

## General terms and Conditions of the Blanket Agreement on Issuing and using Diners Club Card

### 1. Information on the Payment Services Provider

**1.1** Provider of services of issuing and using Diners Club Card is Erste Card Club d.o.o., with its headquarters in Ulica Frana Folnegovića 6, Zagreb, tax number (OIB): 85941596441, (hereinafter: ECC).

**1.2** Pursuant to the decision of the Croatian National Bank (hereinafter: CNB), ECC has been registered under number IEN113 into the electronic money institution register managed by CNB. CNB supervises the operations of the ECC.

### 2. Terms

**2.1** Unless otherwise regulated under the Blanket Agreement, the terms used in this Blanket Agreement have the following meaning: Diners Club Card or the Card: Basic Diners Club Card, Additional Diners Club Card, Joint Diners Club Card and Business Diners Club Card

**Basic Diners Club Card:** Card issued to the Basic User who can, based on the use of that Card, request for Additional Diners Club Cards and/or Joint Diners Club Cards to be issued.

**Additional Diners Club Card:** Card issued to the Additional User, at the request of a Basic User, and related to the Basic Diners Club Card.

**Joint Diners Club Card:** Card issued at the request of a Basic User or Business User, and is connected to the Basic, Additional or Business Card.

**Cobrand Card:** Card issued by ECC in cooperation with other business subjects, which enables the User to use specific benefits offered by those business entities.

**Business Diners Club Card:** Card issued at the request of a Business Client, the use of which has been limited to business expenses; it can also be a Diners Club Business or a Diners Club Corporate Card.

**User:** Natural or legal entity, i.e. a business entity that has the right to use the card as a: Basic User, Additional User, Business User and Business Client.

**Consumer:** All natural entities who operate outside of the commercial, business or professional activities.

**Basic User:** A natural person of legal age and with legal capacity, who can be a private user, a senior (people older than 55) and a student user (person to whom the Card can be issued until the age of 26), who acts as a Consumer.

**Additional User:** A natural entity who, at the request of the Basic User, has been issued an Additional Diners Club Card or Joint Diners Club Card, and who acts as a Consumer.

**Business User:** A natural person of legal age and with legal capacity who, at the request of the Business Client, was issued a Business Diners Club Card.

**Business Client:** A business entity on whose request the Business Diners Club Card was issued.

**Payment Recipient:** Business entity, acting as a legal entity, trade or any other business entity, which is receiving financial assets via payment transaction.

**Point of Sale:** Place where goods and/or services offered by the Payment Recipient are being sold, including the device/validator which records the acceptance of Card transactions by pressing the Card, pulling it through or in any other agreed manner. Point of Sale also includes the Internet and mobile apps.

**Customised Security Credentials:** Personalized features provided by the payment services provider to the User, i.e. used for the authentication of the User. Example: PIN (Personal Identification Number) – card personal identification number is a four-digit number assigned to the User by ECC upon approval of the Request; CVV2/CVC2 – control three-digit number printed on the back of the Card; signature by the User on the back of the Card, password and/or one-time password, fingerprint on a mobile device, etc.

**ECC Digital Channels:** Web and mobile applications offered by ECC that allow you to view and receive card related information and spending amount per cards, modify scheduled Card settings, and negotiate additional services available on the application. Information and instructions on contracting available ECC digital channels are available on the official ECC website.

**Authentication:** A procedure used for authentication of the Card User's identity and/or the validity of the Card, for the purpose of carrying out transactions or accessing ECC Digital Channels, including but not limited to verifying the use of Personalized User Security Credentials.

**Reliable authentication:** Is an authentication based on the use of two or more elements belonging to the category of knowledge (something that only the user knows, e.g. PIN), possession (something that only the user owns, such as a mobile device) and distinctiveness (something specific for the user, e.g. a fingerprint), which are mutually independent, which means that the violation of one does not diminish the reliability of others and is designed in such a way as to protect the confidentiality of the data authentication, whereas at least two of these elements must belong to a different category

**Contractual debiting:** Charging the Card for monthly charges (such as energy, water, utility fees, insurance, etc.), based on a prior consent given by the Card User to the Payment Recipient, ECC or third party.

**Card category:** A designation on a Card which clearly specifies if the Card is credit, debit, business/commercial card or prepaid card.

### 3. Subject and Integral Parts of the Blanket Agreement

**3.1** Blanket Agreement on Issuing and Using Diners Club Card (hereinafter: the Blanket Agreement) regulates the rights and commitments of the ECC as a provider of payment services, and the User as the payer, within the meaning of the National Payment System Act.

