issuer for the same amount issues a payment order to the bank in which the user has an account. The Issuer carries out the User's orders several times a day, on working days. The manner and deadlines for execution of the payment order are defined by the Issuer's bank. Depending on the Issuer's bank, the execution of this order may have a time delay of several minutes, hours, but also few days and depends entirely on the Issuer's bank. The Issuer has no influence on the process, manner and dynamics of making payments by the bank.

14. Account security settings

14.1. The User is obliged to ensure that the information stored in connection with the Account is always up-to-date. The User will make changes to the contact information, in particular the e-mail address or mobile number, in the profile section of the Account. The User is responsible for all damages that may arise from the violation of this provision.

14.2. The Issuer is authorized at any time to request from the User to verify that the personal information stored in the profile section is accurate and up-to-date by submitting appropriate proof.

14.3. In order to maintain account security, the Issuer is authorized to contact the User by sending an e-mail to the e-mail address stored in the profile section or by SMS or in any other way to the stored mobile number.

14.4. The user is obliged to ensure that the stored e-mail address as well as the mobile phone number are accessible and must immediately download and read every message sent by the Issuer in order to prevent unauthorized use of the Account.

14.5. If the Issuer believes that there is a risk of fraud or a security threat to the user's Account, the Issuer will use the fastest and safest way of contacting the User using the contact information provided by the User to tell them what they need to do to help address those risks.

14.6. Use of the Account is limited to the amount available in the Account at the time the transaction is confirmed, minus the amount of applicable fees.

15. Confidentiality of information provided and actions in case of misuse

15.1. The User is obliged to protect his/her mobile phone with Aircash application and application access information (PIN) from unauthorized use by third parties as they constitute the basis for dual authentication and the ability to use the Account. The User is liable for damage that may occur due to lack of due diligence regarding the protection of the mobile phone with the Aircash application and PIN number.

15.2. All User and security information for access to the Aircash application, or Account, are confidential to Users and as such should not be disclosed to third parties. Transaction information is automatically synchronized with the User's mobile applications, and the Issuer is not responsible for the unauthorized disclosure of such information to third parties and for the theft or loss of the User's mobile phones. In this case, Users are obliged to contact the Issuer's Customer Service immediately, which will then immediately block the user's Account. In such cases the Issuer may enable re-registration for the use of the Account service to these Users on their initiative.

15.3. If the User notices that his access information or security parameters have been lost, stolen, misused or in any way tampered with, he shall immediately contact the Issuer by telephone (the telephone number is on the Website) or online to block their Account ("Block Notice"). Any delay in notifying the Issuer may not only affect the security of the User's Account, but may result in the User being held liable for any loss, if such delay in notification is the result of intent or gross negligence. If the User suspects that someone else has accessed his Account, or if he suspects another misuse, he should contact the police immediately.

15.4. The Issuer does not guarantee the delivery or suitability of any goods or services paid through the Account. The Issuer may not interfere with the business relations of its Users. The Issuer allows payments by electronic money and it is his duty to transfer the money between the Users in a safe and prompt manner. The Users have the right to define the character of their business relationship on the basis of which the transaction is prepared and paid. If the User suspects misuse or any other criminal offense, he/she should report it to the competent institutions and

initiate appropriate procedures. The Issuer is always at disposal to the relevant institutions.

16. Fees and exchange rates

16.1. The Issuer does not charge fees for opening and activating the Account as well as for checking the Account balance.

16.2. After the electronic money is issued by its issuer in the amount value of which is equal to the received monetary value, in case of change of the holder of already issued electronic money at the request of its holder, the Issuer may charge a fee for the change of the holder of the already issued electronic money.

16.3. The Issuer may charge a fee for payments from the Account to certain Stores. These fees will be displayed to the User before the payment is confirmed. Stores are entitled to charge a fee for this form of payment, but this is a direct business relationship between the User and the Store and has nothing to do with the fees charged by the Issuer.

16.4. For part of the services, the Issuer defines the fees in accordance with the Price List. The Price list can be found on the company's website under the name "[Fees](#)".

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

16.6. The Issuer's exchange rate available on the Issuer's website and directly in the Aircash application during the conversion is applied to the currency conversion of funds performed by the User within the Aircash wallet.

17. Account blockage

17.1 The Issuer may block the User's Account or in any way restrict its use for reasons related to, but not limited to, the security of the Account or any of its security features or if the Issuer reasonably suspects that unauthorized or fraudulent use of the User's Account has occurred or that any of its safety features is compromised, as well as in case of violation of some of the provisions of these General Terms and Conditions and/or relevant regulations.

