

GENERAL TERMS AND CONDITIONS OF THE BLANKET AGREEMENT ON ISSUING AND USING DINERS CLUB RIJEKA CITY CARD PREPAID ISSUED BY ERSTE CARD CLUB D.O.O.

1. Payment services provider information

- 1.1 The issuer of the Diners Club Rijeka City Card prepaid (hereinafter: the Card) is Erste Card Club d.o.o., with its registered office in Praška 5, Zagreb, PIN: 85941596441, (hereinafter: the ECC).
- 1.2 Unless otherwise stipulated in these General Terms and Conditions of the Blanket Agreement on Issuing and Using the Diners Club Rijeka City Card prepaid Issued by Erste Card Club d.o.o. (hereinafter: the General Terms), all communication with the ECC can be done in writing to the address of its registered office at Praška 5, Zagreb, to its e-mail address info@erstecardclub.hr, by telephone at: +385 1 4929 555 or fax at: +385 1 4920 400.
- 1.3 Pursuant to the Electronic Money Act, the ECC obtained a decision of the Croatian National Bank no. 364-020/12-11/ ŽR of 16 December 2011 granting the ECC approval to (i) issue electronic money and provide payment services related to the issue of electronic money; (ii) execute payment transactions carried out using payment cards or similar instruments, where the funds of the payment services user are covered by a credit line; (iii) issue and accept payment instruments. In accordance with the cited decision, the ECC is registered under no. IEN113 in the register of electronic money institutions kept by the Croatian National Bank (hereinafter: CNB). CNB supervises the implementation of the Electronic Money Act and National Payment System Act.

2. Terms

- 2.1 Unless explicitly stated otherwise in the Blanket Agreement, the terms used in the Blanket Agreement shall mean the following:

Card: the Diners Club Rijeka City Card prepaid issued by the ECC that can electronically hold a maximum of HRK 1,000.00 (in letters: one thousand); this deposit transforms the funds into electronic money and enables the initiation of one-time purchases at Points of Sale; moreover, regardless of the deposit, it enables the registration of rights to use and pay for the use of city services provided by City Service Providers.

User: natural person of legal age and with legal capacity and/or a minor above the age of seven to whom the Card was issued at his request or the request of his legal representative, whose name is written on the Card, and who is authorised to use the Card in accordance with these General Terms. When the User is a minor, all User obligations referred to in these General Terms shall also apply to the User's legal representatives.

City Service Providers: companies and institutions owned by the City of Rijeka that use the city's information and communication system Rijeka City Card and that accept the Card as (i) an instrument used to register the rights to use city services and (ii) an instrument for paying city services; the list of which is published on the following websites: www.diners.com.hr and www.erstecardclub.hr.

Point of Sale: avenue for selling goods and services where RCC POS and/or the Validator are exclusively installed; website www.rijekacitycard.hr and ECC Online Services, where the Card is accepted as a non-cash means of payment.

Validator: device used for reading the rights to use city services and executing payment transactions for the use of city services by debiting the funds stored on the Card.

RCC POS: POS terminals installed at Points of Sale in the City of Rijeka which will be the only locations where the Card can be used for contactless payments.

ECC Online Services: these enable users to track Card charges, activation/deactivation of specific services and the use of other services defined in the General Terms of the Agreement on using ECC Online Services, and accessed at <https://online.erstecardclub.hr>.

RCC Loyalty Programme: rewards programme for Users organised by the rewards programme organiser; a separate agreement for this rewards programme that defines the terms of the RCC Loyalty Programme is concluded between the User and the organiser.

Customised security features: the eleven-digit card number printed on the front of the Card, password and user name for ECC Online Services

3. Subject and integral parts of the Blanket Agreement

- 3.1 The Blanket Agreement governs the rights and obligations of the ECC as the payment services provider referred to in Article 1 of these General Terms and the rights and obligations of (i) the person to whom the Card was issued upon request or (ii) the minor to whom the Card was issued at the request of his legal representative, and who accepted the issue in accordance with these General Terms.
- 3.2 The Blanket Agreement consists of the Card Issue Request (hereinafter: the Request) used by the applicant to request the ECC to issue a Card, (ii) these General Terms and (iii) the Decision on Fees for the Diners Club Rijeka City Card prepaid (hereinafter: the Decision on Fees), which all form an integral part thereof (hereinafter: the Integral Parts) and may be changed from time to time in the manner defined in these General Terms.
- 3.3 The Card shall not enable the User to participate in ECC's rewards programmes, unless the ECC decides otherwise. The Card shall enable participation in the RCC Loyalty Programme.