**3.2** Blanket Agreement consists of: (a) Request for Diners Club Card Issuance (hereinafter: Request), (b) General Terms, (c) Special Terms and Conditions on Issuing and Using Diners Club Card (hereinafter: Special Terms); (d) Decision on Fees for Diners Club Cards, (e) Methodology of Manner and Sequence of Closing Receivables, and if applicable, (f) Decision on Limit and (g) Agreement related to consumer loan approval (hereinafter: Consumer Loan) in accordance with the definition of the term given in the Consumer Credit Act (hereinafter: Integral Parts).

**3.3** Blanket Agreement shall not be used only to finance specific products and/or specific services, therefore it shall not be related to the Loan Agreement within the meaning of the Consumer Credit Act and other regulations regulating consumer protection. The User makes the choice for himself/herself, and ECC must not, in any manner, affect that choice, the choice of products and/services to be bought using the Card, and

the choice of the Point of Sale where the User will make the purchase.

#### **4. Manner and Time of Entering into Blanket Agreement**

**4.1** The Request represents an offer of entering into a Blanket Agreement that is submitted to the ECC by the User. The ECC shall have the right to reject any Card Issue Request.

**4.2** The Basic User agrees and accepts to be allocated by ECC to the group of private or senior users, for which he/she meets the requirements.

**4.3** ECC shall issue the Card no later than 10 working days from the date of the conclusion of the Blanket Agreement.

**4.4** The Blanket Agreement shall be deemed as concluded on the day of ECC's approval of the Request.

**4.5** By using the Card for the first time, the User agrees that the ECC fulfilled its information commitment pursuant to the National Payment System Act

#### **5. Card Functionalities**

**5.1** The card has following functionalities: (a) one-time purchase; (b) repayment by instalments; (c) consumer loan; (d) contractual debiting in Croatia; (e) cash withdrawal at ATMs and withdrawal counters in the Republic of Croatia and abroad (hereinafter: Basic Functionalities).

**5.2** Student users do not have the possibility to contract direct debits.

**5.3** The card with a chip for contactless payment has the functionality of contactless payment. At Points of Sale the User chooses if he/she wishes to pay by Card by contact (inserting or pulling the Card through a POS device) or make contactless payment (by pressing the Card on the POS device).

**5.4** If the ECC enables specific benefits for its Card Users, such as the right to insurance or participation in an award programme, the said benefits are set in the rules of the programme, which do not constitute an integral part of the Blanket Agreement.

**5.5** Basic functionalities for each card and additional functionalities provided by ECC i.e. ECC's business partner (e.g. Co-brand Card), have been defined in Special Terms.

**5.6** ECC may, at the request of the User, restrict or exclude certain ways of using the Card (e.g. payment on the Internet, abroad, cash withdrawal, payment of lottery games).

#### **6. Using the Card and its Personalised Safety Characteristics**

**6.1** The User is obliged to sign the back of the Card. Otherwise, he/she shall be responsible for damages that the ECC could suffer due to the misuse of an unsigned Card.

**6.2** Immediately after receiving the PIN code, the User shall proceed with it with strict confidentiality and shall not make it available to any third party in any manner. Should the User fail to do so and the PIN code is misused, the User shall bear all the costs incurred by such misuse.

**6.3** The User shall make all other reasonable protection measures for the protection of Personalized Safety Characteristics and the Card. If the Card is used by a third party and if the User was aware of that or should have been aware, it shall be deemed as misuse of the Card and in said case the ECC has the right to terminate the Blanket Agreement.

**6.4** The User shall carefully handle Personalized Safety Characteristics. The user must ensure that the websites he/she uses to make online payments are secured by a safety encryption protocol, which ensures secure data transfer between the User's computer and the provider of online payment services.

**6.5** The User shall be obliged to undertake all reasonable security measures during online payments, such as using anti-virus programmes, initiating payments on computers with limited access, activating the firewall option in the operating system, using licensed software (operating system, browser) as well as regular and appropriate computer maintenance. Safety protection instructions for internet payments have been published on websites [www.diners.hr](http://www.diners.hr) and [www.erstecardclub.hr](http://www.erstecardclub.hr).

**6.6** The User understands and agrees that all websites that allow internet payment have unique rules and procedures which have to be followed by the User when making payment transactions.

**6.7** The Card shall not be used as debt payment security instrument, it shall not be used to withdraw cash by simulating buying and selling or by paying for fictive goods or services and for buying and selling that is contrary to the regulations of the Republic of Croatia. The Card cannot be transferred to another person and can only be used by the User whose name is on the Card. The User shall not use the Card for any illicit purposes.

**6.8** Users are obliged to inform the ECC without any delay of any loss or theft, suspected or actual misuse of the Card via telephone: 08001144, or telephone for foreign calls: +385 1 4929 113, or through other available communication channels. Loss or theft of a PIN code must be reported by the User at +385 1 4929 555. ECC can decide to record any such telephone conversation.

