

**GENERAL TERMS OF THE BLANKET AGREEMENT ON ISSUING AND USING VISA CARD
ISSUED BY ERSTE CARD CLUB d.o.o.**

**CHAPTER I
GENERAL PROVISIONS**

1. Information on the Payment Services Provider

- 1.1 Provider of the services of issuing the VISA Card is Erste Card Club d.o.o., with headquarters in Praška 5, Zagreb (hereinafter: ECC).
- 1.2 Unless otherwise stated in these General Terms and Provisions to the Blanket Agreement on Issuing and Using VISA Card issued by the Erste Card Club d.o.o. (hereinafter: "the General Terms"), all communication with the ECC can be conducted in writing to the headquarters address, Zagreb, Praška 5; via email to info@erstecardclub.hr; via telephone: +385 1 4929 555 and fax number: +385 1 4920 400.
- 1.3 Pursuant to the Electronic Money Act, ECC obtained a ruling by the Croatian National Bank, Dec. no.: 364-020/12-11/ŽR, from 16 December 2011, based on which the ECC was granted approval for
- (i) issuing electronic money and providing payment services related to issuing of electronic money; (ii) providing services of execution of payment transactions via payment cards or through similar means, where funds are covered through a line of credit for payment services user; and (iii) providing services of issuing and accepting payment instruments. Pursuant to the above ruling, the ECC is registered under number IEN113 into the electronic money institution managed by the Croatian National Bank (hereinafter: CNB). The CNB supervises the implementation of the Electronic Money Act and National Payment System Act.
- 1.4 The User and the ECC mutually agree and accept that said Blanket Agreement shall not be used only to finance specific products and/or specific services, therefore that it shall not be related to the Loan Agreement within the meaning of the Consumer Credit Act and other regulations regulating consumer protection, therefore the User shall directly solve his/her relationship with Points of Sale, pursuant to Article 15 of this Blanket Agreement. In order to prevent any concerns, the User and the ECC agree that the User chooses freely and that the ECC does not influence that choice in any manner, which products and/or services will be bought with a Card as a payment instrument, i.e. means of cashless payment and in what Point of Sale will User make the purchase.

2. Terms

- 2.1 Unless otherwise explicitly mentioned in the Blanket Agreement, terms used in the Blanket Agreement have following meaning:

VISA Card or the Card:	VISA Charge Card and VISA Revolving Card.
VISA Charge Card:	A card with recognizable visual characteristics of Card category and brand (VISA) owned by the ECC issued to the Basic User at his/her request (Basic VISA Charge Card) or Additional User (Additional VISA Charge Card), i.e. Business User at the request of a Business Client (Business VISA Charge Card). All the costs incurred by using the Card by charging it at Points of Sale in the current billing period are due in

full in the subsequent billing period, where a billing period equals one month.

VISA Revolving Card:	A card with recognizable visual characteristics of Card category and brand (VISA) owned by the ECC issued to the Basic User at his/her request (Basic VISA Revolving Card) or Additional User (Additional VISA Revolving Card), i.e. Business User at the request of a Business Client (Business VISA Revolving Card). All the costs incurred by using the Card by charging it at Points of Sale in the current billing period are due in full in the subsequent billing period, where a billing period equal month.
Basic VISA Card:	VISA Charge Card and/or VISA Revolving Card issued by the ECC to the Basic User who can, due to the basis of use of the Card, request for Additional Cards to be issued that are connected to the Card.
Additional VISA Card:	VISA Charge Card and/or VISA Revolving Card issued by the ECC to the Additional user at the request of the Basic User connected to the Basic VISA Card of the Basic User, and the Additional User is jointly with Basic User responsible for all commitments from that. Additional VISA Card. In case of Additional VISA Revolving Card, the Additional User, in agreement with the Basic User, is responsible for all commitments from the Revolving Loan created at the time the Blanket Agreement applied to the Additional VISA Revolving Card.
Business VISA Card:	VISA Charge Card and/or VISA Revolving Card issued by the ECC, at the request of a Business Client to persons named by the Business Client in the Request for the card issuance, and the use of which is limited to business expenses; it can also be a Business Card and Corporate Card.
Cobrand Card:	VISA Card issued by the ECC in cooperation with other business entities, which enables the User to use specific benefits (e.g.: Visa Croatia Airlines Card).
User:	User of payment services is a natural person or legal entity, i.e. business entity using a payment service and can be: Basic User, Additional User, Business User and Business Client.
Consumer:	All natural entities with the issued Basic or Additional VISA Card, who in Blanket Agreement acts outside their area of trade, business or profession.
Basic User:	A natural entity with legal capacity and of age who, at his/her request, was issued a Basic VISA Card, where a Basic User is a private user.