4. Manner, and timing of the conclusion and parties of the Blanket Agreement

- 4.1 The Blanket Agreement may be concluded at the Request of the natural person as a consumer within its meaning defined in the National Payment System Act.
- 4.2 The person who wants to conclude a Blanket Agreement may request the ECC at any time to provide him with all Integral Parts of the Blanket Agreement. He may also collect them personally in branch offices of Erste & Steiermärkische Bank d.d. in the City of Rijeka that have been designated for this purpose and whose list can be found on the following websites: www.diners.com.hr, www.erstecardclub.hr and www.rijekacitycard.hr (hereinafter: ESB Branch Offices), in the branch office of the utility company Autotrolej d.o.o., Rijeka, Jelačićev trg 3 (hereinafter: Autotrolej Branch Office) or download it from ECC's websites www.diners.com.hr, www.erstecardclub.hr and www.rijekacitycard.hr.
- 4.3 Within the meaning of Article 256 of the Civil Obligations Act, a Request shall be an offer to conclude the Blanket Agreement submitted by the signatories to the ECC. By submitting the signed Request, the applicant and any other signatory that is a potential user of the Card or the legal representative of the applicant hereby confirms in the name and on behalf of the person who they legally represent that: (i) they have received all General Terms and Integral Parts prior to submitting the Request and have reviewed these General Terms and all Integral Parts prior to submitting the request and (ii) that they hereby accept all of their provisions and oblige to comply with them.
- 4.4 The Card shall be issued to the User based on the accepted accurate and signed Request, and only the rights to use city services provided by City Service Providers shall be registered on it (for example: right to annual pass for public transportation, annual or monthly parking, theatre subscription, etc.). Immediately after the ECC receives the User's first payment of the funds to be stored on the Card as money, the Card shall become electronic money. The Card may be issued: (i) in the ESB Branch Office in which the Request was submitted and (ii) in the Autotrolej Branch Office. The Card may also be issued in the ECC, if requested by the User; in this case, the deadline for processing the Request shall be five working days from the submission of the Request. If the User fills in the Request found on ECC's websites www.diners.com.hr and www.erstecardclub.hr, and www.rijekacitycard.hr, after accepting the Request, the ECC shall issue the Card to the User in the ESB Branch Office specified in the User Request; in this case, the deadline for processing the Request shall then be two working days from the submission of the Request.
- 4.5 The ECC shall have the right to reject any Card Issue Request.
- 4.6 Pursuant to Article 262.2 and Article 292.4 of the Civil Obligations Act, the Blanket Agreement shall be deemed as concluded on the day of ECC's approval of the Request and on the day of issuing the Card to the User in one of ESB Branch Offices or the Autotrolej Branch Office in accordance with Article 4.4. of these General Terms.
- 4.7 The User of the Card may at any moment during the duration of the Blanket Agreement or the validity period of the Card request the ECC to provide the provisions of the Blanket Agreement and information referred to

in Article 18 of the National Payment System Act in the manner defined in Article 1.2. of these General Terms.

- 4.8 If it is subsequently determined that the Blanket Agreement had been concluded based on inaccurate or incomplete information specified in the Request, the ECC shall be authorised to terminate the Blanket Agreement without any additional deadline in accordance with provisions of Article 15 of these General Terms.