**6.9** If the User, after reporting the loss or theft of the Card, finds said Card, it cannot be used, but the User shall immediately report it to ECC on telephone numbers given in the last paragraph, and shall follow the instructions provided by ECC. Otherwise, he/she shall bear all costs charged to the Card.

**6.10** The User agrees to the possibility of being requested to present an identification document with a picture by any employee at the Point of Sale for the purpose of identity verification.

#### **7. Limit on Spending**

**7.1** If the Basic User submits the Request for Basic Card Issuance for the first time, ECC may set a spending limit on all cards issued at his/hers request to the amount corresponding to the amount of monthly net income paid to the Basic User, submitted to ECC together with the Request or subsequently, multiplied by a coefficient to a maximum of 3.8.

**7.2** Spending Limit and Limit on Spending per Card is set with the Decision on Limits (hereinafter: the Limit), if applicable. ECC can unilaterally change the Spending Limit taking into account the risk assessment of the User, his/hers spending habits, income of the User i.e. guarantor payer, as well as credit worthiness of the Business Client and credit indebtedness of which it has knowledge. Upon making a change related

to the amount of the Limit, ECC will inform the User through the Decision on Limit and, if possible, over the phone.

**7.3** After setting the initial spending limit, ECC continuously manages the risk and adjusts the spending limit according to the risk assessment for the User. Risk assessment of the User depends on the duration of Card usage, the amount of monthly net income, timely settlement of liabilities, the amount and structure of consumption, the total amount due and accrued expenses and changes in property circumstances of the User.

**7.4** If costs incurred with the Card exceed the limit, the User shall pay to ECC for all such costs, otherwise the cost amount exceeding the contracted limit shall be deemed as acquired without basis by the User, and legal penalty interests will be calculated by the ECC on each such amount from the date it was incurred until payment date.

**7.5** The User agrees that ECC can unilaterally change the spending limit taking into account the risk assessment of the User, his/hers spending habits, income of the User i.e. guarantor payer, as well as credit worthiness of the Business Client and credit indebtedness of which it has knowledge.

**7.6** If the User uses more than one Card, the contracting parties can agree on redistributing the limit on spending per Card.

**7.7** Card users can check their spending limits per cards via a voice machine on the phone number +385 1 4929 555 and through digital channels, e.g. ECC mobile application.

## **8. Blocking Cards**

**8.1** ECC has the right to block the use of the Card at any given moment due to the following reasons:

- a) for security of the Card as a payment instrument
- b) when there is a suspicion of unauthorised Card use or in case of any suspicion of Card use with intention to commit fraud
- c) in case of significant increase of the risk that the User, or person responsible for payment of costs, will not be able to fulfil his/her commitment to ECC on any grounds
- d) if there is a need to adapt ECC's business with positive legal regulations
- e) if the User does not submit the data / documents requested by ECC within the given deadline
- f) in case of using the Card contrary to the Blanket Agreement
- g) at the request of the User

**8.2** ECC will inform the User on the Note of Costs of the conditions under which ECC can block the Card due to the delay in payment of invoices. In all other cases of blocking, ECC shall inform the User immediately before blocking the card, unless the provision of such notice would be contrary to objectively justified security reasons or law. ECC can decide to record any such telephone conversation.

**8.3** If ECC is not able to inform the User before blocking the Card, ECC is obliged to do it immediately after blocking the Card. If ECC fails to contact the User by telephone even after the second attempt, it shall send a written notice to the User or an update via e-mail or SMS or in another appropriate manner.

**8.4** Any attempt to use the Card after the notification on Card blocking represents its unauthorized use and it serves as a reason for termination of the Blanket Agreement and all other agreements that the User has with ECC.

**8.5** Unblocking the Card that is blocked due to payment delays will only be possible after all the card expenses have been settled.

**8.6** Blocking the Card shall not affect its expiry date and the commitment to pay monthly fees; ECC, if it evaluates that the reasons for the blocking no longer exist, shall allow the User to continue with the use of the Card, if the Blanket Agreement for the Card was not cancelled or terminated during that period.

## **9. Payment transaction authorisation and its revocation**

**9.1** The User authorises the payment transaction in one of the following ways:

- a) By signing the slip.
- b) By entering PIN number.
- c) Providing the Card to an employee at the Point of Sale. At Points of Sale where is not possible to sign the slip due to technology issues or the sales process (e. g. toll).
- d) By signing the slip on the screen of the smart device.
- e) By communicating Personalized Safety Characteristics of the Card required for the acceptance of the Card via Internet, telephone or in a written form.
- f) By using the device that registers the acceptance of the Card by placing the Card on, inserting it in or pulling it through the device.
- g) Paying bills that contain payment transaction amount without contesting the payment transaction in accordance with these General Terms.
- h) By submitting a request for contractual debit.

