

# TC 04.2021

## Aircash Wallet Terms of Service

### 1. General

1.1. Aircash Wallet is an electronic wallet / account management service for all users of the Aircash mobile application provided by Aircash d.o.o., Ulica grada Vukovara 271, HR-10000 Zagreb, OIB: HR99833713101 (“we” or “Issuer” or “Payment service provider”), and the service is provided according to approval for electronic money license issued from the Croatian National Bank (“CNB”) (251-020 / 10-19 / BV dated 3 October 2019).

1.2. Contact information:

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

telephone: 01 / 457-3537 and 01 / 457-3538.

1.3. Creation, use and closing of the Aircash Wallet (the “Account”), as well as everything else related to the purchase of electronic money from the Account and the ways of using the Account, are performed in accordance with these General Terms and Conditions (“General Terms”). The General Terms also constitute an agreement between us as the Account Provider and the Account user (the “Agreement”).

1.4. Service registration and use of the Account is performed within the Aircash mobile application, created by the Issuer, where the user has previously accepted these General Terms and Conditions. The current version of the General Terms and Conditions is available on our website at <https://aircash.eu> (the “Website”) under the “General Terms and Conditions”.

1.5. Please read these General Terms carefully as they contain important information about your rights and obligations regarding the account. You are required to use the Service in accordance with these General Terms.

1.6. The Electronic money within the Aircash Mobile Application is subject to these General Terms and Conditions, together with the General Terms and Conditions for Issuing A-bon Electronic Money (located on the Website) in the section not governed by these General Terms. In the event of a disagreement between these General Terms and the General Conditions for Issuing A-bon Electronic Money, these General Terms will prevail regarding the rights and obligations associated with the Account.

1.7. The copyright and other intellectual, industrial and / or proprietary rights of the Aircash Mobile Application and the entire ICT Solution (“Software”) and of any copy made by the user are the property of the Publisher and / or its suppliers. The Issuer allows the use of the Software solely in accordance with these General Terms and Conditions. The Issuer reserves all rights not specifically granted under the General Conditions. The General Terms grant users the right to use the Software, thereby not acquiring the ownership of the Software.

1.8. These General Terms and Conditions for Aircash Wallet are available in Croatian and English language.

## **2. Account**

2.1. The account is an electronic wallet within the Aircash mobile application where electronic money is stored in digital form. The primary purpose of the Account is to store electronic money and make and receive payments. Electronic money stored in the Account is electronic money as defined by the Electronic Money Act.

2.2. The electronic money in the Account belongs exclusively to the person who opened the account (“You” or “user”). The user is not authorized to transfer the Account to a third party.

2.3. The electronic money in the account does not expire and can be used as long as the account is active, but users are not entitled to any interest on the electronic money in their account.

2.4. The account is not a bank account and is not subject to the regulations governing bank accounts and the rights of depositors of funds. By accepting these General Terms, you acknowledge that the Deposit Insurance Act and other laws and regulations of the Republic of Croatia or the European Union governing the protection of holders of cash deposits against the loss of a deposit in the event of an insured event do not apply to the Account. The funds in the Account are protected in accordance with the Electronic Money Act.

## **3. Conditions**

3.1. When creating the Account within the Aircash Mobile Application, the Issuer verifies the identity of the user by requesting the user to provide valid identification documents confirming the identity or his own presence when issuing electronic money at the distributor locations or electronically directly through the Aircash mobile application (scanned ID) and the Issuer holds the right to make automatic comparisons with video identification methods in order to protect the integrity of the user, his electronic money and for compliance with anti-money laundering and

terrorist financing policies and procedures, and at any time, request additional identification documents from the user.

3.2. The user must have a smartphone that has Internet access on which he can install the Aircash application and receive notifications and SMS messages, with the ability of using the iOS or Android operating system. The provision of mobile telephony services (which may be subject to charge) is not subject to this Agreement. The Issuer is not responsible for any errors in the operation of the application that may be the result of the use of various and inadequate mobile devices and operating systems.

3.3. The user may open only one Account, which must be opened in the name of the user.

3.4. It is forbidden to open an additional Account for the same user or another person. If this provision is violated, we reserve the right to immediately suspend the Account (s) and terminate this Agreement. By accepting these General Terms, the user agrees to use the Account on its own behalf and at its own expense, and warrants that the user is the actual owner and that it does not operate for a third party.