5. Card features and services that are the subject of the Blanket Agreement

- 5.1 Pursuant to the Blanket Agreement, the ECC shall issue the Card to the User for a period of 3 (three) years without the possibility of renewal and the Card shall be valid until the last day of the month printed on the Card. The User may submit a Request for issuing a new Card after the expiry of the Card.
- 5.2 The Card shall be issued only as a multi-purpose card on which only the rights to use city services provided by City Service Providers can be registered (for example: right to annual or monthly pass for public transportation, annual or monthly parking, theatre subscription, etc.). After the ECC receives the User's first deposit of the funds to be stored on the Card as money, the Card shall become electronic money and shall enable one-time purchases at all ECC Points of Sale where contactless payment is possible via RCC POS and/or the Validator located in the City of Rijeka, on the website www.rijekacitycard.hr and ECC Online Services.
- 5.3 The rights to use city services provided by City Service Providers shall be registered on the Card's contactless chip in accordance with the conditions for registering rights and providing services defined by City Service Providers.
- 5.4 Users that use the Card to pay for services of City Service Providers and at Points of Sale shall be able to carry out contactless Card payments. Contactless Card payments shall be carried out by swiping the Card on the Validator and RCC POS. Contactless payment is installed in compliance with binding technological criteria of card schemes and accompanying safety standards. During contactless payment, the Card is constantly in the hands of the User who swipes the Card on the Validator and/or RCC POS.
- 5.5 The ECC retains the right to expand the possibility of using the Card for one-time purchases at all Points of Sale in the Republic of Croatia.
- 5.6 The User may simultaneously have only one Card issued to his name.
- 5.7 To participate in the RCC Loyalty Programme, the User concludes a separate agreement defining the conditions related to the RCC Loyalty Programme. The User acknowledges that the organiser of the RCC Loyalty Programme is exclusively responsible for fulfilling its obligations to the User and for resolving any complaints related to the RCC Loyalty Programme.

6. Card deposits and spending limits

- 6.1 To transform the Card into electronic money, the User shall deposit funds on the Card which will then be stored to the Card as money. The money stored to the Card may not exceed HRK 1,000.00 (in letters: one thousand) at any time, or any other amount prescribed by law as the amount for small-value payment instruments, if this amount is less than the above specified.
- 6.2 Card Users have the possibility of managing funds deposited on the Card immediately after depositing them to the Card: (i) at ESB Branch Offices, (ii) via NetBanking services of Erste & Steiermärkische bank d.d.; (iii) at the Autotrolej Branch Office; and (iv) at other payment locations with which the ECC concludes a relevant agreement.
- 6.3 When depositing funds to the Card, the Users shall be obliged to identify themselves using an identification document (including: an identification card or passport) requested by employees of ESB Branch Offices, the Autotrolej Branch Office and other payment locations in accordance with their working procedures. If the Card User is a minor, he shall also be obliged to identify himself using a proper identification document (including: an identification card or passport) in his/her possession according to their age; if he does not possess an appropriate document due to his age, then the legal representative of the minor shall deposit

funds to his Card in which case the legal representative shall be obliged to provide identification documents as the legal representative of the Card User.

- 6.4 If Card Users deposit funds on the Card through payment services providers other than those referred to in Article 6.2 of these General Terms, the Users shall be able to use the Card funds after the ECC receives them from the relevant payment services provider and registers them on the Card. In the above case, the User pays the payment services provider a fee for payment services that is usually charged by payment services providers.
- 6.5 The User understands and agrees to bear all responsibility for depositing funds to the Card and filling the request for depositing funds to the Card.
- 6.6 Users deposit funds to the Card at their own discretion and frequency over a three-year validity period, whereby the maximum amount stored on the Card may never exceed HRK 1,000.00 (in letters: one thousand), or any other amount prescribed by law as the amount for small-value payment instruments, if this amount is less than the above specified.
- 6.7 If the User deposits on the Card an amount that exceeds the one referred to in Article 6.6, the ECC shall reimburse the amount to the User and the User shall bear all costs of reimbursing the relevant cash funds.
- 6.8 The Spending Limit per Card equals the deposited amount or the amount of available funds on the Card up to the amount defined under Article 6.6.
- 6.9 Information on the maximum and minimum deposit amounts for the Card are available on the following websites: www.diners.com.hr and www.erstecardclub.hr, ECC Online Service or at the telephone number +385 1 49 29 555.