**9.2** When giving approval for the transaction authorised with a PIN code, the User shall enter the PIN code and keep a copy of the transaction confirmation. Electronic information on cash withdrawal transaction authorised with a PIN code that were delivered to ECC by the payer serves as an order by the User to execute payment transaction. If the User pays the Note of Costs using the e-cash service, selection of e-cash service serves as an order by the User to execute payment transaction.

**9.3** While signing the transaction confirmation (slip), the User is required to sign the slip in the same way as on the Card. The User is required to submit a signed copy of the slip at the Point of Sale and keep one copy. In case of a transaction made on an mPOS device, the User will receive the receipt electronically, via email or telephone number provided at the Point of Sale during the transaction. If the transaction data is not electronically delivered to the User, the User agrees and acknowledges that the transaction data will be sent on the Note of Costs.

**9.4** Maximum transaction amount charged with the Card via contactless payment, and which does not require signature on the receipt or PIN, depends on the country within the framework defined by Diners Club International, and for the Republic of Croatia, that amount is HRK 100.00. In said case it is not required from the Point of Sale to deliver a receipt (slip), but if a User wishes a receipt (slip), he/she can request it at the Point of Sale. In all cases, regardless of the amount, the ECC retains the right to request from the User to sign the slip or enter the PIN number.

**9.5** Card user cannot recall authorisation for implementing payment transaction after authorising the payment transaction in any said way, unless the Point of Sale delivers the authorisation to ECC in writing.

## **10. Responsibility for Authorised Payment Transactions**

**10.1** Basic User is responsible for the commitments that are charged to Basic and Additional Diners Club Cards and related Diners Club Cards.

**10.2** Additional Diners Club Card user is responsible for the commitments that are charged to the Additional Diners Club Cards and related Diners Club Cards. In case of a revolving card, the Additional User is a joint guarantor for the commitments of the Basic User based on the approved Revolving Loan. The Additional User can recall liability in a way that, within 15 days from the day the Card was received, he/she returns to ECC the Card cut in half, with which no transaction has been executed.

**10.3** Related Diners Club Card user is responsible for the commitments that are charged to the Related Diners Club Card.

**10.4** Business Client is responsible for the commitments that are charged to the Diners Club Corporate Card and Diners Club Business Card. Business User of Diners Club Business card, if at the moment of the request being submitted, is also the person authorised to represent and/or founder and/or co-founder of the Business Client, the Business User is jointly with the Business Client responsible for all debts of the Business Client to ECC.

**10.5** Commitments by authorised payment transactions charged on the Card are the responsibility of the persons who, for said purpose, established collateral conditions with the ECC or took over the commitment of joint liability or co-debt.

## **11. Responsibility for Unauthorised Payment Transactions**

**11.1** Previous provisions under this Article apply to the responsibility for executed unauthorised transactions, more specifically to:

- a) Up to a maximum amount of HRK 375.00 if the execution is a consequence of using a lost or stolen Card or a consequence of any other misuse of the Card; and
- b) In the full amount if the User proceeded fraudulently, or unintentionally or due to gross negligence failed to fulfil one of his/her commitments under the Blanket Agreement.

**11.2** Provisions of previous paragraph shall not be applied to the responsibilities for unauthorised payment transactions executed after the User has informed the ECC, unless he/she acted in fraudulent manner.

## **12. Time of Receipt of the Payment Order and Time of its Execution**

**12.1** Collective Payment receipts and electronic information on the transaction authorised which were delivered to the ECC are deemed an order by the User to execute payment transaction.

**12.2** The time the Payment Order is received is the moment when ECC receives an order for payment of costs incurred by the Card or through a Point of Sale as the Recipient or a third party with whom the Point of Sale contracted the forwarding of payment orders to ECC. If the receipt of the payment order does not fall on a working day of ECC (Saturday, Sunday or national holidays) or if the order is received on a working day after 11:59 p.m., the payment order shall be considered to be received on the next working day.

**12.3** The User shall inform ECC if one of the costs was not recorded on the Note of Costs that was issued. The notification shall include the name of the Point of Sale, date the cost was incurred and the cost amount. Based on said notice, ECC contacts the Point of Sale in order to acquire the Payment Order. If the User fails to inform ECC of the incurred unregistered expense, the User understands and agrees that ECC may charge these costs and any accompanying statutory interest at any point within the 5-year statute of limitations period that starts from the day following the day of incurring costs.

## **13. Note of Costs**

**13.1** Once a month, ECC issues to the Basic User or to the Business Client a notice with information on received payment orders and other costs incurred in the accounting period to which the notice relates, of which ECC was informed by the time of issuing that notice (hereinafter: Note of Costs). ECC shall deliver the Note of Costs in paper form or on other permanent data storage medium. Note of Costs can be delivered by ECC through digital channels to Basic Users who are using ECC digital channels. At the request of the User, ECC shall deliver the Note of Costs in paper form. In case of termination of the Blanket Agreement or cancellation of contracted ECC digital channels, the Note of Costs will be sent via mail.