3.5. Your account is denominated in HRK. It is not possible to store electronic money in foreign currencies.

#### **4. Registration, use, account closure**

4.1. Registration: in order to use the Account service, you must first download the Aircash mobile application, submit the required personal and contact information, and complete the registration process in accordance with Art. 3.1. of these General Terms. As part of the registration process, the user must accept these General Terms and Conditions. During registration, the user will also be asked to select the security information for opening the Aircash mobile application and secure account access (e-mail address and PIN). Submission of the above information, subject to the mandatory acceptance of these General Terms, represent an irrevocable request for account opening and to establish a business relationship. Upon receipt of the submitted data and after the checks, the Issuer will send the code to the user via SMS to the specified mobile phone number and by entering the code provide the user with the necessary access digital data for using the Aircash application or account. After the User enters the correct code in the application and after confirming all his data, the user will receive an e-mail accepting his request to open an Account.

4.2. Conclusion of the Agreement: In accordance with the procedure described within Art. 3.1. The Issuer performs the identification of the user, which is performed on the basis of all data from the request for the establishment of a business relationship. By confirming the received data, the Issuer verifies the identity of the User and thus the business relationship is considered established, which enables the full functionality of the Aircash mobile application. The Issuer reserves the right to refuse to verify the profile and establish a business relationship, based on legal obligations or special circumstances of the case. The functionality of an Account that has not been verified may be further limited.

4.3. By installing and using the Aircash application, the user has consented to: that the Aircash application accesses the directory on a mobile phone, camera, all for the purpose of facilitating the use of the user, that the application uses access to geolocation services on a smartphone, all for the purpose of facilitating the use of the user; receiving periodic notices from the Issuer and / or its partners, all in good faith through the Aircash application itself, SMS and / or email; and to acceptance of these Aircash Payment Terms and Conditions. The Issuer does not sell, rent or lend or otherwise make available a list of Aircash Application users to third parties.

4.4. Closing the Account: Within 14 days of opening the Account, you may close the Account at no cost by contacting the Issuer's Customer Service ("Customer Service"), however, if you have transferred funds to your Account, you will need to request a full electronic money redemption amount. Transactions and fees for transactions undertaken prior to closing the Account (including transactions initiated but not completed before closing the Account) will not be cancelled.

## **5. Depositing to the Account**

5.1. After opening an Account, you can deposit money into your Aircash wallet, i.e. Account in the following available manners:

1. Cash payment at the Issuer's electronic money distributor. If the process is successful, the amount will be available on your Account immediately.
2. Credit / debit card payment directly from the Aircash app. If the process is successful, the amount will be available on your Account immediately.
3. Transfer 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 incoming 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. Aircash reserves the right to set and change the deposit limits, taking into account the User's risk assessment. After the initial limits, the Issuer continuously manages the user risk and adjusts deposit and spending limits. Related transactions are also monitored and we reserve the right to make additional checks, calls, and hold payments to your account.

5.3. The issuer monitors average cash balances on the Aircash wallet, average transaction values, and we reserve the right to contact the user for additional checks when a discrepancy is noted, and reserve the right to temporarily suspend the account balance until all necessary checks have been completed to protect funds and compliance with the law.

5.4. The Issuer reserves the right to extend the options for placing electronic money in the Account and will notify the user about the changes in an appropriate manner.

## **6. Redemption**

6.1. The user may at any time request the redemption of the balance in full from the Account at face value.

6.2. In order for the redemption to be executed, the user should send an e-mail to [info@aircash.eu](mailto:info@aircash.eu), or a written request should be made to the company address by registered mail, requesting redemption from the Account. Upon request, the user must attach a scanned ID or passport and a contact telephone number as well as the account number opened with the 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 done exclusively to the bank account of the Account holder, which must be opened in the name of the person in whose name the Account is opened. In order to fulfil 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 the requested information, as well as upon fulfilment of other legal conditions for payment. The redemption fee is only 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 contract, 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. Payment: The user may use the Account to make payments to Web Stores and / or Retail Stores (“Stores”) that accept Aircash Electronic Money because the Issuer is affiliated with them and thereby accept payment from the Account. In this case, the Terms and Conditions of the stores are in applied as set out on the website of those Stores. You can make payments up to your account balance.

7.2. Payments may be limited depending on the Stores, the Age of the user (for example, whether the person is of legal age) 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. Payment Process: The user can initiate payment at the Payment Accepting Store:

a) By direct initiation from the Aircash application or by selecting the “Aircash payment” option on the Store website, and

b) At retailers, by indicating cashier that payment will be made via Aircash wallet.

7.4. Under a): The user will select a Store within the Aircash application and select the payment amount, or a QR code will appear on the Store website that the user will scan from his Aircash application. 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. Under b): The user indicates to the cashier at the retail location that he / she will make the payment through the Aircash application and displays the QR code to the cashier from the screen of his / her mobile phone which the cashier scans. Then the completed payment order is opened to the user and the user authorizes it in the same way as under a).