Additional User:	A natural at the request of Basic User, was issued an Additional VISA Card by the ECC, where an Additional User is a private user.
Business User:	A natural entity with legal capacity and of age who, at the request of a Business Client, was issued a Business VISA Card, and whose name is on said Card.
Business Client:	A Business entity, at whose request Business VISA Card was issued and who is responsible for commitments from that Card.
Spending Limit:	Limit on spending is a total sum of permitted spending amount on all Cards issued at the request of the Basic User or Business Client, decided upon and changed by the ECC without limitations; the ECC informs the Basic User or Business Client thereof. In case of VISA Revolving Card, Spending Limit is the amount of Revolving loan.
Spending Limit per Card:	Limit on spending is a permitted spending amount per each Card issued based on a request of Basic User or Business Client, which is included in the Spending Limit, decided and changed by the ECC, and the ECC informs the User thereof.
Point of Sale:	Place where goods and/or services are being sold, which, in order to prevent any confusion, includes devices/validators which record the acceptance of the Card by pressing it, pulling it through or in any other agreed manner between the Point of Sale and the ECC, and where the Card is accepted as a cashless payment instrument, whether business is conducted by a legal entity, trade or any other business entity, and which, in order to prevent any confusion, can conduct business via internet, and can also be the ECC.
Personalized Safety Characteristics:	Personal identification card number (hereinafter: PIN- Personal Identification Number) - a four-digit number delivered by the ECC to the User pursuant to Article 5.5. of these General Terms, CVV2/CVC2 control three-digit number printed on the back of the card, signature by the User on the back of the Card, User information for use of 3D standards/Verified by VISA as a personal message, password.
On-line services:	Enable Users to track expenses on Cards, activation/deactivation of specific services by accessing the address https://online.erstecardclub.hr or via the website www.erstecardclub.hr , choosing "ECC On-line" option from the menu.
On-line Services Access Data:	Password and user name for the ECC on-line services

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 regulates the rights and commitments of the ECC as a provider of payment services of issuing the Card as a payment instrument and the rights and commitments (i) of the person at whose request the Card was issued, as well as (ii) the person using the Card, if the Card was issued at the request of another person, and said person accepted such issuance by signing the Request for VISA Card Issuance, retaining the VISA Card 15 days after it was received and/or before its first use, whichever comes first.
- 3.2 Blanket Agreement consists of: (I) Request for VISA Card Issuance (hereinafter: the Request) used by the submitter to provide the ECC with an offer to issue the Card; (ii) these General Terms; (iii) Decision on Limit where the VISA Revolving Card also includes the Revolving Loan amount; (iv) Decisions on Fees for VISA Card; (v) Methodology of the Manner and Order of Closing Receivables; (vi) Terms of use of 3D standards (Verified by VISA for VISA Cards); and (vii) all acts by the ECC evoked in the Blanket Agreement, and which can be changed from time to time in a manner set in these General Terms (hereinafter collectively referred to as: the Integral Parts of the Blanket Agreement).
- 3.3 Card can enable the User to participate in benefit programmes if the ECC decides to offer them to its VISA Card Users, under the requirements set and changed by the ECC by its decisions without limitations. By signing the Request, the person declares that he/she agrees to participate in the any possible benefit programmes the ECC can decide to offer to its VISA Card Users and that such participation is neither a reason to use the Card as a payment instrument nor is it a reason to sign a Blanket Agreement.
- 3.4 If the ECC enables specific benefits for its Card Users, such as the right to insurance or participation in an award programme, the requirements for the right to said benefits and their use are set in the rules of the programme which do not constitute an integral part of a Blanket Agreement and the ECC can change them in a manner set in the programme rules. Moreover, by signing the Request, every person declares that he/she understands and agrees that a possible benefit programme related to Card use is not an integral part of the Blanket Agreement on Issuing and Using VISA Card issued by ECC and that the ECC can change it in a manner set in programme rules without limitations.