**13.2** Basic User or Business Client shall pay the total amount stated on the Note of Costs by the maturity date and in full, except for cases of disputed unauthorised payment transactions. Processing the payments made by the User takes place in accordance with the National Payment Clearing System Payment Schedule (NSA). In case of failure to pay the Note of Costs by the maturity date, ECC shall charge legal penalty interest rates. If the final day of the Note of Costs maturity date is Saturday, Sunday or any other holiday, the final day of the maturity date is the following working day.

**13.3** Maturity date for paying the Note of Costs for Basic Users and Diners Club Business Card users is 12 days from the day of its issuance, and for Diners Club Corporate cards 14 days from the day of its issuance, unless otherwise agreed.

**13.4** Basic User or Business Client can apply for a change of the Note of Costs issuance date. Rescheduling the Note of Costs issuance date can affect the representation of more than one instalment in case of a purchase in instalments, consumer loan, Diners Club Plus card, Diners Club RateToGo card or cash loan and the cost of direct debits.

**13.5** In the event that an overpayment was recorded at the last Note of Costs, the User is entitled to a refund of overpaid funds by ECC. After receiving the information on the overpayment, the User shall deliver to ECC an account number (IBAN) for the payment of said prepaid amount. If the ECC has information on IBAN from previous payments, the refund will be made to that IBAN number. ECC hereby declares the offsetting of the prepaid amount if there is an ECC claim towards the User.

#### 14. Procedure in case of Unauthorised or Incorrectly Executed Payment Transactions

**14.1** If the User deems that an authorised transaction is recorded on the Note of Costs or that it was executed incorrectly, the User shall immediately, no later than 13 months from the payment day, submit a written statement to ECC disputing the authorisation or the correctness of the payment in writing to the headquarters address, via fax no.: +385 1 4920 400 or via email on: reklamacije@ecc.hr.

**14.2** After receiving the above mentioned written statement, ECC will immediately return the charged Card in the state that the Card would have been in, had the transaction not been executed. ECC shall start the procedure to establish the authentication or correctness of payment transaction, and will inform the User of steps taken. Depending on the results, ECC shall start further procedures for settlement or court procedures with regard to the settlement of disputed transaction.

**14.3** If the User disputes correct execution of a payment transaction for reasons under the contracting relationship of the User with the Point of Sale, the User shall solve the complaint directly with the Point of Sale.

#### 15. Settling Complaints with Points of Sale and Withdrawal Counters

**15.1** The User uses the Card at ATMs and on withdrawal counters at his/her own risk. In case of any complaints by the User regarding incomplete withdrawal and/or incorrect recording of the amount withdrawn from the withdrawal counter or ATM, as well as ATM maintenance, its proper operation, cash supply, retaining or damaging the Card, ECC shall, in cooperation with the business subjects that own the ATMs or withdrawal counters where cash withdrawal took place, proceed to solve the complaint.

**15.2** The User shall settle solely with the Point of Sale all possible disagreements and disputes regarding the quality and delivery of goods and/or services, i.e. material or legal faults on the goods and/or services. ECC bears no responsibility for any damage the User has suffered, as well as consequences of the failure of the Point of Sale to fulfil entirely or in part contractual commitments.

**15.3** If the User submits a complaint to the Point of Sale with regard to goods and/or services paid for by the Card, and the Point of Sale agrees, following a valid complaint, to accept the return of goods and/or services or to cancel or reduce relevant costs, ECC shall, based on explicit written instruction of the Point of Sale, charge back or reduce the costs and ensure that the Point of Sale issues such an instruction to ECC.

#### 16. Fees, Reference Exchange Rate for Converting Costs into HRK

**16.1** Costs incurred by using the Card at Points of Sale in the Republic of Croatia in the case when the Card is being used to pay for goods and/or services charged in foreign currency, because the direct provider of services is a foreign Point of Sale or an international reservation system is used, or for any other reason (such as an airline ticket or hotel accommodation services), regardless of the exchange rate applied by the respective Point of Sale, reservation system or any third party (a) in currencies that are listed on ESB exchange rate list, are converted into HRK in accordance with the ESB selling rate for foreign currencies applicable on the transaction date, (b) in currencies that are not listed on ESB exchange rate list, are converted into HRK in accordance with the ECC selling rate for foreign currencies applicable on the transaction date. Cash and costs of cash withdrawal abroad (a) in currencies that are listed on ESB exchange rate list, costs are converted into HRK in accordance with the ESB selling rate for foreign currencies applicable on the transaction date; (b) in currencies that are not listed on ESB exchange rate list, costs are converted into HRK in accordance with ECC selling rate for foreign currencies applicable on the transaction date. ECC selling exchange rate is available at [www.erstecardclub.hr](http://www.erstecardclub.hr), and ESB selling exchange rate at [www.erstebank.hr](http://www.erstebank.hr).