7.6. The issuer may introduce additional security measures to confirm the payment, to protect the Account from unauthorized transactions. The user must follow the Issuer’s security procedure.

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 a court order, or there is reasonable doubt that the execution of the transaction will constitute an offence or it is prohibited on any other grounds;
2. to prevent money laundering;
3. if the access information and / or security parameters have not been provided or the parameters provided are incomplete;
4. if the Account is suspended, or
5. if there are insufficient funds in the Account to complete the transaction.

7.8. If a transaction is declined, the user will be notified immediately by a notification sent via the Aircash application. The details of the declined transaction will appear in the transaction history in the user's Account.

7.9. If we are late in making the payment that the user has instructed us to make, the user may request us to 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. Failed payment**

8.1. If the confirmed transaction is not executed or made incorrectly, the user may request a full refund, and the Issuer will, as soon as reasonably possible, return the money and restore the Account balance, as it would have been if there had been no incorrect payment. However, if the Issuer proves that the payee has received the payment amount on time and in full, the Issuer will not be liable in the manner described above.

8.2. The user has the right to request a refund of any fees that have been charged or that have been withdrawn from the Account that are related to a confirmed transaction that was not performed or was incorrectly performed.

## **9. Third-party service providers**

9.1. The user can:

1. instruct the third-party service provider to access the information in 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,

3. as long as the third-party service provider is open and transparent about its identity and acts in accordance with the relevant regulatory requirements (unless the Issuer discloses otherwise, the user may not provide its security information to the third party) the Issuer will treat any instructions from the third-party service provider as given by the user.

9.2. 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.

9.3. 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.

9.4. 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 initiate the transaction by selecting the payment option "Aircash Wallet" on the Store's website, in which case the payment terms of the Store apply. As soon as the Payment is made by the Store, the amount paid will be transferred to the user's Account (minus the Store 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 rate used. Each transaction has a unique transaction ID and is displayed in the transaction history. The issuer will not change the information displayed in your transaction history. You will regularly be able to reconcile incoming payments with your records.

10.2. Payment will not be possible 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. The Issuer shall promptly provide the user with all available information on the executed transactions from the contractual relationship as well as on the Account balance, date of receipt or transfer (debit or currency date), fees paid and, where applicable, the exchange rate used. To achieve this, the Issuer will use the transaction history available in the Account Information section of the Account.

10.5. 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 bills through Aircash wallet**

11.1. Within the Aircash wallet the user has the option of paying bills with electronic money from general payment slips that have a 2D code. 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 application at any time. Also, by executing the order and issuing a payment receipt to the user, it is considered that the user has settled his bill and 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, ie 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 bill 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, ie transaction authorization, and the available balance on the Account is reduced by the 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 based in Croatia 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.

All transaction limits are managed by the Issuer taking into the account user risk assessment. After the initial limits, the Issuer continuously manages the user risk and adjusts limits.

12.2. In addition to ATMs or other self-service devices, cash withdrawals from the Account can also be made at the withdrawal points of contractual partners / distributors based in Croatia, which have a contract with the Issuer to issue or use electronic money and the Account. A list of contractual partners making cash withdrawals can be found on the Website. All transaction limits are managed by the Issuer taking into the account user risk assessment. After the initial limits, the Issuer continuously manages the user risk and adjusts limits.

12.3. 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, that is, 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 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 an identification document (ID or passport).

12.6. The cash withdrawal transaction initiated by the user using the QR code / barcode / 6-digit code obtained 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 payment limit is determined and managed by Aircash, taking into account the user's risk assessment. After setting the initial limits, Aircash continuously manages the risk and for this purpose adjusts the limits in accordance with the risk assessment of the user.

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, ie transaction authorization.

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 mobile 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.

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 message to the e-mail address stored in the profile section or by SMS 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, less the amount of applicable fees. The user may reduce this amount and thus the risk associated with using the Account at any time by reducing the amount in the Account.

## **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.

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. Also, the Issuer is obliged to enable the re-registration for use of the Account service to these users at their own initiative.

15.3. If the user observes 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 user's 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 abuse, 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 user 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 abuse or any other criminal offense, he / she should report it to the competent institutions and initiate appropriate procedures. The issuer is always at disposal of the relevant institutions.

## **16. Fees**

16.1. The Issuer does not charge fees for opening and activating the Account as well as for checking the account balance or other checks. The following fees are charged:

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 accordance with Art. 7 paragraph 1 of the Electronic Money Act, 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. These fees will be displayed to the User before the change of holder is carried out.