7. Reimbursement of funds stored on the Card

- 7.1 The ECC, as the Card issuer, shall reimburse at the User's request the nominal value of the funds stored on the Card (reimbursement of funds stored on the Card) less the reimbursement fee, if the User is obliged to pay it in accordance with Article 7.3 of these General Terms. The User may be reimbursed his funds stored on the Card at ESB Branch Offices.
- 7.2 When requesting the reimbursement of funds stored on the Card, Users shall be obliged to identify themselves using an identification document (including: an identification card and/or passport) requested by employees of ESB Branch Offices in accordance with their working procedures. If the Card User is a minor, he shall also be obliged to identify himself using a proper identification document (including: an identification card and/or passport) in his possession according to his age; if he does not possess an appropriate document due to his age, then the legal representative of the minor shall receive be reimbursed the funds stored on his Card, in which case the legal representative shall be obliged to provide identification documents as the legal representative of the Card User.
- 7.3 The User shall be obliged to pay a reimbursement fee if: (i) the User terminates the Blanket Agreement before its expiry; (ii) the User requests a reimbursement before the termination of the Blanket Agreement, and/or (iii) the User requests the reimbursement of the electronic money after the expiry of the one-year period from day of termination of the Blanket Agreement. The reimbursement fee shall be paid in the amount defined in the Decision on Fees in force at the time of the reimbursement.
- 7.4 Users may request the reimbursement of funds stored on the Card (i) in their full or partial amount if the reimbursement is requested before the termination of the Blanket Agreement, and (ii) in their full amount if the reimbursement is requested on the day of or after the termination of the Blanket Agreement.
- 7.5 The User shall not be reimbursed the funds stored on the Card after the expiry of the 5-year period, starting from the day of the expiry of the Blanket Agreement or the day of the expiry of Card.

8. Processing the Card and its Personalised Safety Characteristics

- 8.1 The Card is the property of the ECC and the User shall return it immediately at the first request of the ECC.
- 8.2 Any use of the Card after the ECC requests its return shall be considered to be unauthorised and a deliberate misuse of the Card by the User who bears responsibility without any limitations for the liabilities charged to the Card.

- 8.3 Users shall be obliged to store the Card and undertake all reasonable measure to protect its Personalised Safety Characteristics. Users shall be obliged to sign the back of the Card upon receiving it, within the dedicated field. If the User fails to sign the Card, he shall be responsible for damages that the ECC could suffer due to the misuse of an unsigned Card.
- 8.4 By concluding the Blanket Agreement, the User obliges to use the Card exclusively for one-time cashless payments for goods and services at Point of Sales where the RCC POS and/or Validator are exclusively installed and on the website www.rijekacitycard.hr and ECC Online Services, as well as for the registration of rights to use and pay for the use of city services provided by City Service Providers, in accordance with these General Terms.
- 8.5 It is prohibited to use the Card online, except on the website ww.rijekacitycard.hr and ECC Online Services, or as security for debt settlement, or to withdraw cash through sale simulations or payments of fictitious goods or services, or for buying and selling activities that are contrary to regulations of the Republic of Croatia.
- 8.6 The User shall exercise due diligence in terms of Personalised Safety Characteristics when accessing ECC Online Services and www.rijekacitycard.hr, where the User may carry out online payments; it is not recommended to send these data via e-mail or communicate them over the phone. All data on Personalised Security Characteristics that the User uses on ECC Online Services or www.rijekacitycard.hr shall be secured by a safety encryption protocol which ensures secure data transfer between the User's computer and the provider of online payment services. The User may perform online payments using the RCC Prepaid Card only via ECC Online Services or www.rijekacitycard.hr in accordance with guidance available at the above websites that describes in detail this process.
- 8.7 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. Guidance on security for online payments are published on websites www.diners.com.hr and www.erstecardclub.hr.
- 8.8 The User understands and agrees that the website enabling online payments has its own rules and processes that the User must adhere to in order to execute a payment transaction. The authorisation method for these transactions is defined under Article 9.
- 8.9 Users shall be obliged to inform the ECC without any delay of any loss or theft, suspected or actual misuse of the Card to the telephone number: 0800 11 44, followed by a subsequent written statement signed and delivered to ECC's head office. Users shall be obliged to report any loss or theft of any Personalised Security Characteristic of the Card to the contact whose data is provided under Article 1.2 of these General Terms. The ECC may decide to record all telephone conversations to which the User agrees by concluding the Blanket Agreement.
- 8.10 If the User finds the Card after reporting its loss, theft or misuse, he may not use it; Users shall be obliged to immediately notify the ECC at the telephone number referred to in Article 8.9 of these General Terms and act in accordance with ECC's instructions.
- 8.11 In case of loss, theft and/or damage to the Card, the User shall submit a new Request and a new Card shall be issued to the User immediately after reporting the loss, theft and/or damage to the Card and accepting the Request. ECC's approval of the Request and issue of the Card entail the conclusion of a new Blanket Agreement and the termination of the previously concluded Blanket Agreement. In this case, the User shall bear all costs for issuing and using the new Card in accordance with the Decision on Fees. If the Request for issuing a new Card is submitted by the User in ESB Branch Offices and the Autotrolej Branch Office, the funds shall be transferred to the new Card within seven days from the day of reporting the loss, theft and/or damage to the Card, whereby the amount transferred from the old to the new Card shall be reduced by the amount of each transaction executed from the moment of reporting the loss, theft and/damage to the Card until the moment of the transfer of funds.
- 8.12 If the User violates his obligation referred to in Articles 8.10 and 8.11 of these General Terms, all costs charged to the Card of whose theft, misuse or loss the ECC has not been informed shall be subject to the provisions of Article 10 of these General Terms.