17.2 Where possible, the User will be notified of the blocking or restrictions on the use of the Account. The Issuer is not obliged to explain the reasons for blocking or restricting the use of the Account if it has reason to believe that this could affect the security interests of the Issuer or the User or could affect the implementation of measures and actions by competent authorities.

18. Issuer's responsibility

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

18.2. The Issuer will not be liable if the Store refuses to accept payment from the Account or if the Issuer does not approve the transaction or if the Issuer cancels or suspends the use of the Account to the extent permitted by these General Terms and Conditions and law.

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

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

19. User's responsibility

19.1. The User shall immediately notify the Issuer if he/she notices that an unauthorized or incomplete payment has been made through his/her Account and mobile application. Requests and objections regarding unauthorized and incomplete payment will be declined unless the User notifies the Issuer within 13 (thirteen) months from the date of incorrect payment execution.

19.2. If the User has an indication or suspicion that his Account, mobile phone, access information, or any other security parameter has been lost, stolen or misused, all without his permission or otherwise, the User is obliged to immediately notify the Issuer of the loss or theft of access information, misuse, or unauthorized use of access information and security parameters.

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

1. if the unauthorized payment is a consequence of the User's error in keeping his/her mobile phone and/or access information secure, or other misuse, in which case the User remains liable for all transactions in full amount;
2. if the User does not notify the Issuer without delay of any loss of mobile phone, and/or access information or other event which could reasonably be expected to endanger the security of the User's account after the User has learned of such event, in which case the User remains responsible for all losses until he notifies us;
3. if the transaction was not authorized but the User acted fraudulently or compromised the security of the Account with intent or gross negligence, in which case the User is solely responsible for all losses; or
4. if the User does not dispute the transaction and/or fails to alert the Issuer to an unauthorized or incorrectly executed transaction within 13 (thirteen) months from the date of the transaction.

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

19.5. Without prejudice to the abovementioned, Users are required to periodically and frequently review the history of Account transactions and to immediately contact the Issuer Customer Service with any questions or concerns.

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

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

20. Protection of personal information

20.1. In order to ensure the functionality of services within the Aircash application, including the use of Aircash wallet, the Issuer may collect personal data of the User such as name and surname, telephone number and e-mail address and copies of personal and other documents ("Personal Data"). The Issuer collects and uses

personal data in order to maintain the functionality of the service, ensure the security of Accounts and payments, and provide services to Users, whereby it has an obligation of confidentiality towards the same Users and their data. The Issuer protects the User's personal information from unauthorized access, use or disclosure. Information on computer servers is stored in a controlled, secure environment, protected from unauthorized access, use or disclosure. The User expressly permits the Issuer to access, process and retain all information provided by the User for the purpose of providing payment services to the User. This does not affect the respective rights of the Issuer and the User and the legal obligations regarding information protection. The User can withdraw consent by closing the Account. If the User withdraws such consent, the Issuer will cease using the User's information for this purpose, but may continue to process the information for other purposes for which the Issuer has other legal bases, such as when the Issuer is legally obliged to keep transaction data and records.

20.2. The User's personal information is processed in accordance with applicable regulations. The User's personal information is controlled by the Issuer and used in accordance with the need to provide the service. In addition, the Issuer uses the User's personal information, together with other information that is collected or generated during the User's relationship with the Issuer, such as transaction details, transaction history, and similar, to provide the Users with the services requested (including, inter alia, purposes such as administration, Customer Service, User verification, fraud prevention, and product and business development activities). Read more about data protection and learn from [Information on the processing of personal data](#) which can be found on the Website.

20.3. The Issuer will disclose the User's personal data to third parties only if it is necessary for the execution of transactions, and only to those third parties with whom it has a contractual agreement on information protection, in order to perform the services provided by the Issuer to the Users, or to facilitate future transactions or for the information to be supplemented by the information from publicly available sources. This also helps the Issuer understand and improve its product and service offering. The Issuer may also disclose the User's personal information to third parties in cases where reasonably necessary, for the purpose of preventing and detecting criminal offenses, or when required by law. The Issuer shall retain the information, marketing selections and transaction history of the User on the basis of a retention schedule for no longer than is necessary for the purposes for which the information was collected and in accordance with applicable regulations.

20.4. The User has the right to access and request a copy of their information and may correct, delete or block information that is incomplete, inaccurate or out of date, unless otherwise provided by law. It may also object at any time to the way in which its information is collected, processed or used, especially in cases where processing

is not necessary to perform the service, or where the right derives from a law or regulation.