4. Manner and Time of Entering into Blanket Agreement and the Parties to the Blanket Agreement

- 4.1 Blanket Agreement can be entered at the Request of a natural entity as a consumer, within the meaning of the definition under the National Payment System Act, for all types of Cards except for Business Cards, which can be agreed upon in a Blanket Agreement solely at the Request of a Business Client.
- 4.2 Person who wishes to enter a Blanket Agreement can, at any given moment, request from the ECC Integral Parts of a Blanket Agreement for a requested Card type, except for the Decision on Limit which shall be delivered after the completed procedure of Request approval and only if the Request is granted, and it can be taken in person at an ECC branch in Zagreb, in Erste&Steiermärkische Bank d.d. branches or via internet on the ECC website www.erstecardclub.hr; if the residence of said person is outside of Zagreb, he/she can request for a delivery via mail at the last address provided to the ECC.

- 4.3 Regarding the Civil Obligations Act, Request represents an offer of entering a Blanket Agreement that is submitted to the ECC by the signees. By submitting a signed Request for requested VISA Card issuance (hereinafter: the Request) and by signing it, the Request submitter, as well as any other person signing it as a potential Card User or legal representative of the Request submitter or other potential User, on behalf of and on the account of the person being legally represented, agrees that: (i) before submitting the Request, he/she read and understood these General Terms and all other Integral Parts of the Blanket Agreement; and (ii) that he/she accepts all of the provisions of the Blanket Agreement and shall follow them.
- 4.4 The Request submitter, in the same Request, enters an approximate Spending Limit amount and agrees that the ECC sets the Spending Limit and Spending Limit per Card when approving the Request, in accordance with the business policy which is set and changed without limitations. If the Request submitter does not agree with the Spending Limit, in which case the VISA Revolving Card also includes the Revolving Loan amount, as it was established by the ECC, by signing the Request the submitter shall not use the Basic VISA Card and shall disable the use of Additional VISA Cards and shall return all of Cards halved to the ECC no later than fifteen days from the date the Cards were received.
- 4.5 The ECC has the right to reject all Request for Card Issuance.
- 4.6 Pursuant to the submitted Request approved by the ECC, the ECC delivers a Decision on Limit to the Request submitter, including these General Terms and Integral Parts of the Blanket Agreement with a simultaneous delivery of the Cards required in the Request.
- 4.7 Pursuant to Article 262 paragraph 2 and Article 292 paragraph 4. of the Civil Obligations Act, a Blanket Agreement, with regard to all other delivered Cards that were not halved and returned to the ECC no later than fourteen days from the day they were received, shall be entered, with regard to each Card: (i) on the first day immediately after the fourteenth day from the date the Cards were taken; or (ii) on the day of the first transaction made by the Card, whichever comes first.
- 4.8 By signing the Request, Additional User and Business User state that they understand that all Cards, change notifications of any Integral Part of the Blanket Agreement, Decisions on Limit, and all other letters with regard to the Cards, including those issued to his/her name, are solely delivered to the address the Basic User or Business Client stated in the Request as contact address or subsequently set it as a contact address pursuant to Article 22 of these General Terms. By signing the Request, Additional User and Business User grant power of attorney to a Basic User or Business Client to take over the Cards, receive Decisions on Limit and other letters regarding the Cards issued to their name. Power of attorney shall be revoked if an Additional User or Business Client withdraws from the Request, or, if the Blanket Agreement is already signed, Additional User or Business Client submit a Blanket Agreement cancellation statement.
- 4.9 By signing the Request, Basic User and Business Client shall deliver a Card to an Additional User or Business User which was issued on their behalf, including the Decision on Limit and all other letters regarding the Cards issued on their behalf.
- 4.10 By using the Card for the first time, the User agrees that the ECC fulfilled its commitments under Article 19 of the National Payment System Act, or, in case of VISA Revolving Card, commitments under Article 5 of the Consumer Credit Act.
- 4.11 Card User can, at any given moment while the Blanket Agreement is valid, request from the ECC provisions of the Blanket Agreement and information under Article 18 of the National Payment System Act.