**16.2** Fees for issuance and use of the Card and other ECC products connected to the Card is set and amended by the ECC Decision on Fees for Diners Club Cards i.e. applicable Special Terms.

**16.3** Membership fee for Cards can be charged per month or per year. Annual and monthly membership fees for new User is calculated within 30 days after the approval of the Request.

**16.4** Annual membership fee for existing Users shall be calculated after the expiry of 12 months from the previous date of membership calculation.

**16.5** By using the Card at ATMs and POS networks that are not owned by ECC, the User can be charged fees for one-time payment transactions by owners of ATM and POS network, and which cannot be influenced by ECC.

#### 17. Assessment of Financial Possibilities, Debt Insurance by ECC and Fulfilment Sequence

**17.1** ECC is authorised during the entire duration period of the Blanket Agreement, for the purpose of risk assessment and risk management, to request from the User and his employer information and documentation on regular and extraordinary income and User solvency, which the User is obliged to deliver to ECC, which includes statements on the bases of which the ECC can request a credit report from the Croatian Registry of Loan Obligations (HROK).

**17.2** If ECC, at any given moment, requires issued security instruments for commitments of the User to ECC, the User shall, within the deadline set by the ECC, deliver the required security instruments. Delivered security instruments can be used to settle any commitments of the User towards ECC.

**17.3** The User shall immediately inform ECC on any change to the employment status, as well as any other change of employer or monthly income payer. The User shall inform ECC of any possible account being blocked or a reason for pre-insolvency or insolvency proceedings of the employer. The User is obliged to inform ECC of the opening of insolvency proceedings of the consumer.

**17.4** Violation of User commitments under above mentioned paragraphs is reason for the termination of Blanket Agreement and all other agreements the User entered with ECC, without required additional deadline for the fulfilment of said commitments.

**17.5** If there are more similar commitments of the User to ECC, and it was not otherwise explicitly regulated, any payments made by the User or any other person for the commitments of the User shall be calculated in accordance with the established Methodology of Manner and Sequence of Closing Receivables.

#### 18. Blanket Agreement Duration Period

**18.1** Blanket Agreement is signed for an indefinite period of time, regardless of the Card expiry date. If no contracting party terminates the Blanket Agreement and there are no reasons to block the Card and to terminate the Blanket Agreement, ECC will issue a Card with a new expiry date to the User and proceed to do so until cancellation, termination or end of the Blanket Agreement.

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**18.2** In case a Card is issued with a new expiry date, and if the Card being issued again had no contactless functions, ECC may issue a new Card with contactless functions to the User. If the User does not wish to use a contactless Card, the User is obliged to inform ECC about it, no later than fourteen days from the date the Card was delivered.

**18.3** Regardless of the expiry date of the Card issued pursuant to the Blanket Agreement, by cancelling, terminating or ending the Blanket Agreement in any manner possible, the right of use ends and the User shall immediately return a halved Card to ECC headquarters address or to the nearest ESB branch office. Any use of said Card after the end of Blanket Agreement shall be deemed unauthorised use of Card and represent intentional misuse of the Card by the User. In case of cancellation, termination or end of Blanket Agreement in any manner, all costs and commitments charged on the Card are due on the date the Blanket Agreement ends.

**18.4** If the Card, while it is valid, gets lost, damaged or stolen and ECC issues a replacement Card, the same Blanket Agreement that applied to the lost, damaged or stolen Card shall automatically transfer to the replacement Card.

## **19. Modifications, Cancellation and Termination of Blanket Agreement**

**19.1** ECC is authorised to propose Blanket Agreement modifications, i.e. modifications of any Integral Part of the Blanket Agreement, at least two months before they become effective.

**19.2** The notice on modifications of any Integral Part, shall be delivered by ECC to the Basic User and to the Business Client in one of following ways: in a separate letter or in a letter enclosing the Note of Costs or in an e-mail and/or via a contracted ECC digital channel at least two months before the amendments enter into force. Notice of the Amendment to the Special Terms shall be delivered to Users to whom the Special Terms relate to. The User can at any given moment, after the notification, request from ECC amended Integral Parts of the Blanket Agreement, and can also collect them in person in Erste&Steiermärkische Bank d.d. branches or via internet on the ECC website.

**19.3** The User agrees that, in case the Card he/she uses is no longer issued by ECC, ECC shall provide him/her with another card that contains basic functionalities of the existing Card. ECC shall inform the User about it at least two months in advance. The User understands that it does not necessarily involve physical replacement of the card.

**19.4** If the User fails to communicate to ECC in writing his refusal of the amendments to the Blanket Agreement up to the proposed date of their entry into force, it shall be deemed that he accepted the amendments to the Blanket Agreement.