- 8.13 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.

9. User authorisation of the payment transaction, its recall and User responsibilities

- 9.1 Since the Card presents electronic money and may be used only (i) on RCC POS that enable contactless payment with no need to sign a transaction confirmation or enter a PIN as payment transaction authorisation, (ii) on Validators of City Service Providers, (iii) on the website www.rijekacitycard.hr and (iii) ECC Online Service, these General Terms exclude the application of Article 34 and 35 and Article 35.1 of the National Payment System Act based on and in accordance with Article 28 of the National Payment System Act.
- 9.2 Based on the previous paragraph of this Article, each payment transaction executed by swiping and reading the Card (i) on RCC POS that enables contactless payments, (ii) on Validators and (iii) by entering required Card data and performing necessary actions on the website www.rijekacitycard.hr and/or ECC Online Services shall be deemed authorised by the User, i.e. swiping and reading the Card and entering required Card data and performing necessary actions on the website www.rijekacitycard.hr and ECC Online Services shall be deemed to be a payment order at the Point of Sale.
- 9.3 After the card has been swiped and read (i) on RCC POS that enables contactless payments and (ii) on Validators, and after (iii) entering required Card data and performing necessary actions on the website www.rijekacitycard.hr or ECC Online Services, which are considered to be authorisations of payment transactions or consent to execute the payment transaction in favour of the recipient, the User may no longer recall the payment order.
- 9.4 Users shall be obliged to fully settle the cost of each transaction executed in the manner referred to in Article 9.2 of these General Terms. This amount shall be deducted from the funds stored on the Card.
- 9.5 Pursuant to Article 28 of the National Payment System Act and provisions of Article 9.1 of these General Terms, these General Terms exclude the application of Article 36.1 of the National Payment System Act so Users shall bear all costs arising from the loss, theft or misuse of the Card up to the moment of reporting the loss, theft or misuse or suspicion about the above in accordance with Article 8.6 of these General Terms.

10. Receipt and execution of payment order

- 10.1 A payment order is considered to be received at the moment when the ECC receives electronic data on the transaction authorised in the manner referred to in Article 9 of these General Terms, or data on the order to pay costs incurred by using the Card, either at the Point of Sale and/or City Service Provider as the recipient or third party with whom the Point of Sale and/or City Service Provider contracted the forwarding of payment orders to the ECC. If the receipt of the payment order does not fall on a working day of the ECC (Saturday, Sunday or national holidays) or if the order is received on a working day after 23:59, the payment order shall be considered to be received on the next working day.
- 10.2 Users shall be obliged to inform the ECC if any authorised costs have not been recorded immediately upon learning of it. This notice should contain the name of the relevant Point of Sale and/or City Service Provider, the date of incurring costs and their amount. Based on this notice, the ECC shall contact the Point of Sale and/or City Service Provider in order to obtain the payment order. If the User fails to inform the ECC of the incurred unregistered expense, the User understands and agrees that the 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.