- 4.12 If it is established, subsequently, that the Blanket Agreement was signed based on false or incomplete information made in the Request, the ECC has the authority to end the Blanket Agreement without any extended deadlines, in accordance to the provisions under Article 20 of General Terms.

5. Service which is the Subject to the Blanket Agreement

- 5.1 Under the Blanket Agreement, the ECC issues a Card to a User which the User is authorised to use as a payment instrument or a cashless payment instrument, at Points of Sale in Croatia and abroad where the Cards can be accepted. A Card can be used to withdraw cash at ATMs and withdrawal counters in Croatia and abroad where the Card is an acceptable means of cash withdrawal and which are designated as such.
- 5.2 A Card can be issued to a private User if he/she is a person with legal capacity and of age who, within the meaning of the Foreign Exchange Act, is deemed to have residence or an opened non-resident bank account in a bank with headquarters in the Republic of Croatia, and if the ECC deems that the bank and/or Request submitter, with regard to the Card type, fulfils the requirements for issuing the requested Card, that he/she can cover all expenses and commitments, securely and timely, which may arise while using the requested Card.
- 5.3 Notwithstanding the provisions under paragraph 5.2, the Card can be issued to other persons if the ECC decides to do so in accordance with its business policies.
- 5.4 The ECC shall issue Cards no later than 17 work days from the day the Request was approved. Cards, including Decisions on Limit, shall be sent to the Users as valuable shipping at the address of the Basic User or Business Client responsible for their delivery to the Users stated in the Request.
- 5.5 The ECC shall make a PIN code for every issued Card immediately after the Card was issued. PIN code is delivered via mail at the address of the Basic User or Business Client responsible for the Card delivery to the Users stated in the Request.
- 5.6 Card is owned by the ECC and User shall return it immediately at the first request of the ECC.
- 5.7 Every use of Card after the request by the ECC shall be deemed as unauthorised use of Card and represents intentional misuse of the Card by the User who shall be responsible for the commitments on the Card without limitations, where the Request submitter is responsible, in the same manner, for commitments on each Card issued at the request of the submitter, and which is not returned at the request of the ECC.

6. Proceeding with the Card and its Personalised Safety Characteristics

- 6.1 Immediately after receiving or taking the Card, the User shall sign the back of the Card on the designated area. If the User fails to sign the Card, he/she shall be responsible for damage that the ECC could suffer due to misuse of a Card not signed.
- 6.2 Immediately after receiving the PIN code, the User shall remember said PIN code, 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 pursuant to Article 11.1 of these General Terms.
- 6.3 The User shall make all other reasonable protection measures for the protection of Personalized Safety Characteristics.