**19.5** If the User does not accept proposed amendments to Blanket Agreement, he/she is entitled to terminate the Blanket Agreement on any date before such amendments enter into force.

**19.6** The User agrees that amendments favouring the User may be executed immediately, without prior notification.

**19.7** The User can, without providing a specific reason, cancel the Blanket Agreement with one month notice period, which shall start on the date the written cancellation notice is delivered via registered mail to ECC or to an ESB branch office.

**19.8** ECC can, without providing a specific reason, cancel the Blanket Agreement with a two month notice period, which shall start on the date the written cancellation notice is sent via registered mail to the address of the User.

**19.9** The User and ECC can terminate the Blanket Agreement if the other contracting party violates any of its commitments under the Blanket Agreement and such violation is not eliminated within 15 days from the date the notification on the violation of commitments is sent via registered mail, and which describes said violation. If the violation is not rectified within the given deadline, the notification about the violation shall be considered to be a statement on termination of the Blanket Agreement, and the Blanket Agreement shall be terminated on the fifteenth day from the day of sending the notification without the need to send any additional statements. In cases where the immediate termination of the Blanket Agreement is possible, the termination shall become effective on the day of mailing the termination notice by registered mail to the address of the other contracting party

**19.10** In all cases, ECC is authorised, without providing additional deadline and reasoning, to terminate any Blanket Agreement with the User if (a) the User has any financial commitments to ECC on any grounds, which are due and not paid within 30 days from the maturity date, (b) the monthly income amount available for payment to the User is smaller than the required free income for Card authorisation, which is periodically set by the ECC, and (c) if ECC has a reasonable doubt of unauthorised use of Card contrary to the Blanket Agreement and/or contrary to the law; (d) if it is established that the Blanket Agreement was signed based on false or incomplete information; (e) in case of insolvency proceedings of the consumer and (f) if the User does not submit the data/documents requested by ECC within the given deadline.

**19.11** In case of cancellation or termination of Blanket Agreement, the User has the right of refund of a part of annual membership fee proportionate to the time between the end of the month when the Blanket Agreement was cancelled or terminated and the end of the period of the annual membership fee. Return of proportional part of membership fee is rounded up to 2 decimal places. ECC makes a set-off on due payment claims to the User, regarding the return of proportional part of membership fee. The User has no right to refund the monthly membership fee that was charged in the calendar month in which the request for cancellation was received.

**19.12** The Additional User and the Business User can cancel or terminate the Blanket Agreement only on their own behalf, or for a Card issued on their behalf, while the Basic User and the Business Client can cancel or terminate a Blanket Agreement with regard to any Card issued at their Request.

**19.13** If the Basic User cancels or terminates the Blanket Agreement with regard to the Basic Diners Club Card, it shall be automatically cancelled or terminated with regard to all other Additional and Related Diners Club Cards. This provision shall apply to the cancellation or termination of Blanket Agreement by the ECC. In case of cancellation or termination of Blanket Agreement, the User is obliged to pay costs charged on the Card.

**19.14** The User has the right to unilaterally terminate the Blanket Agreement within 15 days from the day the Card and Integral parts were received, by sending a written notification on termination of the Blanket Agreement via registered mail or immediately via delivery to ECC headquarters address. Unilateral termination is not possible if the User has used the Card to pay for expenses.

**19.15** ECC will ask student users to provide a proof of income, 90 days before they reach 30 years of age, in order for them to become Private users. If a student user does not submit a proof of income to ECC until the expiration of a defined deadline, the existing Blanket Agreement shall be terminated.

**19.16** The User is obliged to provide ECC with updated and correct information in regard with fulfilment of rights and commitments from the Blanket Agreement and positive legal regulations. Violation of these User commitments is a valid reason for the termination of the Blanket Agreement and all other agreements the User signed with ECC without the need to provide any explanations and an additional deadline for the fulfilment of said commitments.

## 20. Personal Data

Information on legal basis, procedures and purposes of personal information processing by the ECC, as well as all other information pursuant to Regulation (EU) 2016/679 of European Parliament and the Council regarding the protection of natural persons with regard to personal data processing and free movement of such data, can be found in the Information on Processing of Personal Data which are available at headquarters, on ECC's website and at ESB's branches.

## 21. Communication and Informing Users

**21.1** Blanket Agreement shall be concluded in Croatian language and all communication related thereto shall be conducted in Croatian.

**21.2** All Integral Parts of a Blanket Agreement for a requested Card are available in Erste&Steiermärkische Bank d.d. branch offices (hereinafter: ESB) or via internet on [www.diners.hr](http://www.diners.hr) and [www.erstecardclub.hr](http://www.erstecardclub.hr), and can also be delivered by post or e-mail.