16.3. In general, the transactions are free of charge. However, the Issuer may charge a fee for payments from the Account to certain merchants. These fees will be displayed to the user before 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.

16.4. For part of the services, the Issuer defines the fees in accordance with the Price List. The Price List is published on the company's website and is an integral part of these General Terms and Conditions: <https://aircash.eu/en/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 in due time in accordance with the law and these General Terms and Conditions (Amendments to the General Terms and Conditions).

## **17. Account blockage**

17.1. The Issuer may block the user's Account or otherwise restrict its use for justifiable reasons relating to the security of the Account or any of its security features or if it reasonably suspects that the user's Account has been tampered with or fraudulently used or that any of its security features are endangered.

17.2. We will notify the user if we suspend the Account and the reasons for such action in advance, and if we are unable to reasonably do so, then immediately after elimination of the inability, unless the notification to the user would be unlawful or would jeopardize our legitimate security interests. We will unblock the Account as soon as possible after the reasons for blocking and / or suspension and / or restriction of use cease to exist.

## **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 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.

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 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 responsibility**

19.1. The user shall immediately notify the Issuer if he/she notices that an unauthorized or incomplete payment has been made through its Account and its 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 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 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 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 foregoing, 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 must take reasonable steps to assist the user in seeking and recovering the amounts subject to such payments.

19.7. In accordance with the foregoing, the Issuer shall not be liable for any disruption or damage to its service or for interruptions or damages to the intermediary services on which it relies to fulfil its obligations under these General Conditions, provided that such disruption or damage is caused by extraordinary and unforeseeable circumstances beyond the reasonable control of the Issuer or the control of the intermediaries concerned.

## **20. Protection of personal information**

20.1. For the functionality of the Aircash application, it is possible to collect personal information of the user, such as first and last name, telephone number and e-mail address, as well as copies of personal and other documents. The Issuer collects and uses this personal information to maintain the functionality of the Software, to ensure the security of the Accounts and payments, and to provide services to the users, with a confidentiality obligation towards the same users and their information. 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 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). For more information on information protection, read and learn from our Information Protection Policy, which is located on the Website and is also an integral part of these General Terms.

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. If the user does not perform another transaction during the retention period, the Customer Information, just like any marketing choices, will be deleted.

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. 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 authorisation. The user expressly agrees to the Issuer to exchange such personal information with third parties or the Shops 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, 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 did not make an accurate statement of his identity, or concealed other material facts;
2. The user has violated the essential provisions of these General Terms;
3. There is a suspicion that the user has committed a criminal offense or violated anti-money laundering provisions;
4. The user uses the Account in an unlawful manner;
5. There are security doubts 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 suspended. 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 modification of the General Conditions at least 2 (two) months prior to their entry into force. The notification will be emailed to the e-mail address stored in the user's Account.

22.3. In the absence of written objections by the user before the effective date of the amendments to the General Terms and Conditions, the user shall be deemed to have agreed to the changes and such changes will become an integral part of the Agreement with the user. The user has the right to terminate the Contract with the

Issuer without notice before the effective date of the changes. 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 Contract without compensation and notice period.

22.4. Any simple enhancement of the functionality of the service subject to these General Terms, the introduction of a new service or a change in the payment method, or the Stores, will not be considered a change to these General Terms.

### **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 to a third party. Such transfer will not affect the rights of the user.

23.2. The Issuer shall notify the user by e-mail to the e-mail address stored in the user's account about the intended transfer of the contract at least 2 (two) months in advance. The customer may terminate the contract 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 of the Account.

### **24. User notification**

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. Complaints can be filed in one of the following ways:

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

by post: Aircash d.o.o., Ulica grada Vukovara 271, Zagreb

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 counter notification

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 controls, 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 shall be kept in electronic form and shall contain 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 believes, that we have breached our obligations under Chapter II and / or III of the Law on Payment Transactions, ie the Law on Electronic Money, or have acted contrary to Regulation (EU) No 1095/2010, 2015/751 and / or Article 5 (2), (3) and (4) of the Act on the

Implementation of European Union Regulations in the Field of Payments, you may file a complaint with the CNB as a 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](http://www.hgk.hr/centar-za-mirenje)). We are obliged to participate in the alternative dispute resolution process initiated in this way.

## **26. Entry into force**

These General Terms and Conditions enter into force on April 26, 2021. With the entry into force of these General Terms and Conditions, the General Terms and Conditions of November 18, 2020 are repealed.

In Zagreb, on February 26, 2021

Aircash d.o.o.