11. Notifications about Card balances and payment transactions

- 11.1 The ECC shall enable Users to view the amount of funds available on the Card (hereinafter: Card Balance) in the following manner:
- a) transaction on the contactless RCC POS terminal through the "Balance Request" application, in which case the User shall be able to view the balance of funds stored on the Card;
 - b) ECC Online Services through the transaction review function, in which case the User shall be able to view the balance of funds stored on the Card that has been recorded in ECC's system as well as transactions recorded as on hold.

- 11.2 In addition to providing Card balance notifications in accordance with previous paragraphs of this Article, the ECC shall be obliged to issue to the User free of charge and at the User's request the specification of received payment orders and other costs charged to the Card issued at his request (hereinafter: the Specification). The Specification shall be delivered in paper form by regular mail to the last address specified at the ECC by the User as his contact address.
- 11.3 The Specification referred to in paragraph 11.2 of this Article presents, among other things, the notification which the ECC uses to provide information to the User about references that will enable the User to identify payment transactions, their amounts and fees; in case of multiple payment transactions of the same type in favour of the same recipient, the ECC shall put at the User's disposal the references and information about the total amount and fees for these payment transactions about which the ECC has been informed up to the moment of creating the Specification. If the ECC receives information regarding a transaction carried out by using the Card which is not included in the Specification after its creation, the amount of this transaction shall be specified on the first subsequent Specification.

12. Complaints

- 12.1 All potential disagreements and disputes regarding the quality and delivery of goods and/or services, or material or legal deficiencies of goods and/or services shall be resolved by the User exclusively with the relevant Point of Sale and/or City Service Provider. The ECC shall not be liable for any damages incurred by the User as a result of complete or partial failure of the Point of Sale and/or City Service provider to fulfil its contractual obligations.
- 12.2 If the User submits a complaint to the Point of Sale and/or City Service Provider with regard to goods and/or services paid for by the Card, and the Point of Sale and/or City Service Provider agrees, following a valid complaint, to accept the return of goods and/or services or to cancel or reduce relevant costs, the ECC shall solely, following an explicit written instruction of the Point of Sale and/or City Service Provider, cancel or reduce the costs, whereby the User shall be obliged to ensure that the Point of Sale and/or City Service Provider issues this instruction to the ECC, in accordance with Article 10 of the General Terms.

13. Fees for issuing and using the Card

- 13.1 Fees for issuing and using the Card shall be determined and amended by the ECC through the Decision on Fees that forms an integral part of the Blanket Agreement and is available to the User in the manner referred to in paragraph 4.2 of these General Terms. The amendment to the Decision on Fees shall be subject to the provisions of Article 15 of the General Terms.

14. Duration of the Blanket Agreement

- 14.1 The Blanket Agreement shall be concluded for a limited time period that matches the validity of the Card.
- 14.2 If the User does not want to use a Card with the contactless function, the User shall notify the ECC that he does not want a Card with the contactless function within fourteen days from receiving the Card via registered mail or direct delivery to the address of ECC's registered office.
- 14.3 Regardless of the validity period of the Card issued under the Blanket Agreement, the cancellation, termination or expiry of the Blanket Agreement automatically annuls the right to its use or the use of rights registered on the Card; therefore, the User shall be obliged to immediately return the Card cut in half to the address of ECC's registered office or to the nearest ESB Branch Office. Each use of the Card after the expiry of the Blanket Agreement shall be deemed as unauthorised use of the Card and its intentional misuse by the User.
- 14.4 In case of any cancellation, termination or expiry of the Blanket Agreement, the reimbursement of funds stored on the Card shall be carried out in accordance with Article 7 of these General Terms.

15. Amendments, cancellation and termination of the Blanket Agreement

- 15.1 The ECC shall be authorised to unilaterally propose amendments to the Blanket Agreement, including any Integral Part thereof at least two months before the beginning of its entry into force.