**21.3** Unless otherwise agreed in a special agreement, all communication with ECC can be conducted in writing to the headquarters address: Zagreb, Ulica Frana Folnegovića 6; via email to [info@erstecardclub.hr](mailto:info@erstecardclub.hr); via telephone: +385 1 4929 555 and via fax: +385 1 4920 400 or via internet on [www.erstecardclub.hr](http://www.erstecardclub.hr) and [www.diners.hr](http://www.diners.hr).

**21.4** Delivery of Card and other documents to the User, shall be made at the address of the Basic User and the Business User, i.e. Business Client.

**21.5** PIN shall be delivered to the User via regular mail, through ECC digital channels or in some other appropriate manner.

**21.6** In the event of any change of contact information, the User shall immediately inform ECC thereof, in which case all deliveries will be submitted to new contact details. If the User fails to inform ECC of the change, the User shall bear all the consequences of such failure.

**21.7** Notes of Costs and all other packages delivered by mail, apart from those containing Cards or which were otherwise specified under these General Terms, shall be delivered via regular mail, unless the Basic User or the Business Client does not request in writing to be delivered via registered mail. In that case the User shall pay the fee set in the Decision on Fees for Diners Club Cards.

**21.8** All Users of ECC digital channels receive notifications electronically, including notices on amendments and modifications of the Blanket Agreement, where the day the notifications are received is the day when notification is made available at the ECC digital channel or in the e-mail sent to the User. At the request of the User, ECC shall deliver notifications, apart from marketing materials, in paper form.

**21.9** ECC reserves the right to approve the use of benefits available via ECC digital channels in accordance with the User's risk assessment referred to in Article 7.3 of these General Terms. It is possible that the User will not be able to use the aforementioned benefits unless they meet the conditions on which the risk rating is based.

**21.10** Basic Users who are using ECC digital channels shall receive Notes of Costs electronically via ECC digital channels, whereby the day the Note of Costs is received is the day when the Note of Costs is made available on the contracted ECC digital channel.

**21.11** ECC will notify the Users about the facts and events relevant to the use of the Card by sending notices to the User's address and via e-mail, regular mail and ECC digital channels.

## 22. Cession of Rights and Commitments from the Blanket Agreement

**22.1** The User agrees that ECC can, without any additional agreement from the User, cede or in any other manner transfer its rights and commitments under the Blanket Agreement.

## 23. Settling Complaints

**23.1** If the User deems that ECC has violated its commitments under Chapter II and/or III of the National Payment System Act and Chapter II and/or III of the Electronic Money Act or failed to comply with the Regulation (EU) No. 2015/751, the User can file a complaint to ECC:

- a) via mail to ECC business address
- b) via email
- c) at the business premises of ECC and in ESB's branches
- d) via telephone
- e) via fax

to which the ECC is obliged to deliver the final response, on paper or other permanent data carrier, within 10 business days of receipt of the complaint. ECC will respond by electronic mail to complaints received by electronic mail and will respond by telephone to the objections received by telephone, unless the User has not been satisfied with the response, in which case the objections received by telephone will be answered in writing, which includes the electronic mail. If the ECC cannot provide its response to the User within prescribed time limit due to reasons beyond ECC's control, the ECC shall send the User a provisional response containing reasons for delay and the deadline for the User to submit the final complaint response, which shall not be longer than 35 days.

**23.2** If the User or any other person with a legal interest, including consumer associations, deems that ECC has violated its commitments under Chapter II and/or III of the National Payment System Act and Electronic Money Act or acted contrary to the Regulation (EU) No. 2015/751 and/or Article 5, paragraphs 2, 3 and 4 of the Act on the Implementation of EU Regulations Governing Payment Systems, he/she can complain to the CNB as the authorised body.

**23.3** A mediation proposal may be submitted by the User who is also a Consumer to the Mediation Centre of the Croatian Chamber of Economy, Zagreb, Rooseveltov trg 2, webpage [www.hgk.hr/centar-za-mirenje](http://www.hgk.hr/centar-za-mirenje). ECC is obliged to participate in such an initiated alternative dispute settlement procedure.

## 24. Final Provisions

**24.1** Blanket Agreement is governed by the applicable law of the Republic of Croatia.

**24.2** In case of any disputes arising from this Agreement, the court in Zagreb shall have territorial jurisdiction.

## 25. Entering into Force

General Terms of the Blanket Agreement on Issuing and Using the Diners Club card shall enter into force on 1st June 2019 for all Blanket Agreements concluded on or after 1st June 2019, and in relation to Blanket Agreements concluded up to and on 31st May 2019 on 15th September 2019, and shall replace the General Terms for Issuing and Using the Diners Club card No. OU-DC/06-2018/01 valid as of 15th July 2018. The exception is the Article 19.15 that shall enter into force for all Blanket Agreements on 15th September 2019.

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