20.5. The Issuer is liable for the responsible and legally justified keeping of the User's personal information and the unauthorized or unlawful use of their personal information by the Issuer and all other persons to whom the Issuer has disclosed this information without proper authorization. The User expressly agrees to the Issuer to exchange such personal information with third parties or the Stores that are necessary for the execution of the service which the User uses with the assistance of third parties or Stores through the services of the Issuer.

20.6. The Issuer will keep Users regularly informed about the Account, Information Protection and other important events. By accepting these General Terms and Conditions, the User agrees to receive such information by e-mail or text message or Aircash application. Furthermore, the Issuer will notify the User of promotional campaigns, special conditions, etc. if the User has agreed to receive such information.

21. Duration and termination of the Agreement

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

21.2. The User may terminate this Agreement at any time by sending an email to the Issuer or through the Aircash Application.

21.3. The Issuer is authorized to terminate the contractual relationship by giving 2 (two) month notice in advance by e-mail to the e-mail address provided by the User.

21.4. In the event of an important reason, the Issuer may terminate the contractual relationship with the User with immediate effect at any time by sending an e-mail to the e-mail address provided by the User, regardless of other provisions (emergency termination). Important reasons for terminating the Agreement with immediate effect without notice include, but are not limited to the following situations:

1. The User has not provided accurate and/or complete information about his identity, or has concealed other material facts;
2. The User has violated the provisions of these General Terms and Conditions;
3. there is a suspicion that the User has committed a misdemeanor or criminal offense or violated the provisions of regulations in the field of prevention of money laundering and terrorism financing;
4. The User uses the Account in an illegal and/or unlawful manner and/or for illegal and/or unlawful purposes;

5. There is a suspicion of a threat to security interests, or
6. the Issuer is obliged to cancel the contract without notice for legal reasons.

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

22. Amendments to the General Terms and Conditions

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

22.2. The Issuer shall notify the User in writing of the intended amendments of the General Conditions at least 2 (two) months prior to their entry into force. The notification will be sent to the e-mail address of the User as registered on the Account.

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

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

23. Transfer of contractual obligation

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

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

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

24. Notifications sent to the Users

The Issuer sends notices (including legal and business notices) to the Users through the contact information provided by the User to the Issuer. The User is obliged to inform the Issuer without delay of any changes of address, telephone number, mobile number or e-mail address. The User can do this either by changing the information under “My profile” in their Account to or by contacting Customer Service. The Issuer is not responsible if the User does not notify him of changes of his contact information.

25. Dispute resolution

25.1. Complaint is any statement of dissatisfaction made to the Issuer by a former or current User in relation to the provision of services that are subject to these General Terms and Conditions. Complaints can be filed in one of the following ways:

1. by e-mail: prigovor@aircash.eu
2. by post: Aircash d.o.o., Ulica grada Vukovara 271, Zagreb
3. Fax: 01/4620-107

25.2. The complaint should contain at least:

1. personal information of the User;
2. a detailed description of the event/situation or circumstances which caused the dissatisfaction that are the subject of the complaint and proof of the reasoning of the complaint;
3. address or email address to submit a response to the complaint

25.3. Aircash does not respond to anonymous complaints.

25.4. The Issuer shall, in accordance with the regulations in force, issue to the User an acknowledgment of receipt of the complaint. Queries submitted verbally (by telephone) are not considered complaints and, if possible, are resolved immediately upon receipt. If it is not possible to resolve the complaint immediately after it has been received, upon receipt of the complaint, it shall be submitted to the Issuer's

organizational unit responsible for resolving the complaint, depending on the business domain. In the event that the complaint does not contain all the information necessary to act on it, the complainant will be asked to supplement it. As a rule, the Issuer shall submit the response to the complaint in the manner in which the complaint was addressed to it or in the manner or the address given by the complainant in the complaint.

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

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

25.7. If you believe, or if any other person with a legal interest considers that we have violated our obligations under Chapter II and/or III of the Payment System Act or the Electronic Money Act, or that we have acted contrary to Regulation (EU) No. 2015/751 and/or Article 5, paragraphs 2, 3 and 4 of the Law on the Implementation of the European Union Decree in the field of payment operations, you can file a complaint to the CNB as the competent authority.

25.8. In addition to filing a complaint to the CNB, you can also submit a proposal for alternative consumer dispute resolution. You can submit your proposal to the Conciliation Centre of the Croatian Chamber of Commerce, Zagreb, Rooseveltov trg 2 (www.hgk.hr/centar-za-mirenje). We are obliged to participate in the alternative dispute resolution process initiated in this way.

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

Entry into force

These General Terms and Conditions enter into force on 14 May 2022. With the entry into force of these General Terms and Conditions, the General Terms and Conditions of 26 April 2021 will be repealed.

In Zagreb, on 14 March 2022

Aircash d.o.o.