- 15.2 The notification about amendments to any Integral Part of the Blanket Agreement shall be published by the ECC on ECC's websites www.diners.com.hr and www.erstecardclub.hr, at ECC's Advisory Centre in Zagreb, Praška 5 and in ESB Branch Offices at least two months before the proposed amendments enter into force. The amended Integral Parts of the Blanket Agreement may be collected by the User personally at any moment at ECC's Advisory Centre, ESB Branch Offices or online on ECC's websites www.diners.com.hr and www.erstecardclub.hr, or the User may request its delivery by mail to his preferred address if he has a permanent residence outside of Zagreb.
- 15.3 If the User fails to communicate to the 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.
- 15.4 If the User fails to communicate to the ECC in writing his refusal of the amendments to the Blanket Agreement up to the proposed date of their entry into force, the Blanket Agreement shall become invalid upon cancellation on the day when the proposed amendments to the Blanket Agreement, if accepted, would have entered into force.
- 15.5 The User may cancel the Blanket Agreement without explanation and the cancellation shall enter into force on the day of the delivery of the written cancellation statement to the ECC, where the delivery of the cancellation statement to any ESB Branch Office shall be considered to be a delivery to the ECC.
- 15.6 The User explicitly agrees that the ECC may terminate the Blanket Agreement before the expiry of the Card's validity period if its authorisation to issue Diners Club cards, authorisation to issue electronic money or authorisation to issue cards with the possibility of registering rights to use city services of service providers has terminated.
- 15.7 The User and the ECC may terminate the Blanket Agreement when the other contracting party violates any of its obligations under the Blanket Agreement and fails to rectify the violation within 15 days from the day of sending via registered mail a notification describing the violation of obligations under the Blanket Agreement. 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.
- 15.8 The ECC is in any case authorised to terminate the Blanket Agreement concluded with the User without providing any additional deadline and explanation if (i) the User has any financial obligations towards the ECC on any grounds that are due and not settled within 30 days from their maturity date and (ii) when the ECC has a reasonable doubt regarding unauthorised use of the Card.
- 15.9 The User understands and agrees that the Blanket Agreement terminates upon the expiry of the validity of the Card.

16. Personal Data

- 16.1 The ECC uses Users' personal data, including their PIN, as one of the means of their identification in its operations for the purpose of fulfilling requirements for their products, and of enabling the acceptance of the Card in the card system of international card organisations to which it delivers the data, as well as to its contracting partners that produce and process the Cards, contracting partners that enable User participation in rewards programmes and benefit schemes offered to the Users by the ECC, City Service Providers that enable the use of city services based on rights registered to the Card; if any City Service Provider will register rights to the Card for city services also provided by other City Service Providers, then personal data shall be forwarded to the City Service Provider that will register the rights for the purpose of registering on the Card the rights to use city services. The ECC uses Users' personal data also for the purpose of processing requests for ECC's products and products of other members of the Erste Group, and exchanges them with other members of the Erste Group for the above stated purpose. Collected and exchanged personal data, as well as any other additionally collected information, may be verified, as needed, with Users' employees, banks or other legal persons or institutions, subsequently processed and transferred, stored and in other ways used in the operations of the ECC and other members of the Erste Group during the use of products of the ECC or other members of the Erste Group. Users have the right to access their personal data, and the right to correct any incorrect or incomplete data related to them. The ECC shall enable the

applicant to give its consent on the DC RCC Card Issue Request to forward his personal data, in case the DC RCC Card is approved, to the organiser of the RCC loyalty programme only after the terms and conditions of participation in the RCC Loyalty.

- 16.2 If wishing to recall his consent to the use of personal data for the purpose of processing authorisation requests for products of other members of the Erste Group, and to the exchange of personal data with members of the Erste Group, as well as to the use of personal data after he has stopped using ECC's product while a member of the Erste Group uses the product, the User may deliver a written recall of the consent at any time to the address of ECC's registered office in Zagreb, Praška 5.
- 16.3 The ECC is authorised to process personal data that is at its disposal based on the performance of its operations in order to prevent, examine and detect frauds in payments, in accordance with regulations governing the subject matter of personal data protection.
- 16.4 Up until the written recall, the User agrees that the ECC may send him informative notifications, promotional material to his contact address, e-mail address or contact him over the telephone.

17. User notifications

- 17.1 The User shall be obliged to provide to the ECC at any time up-to-date and truthful information, including his address, telephone number and e-mail, if used, that enable the ECC to contact the User in a timely manner or, in case of a minor, his legal representatives for the purpose of card transaction security, business risk assessment and communication and delivering notifications related to the execution of the Blanket Agreement. The violation of this User obligation is grounds for termination of the Blanket Agreement and all other agreements concluded between the User and the ECC without the need to provide any explanations and an additional deadline for its fulfilment.
- 17.2 The delivery of all documents sent to the User by the ECC shall be made to the User's address specified in the Card Issue Request, unless the ECC receives a written notification about a change in this address.
- 17.3 In case their address changes, Users shall be obliged to inform the ECC without any delay of the new address personally or in writing, in which case all deliveries will be made to this new address.
- 17.4 If the User fails to inform the ECC of the change in address, the User shall bear all consequences of this omission, and the User explicitly agrees that the date of delivery shall be the date of handing over to the post office the document addressed to the last address delivered to the ECC.
- 17.5 All mail, except for the one described otherwise in these General Terms, is delivered by mail unless the User requests in writing for mail to be delivered by registered mail, in which case the User pays a fee prescribed in ECC's Decision on Fees.
- 17.6 If contact with the User is kept by telephone, e-mail or fax, the provisions of paragraphs 17.3 and 17.4 shall be adequately applied.

18. Assignment of rights and obligations, transfer of Blanket Agreement

- 18.1 By concluding the Blanket Agreement, the User agrees that the ECC may, without any additional User consent, assign or in any other way transfer its rights and obligations under the Blanket Agreement, and the User agrees to any processing of his personal data, including their transfer to the person to which rights and/or obligations under the Blanket Agreement have been transferred, i.e. to which the Blanket Agreement has been assigned.
- 18.2 Before assigning or transferring his rights and obligations from the Blanket Agreement, the User shall obtain written consent from the ECC.

19. Governing law, language, legal protection and entry into force

- 19.1 The Blanket Agreement shall be concluded in Croatian and all communication related thereto shall be conducted in Croatian.
- 19.2 In terms of the Blanket Agreement, the governing law shall be Croatian law.

- 19.3 If the User believes that the ECC violated any of its obligations referred to in Chapter II of the Electronic Money Act and Chapters II and/or III of the National Payment System Act, he/she may submit a written complaint to the ECC to which the ECC shall be obliged to respond within 10 days from the day of receiving the complaint.
- 19.4 If the User or any other party with a legal interest believes that the ECC violated any of its obligations referred to in Chapter II of the Electronic Money Act and Chapters II and/or III of the National Payment System Act, they may submit a complaint to CNB as the competent body, following which proceedings prescribed by the Electronic Money Act shall be conducted.
- 19.5 In all disputes between Users and the ECC arising from the application of provisions of Chapter II of the Electronic Money Act and Chapters II and/or III of the National Payment System Act, a mediation proposal may be submitted to the Mediation Centre of the Croatian Chamber of Economy, which will then be conducted in accordance with the Mediation Rules of the Croatian Chamber of Economy.
- 19.6 A settlement concluded during mediation proceedings before the Centre shall have the force of an enforceable document.
- 19.7 In case of any disputes arising from this Agreement, the court in Zagreb shall have territorial jurisdiction.
- 19.8 If the User believes that his rights have been violated upon the registration of rights to use city services provided by City Service Providers, he may submit a written complaint to the relevant City Service Provider.
- 19.9 These General Terms shall enter into force on 1 February 2016 for all Blanket Agreements concluded on or after 1 February 2016, while those for Blanket Agreements concluded up to and on 31 January 2016 shall enter into force on 1 May 2016, excluding the part more favourable for the Users. These General Terms replace the General Terms for issuing and using the Diners Club Rijeka City Card prepaid no. OU-RCCPP/07-2015/01 of 1 August 2015.