- 6.4 The User shall make all other reasonable protection measures for the protection of the Card and the information found on 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.
- 6.5 The User shall carefully handle Personalized Safety Characteristics for access to any website that can be used by the User for internet payment and with On-line Services Access Data; the User is advised not to send said information via email or telephone. All information on Personalized Safety Characteristics and On-line Services Access Data that the User enters into websites have to be protected with a secure encryption protocol enabling safe transfer of information between the User and provider of internet payment services and ECC On-line Services.
- 6.6 The User shall make all reasonable protection measures during internet payment and use of ECC On-line Services, such as the use of antivirus programmes, initiating payment from a computer that can be accessed by a limited number of persons, activating firewall option within the operating system, using licensed software (operating system, internet browser), and maintaining the computer in an adequate and regular manner. Safety protection instructions for internet payment are published on the website www.erstecardclub.hr.
- 6.7 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. How such transactions are authorised is described under Article 9 of these General Terms.
- 6.8 By entering the Blanket Agreement, the User shall use the Card solely for cashless payment for goods and services at points of sale and for withdrawing cash in accordance with the Blanket Agreement, up to the amount that can be paid entirely and timely.
- 6.9 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.
- 6.10 If there is any suspicion of or established misuse, the User shall immediately inform the ECC via telephone: 08001144, or telephone for foreign calls: +385 1 4929 113, with additional written statement signed by the User and delivered to the ECC headquarters address. Loss or theft of Card, PIN code or any other Personalized Safety Characteristic shall be reported by the User by using the contact information under paragraph The ECC can decide to record all such telephone conversations, which the User shall agree to by signing the Blanket Agreement.
- 6.11 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 the ECC on previous telephone numbers under paragraph 6.9, and shall follow the instructions provided by the ECC.
- 6.12 If the User acts contrary to the provision under paragraph 6.10, provisions under paragraph 11.1 b) of these General Terms shall apply to all the costs incurred by the Card or PIN code the theft, misuse or loss or which was reported to the ECC.
- 6.13 The User agrees to the possibility that an employee of a Point of Sale requests for an identification document with a photograph in order to establish the identity of the User.

7. Limit on Spending for Payment Transactions

- 7.1 Spending Limit and Spending Limit per Card is established in the Decision on Limit, within the limit requested in the Request, and the User accepts it by entering the Blanket Agreement in a manner described under Article 4.6 of these General Terms. If the ECC cannot accept the Request for the offer of entering the Blanket Agreement with a Spending Limit stated in the Request, the ECC shall inform the Request submitter of an alternative Spending Limit. The Request submitter accepts the alternative Spending Limit and the Blanket Agreement is signed pursuant to Article 4.6 of these General Terms.
- 7.2 If, despite the specified limit under paragraph 7.1, costs exceeding the limit get incurred with the Card, the User shall pay to the ECC for all such costs pursuant to the provisions under Article 13 of the General Terms before maturity date stated on the bill, otherwise the cost amount exceeding the contracted limit is 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.
- 7.3 Basic User and Business User can submit a request to the ECC for the reduction or increase of Spending Limit and/or Spending Limit per Card. The ECC decides to accept or refuse said request without limitations. If the ECC accepts the Request for reduction or increase of limit, the ECC shall make a new limit on the account under Article 13 of the General Terms and, pursuant to Article 262, paragraph 2 of the Civil Obligations Act, inform the Request submitter on the Blanket Agreement modifications offer being accepted by changing the Spending Limit and/or Spending Limit per Card.
- 7.4 If the User uses more than one Card that has a limit or limit on spending, the contracting parties can agree on redistributing the limit or limit on spending per Card, within the total exposure amount under Article 7.3.

8. Blocking and Depositing the Card

- 8.1 The ECC can, regardless of the provisions under Article 7 of the General Terms, block the use of Card at any given moment due to the following reasons:
- a) For Card security as a payment instrument, including situations where the ECC is unable to contact the User on the latest telephone and fax numbers, address and/or email delivered to the ECC for the purposes under Article 22.1 of these General Terms;
 - b) When there is suspicion of unauthorised Card use, including use of Card contrary to the provisions of the Blanket Agreement or any other legal business between the User and the ECC or in case of any suspicion of Card use with intention to commit fraud;
 - c) In case of significant increase of risk that the User, or person responsible for payment of costs charged on the Card, will not be able to fulfil his/her commitment to the ECC, including cases when (i) transaction amount significantly deviates from the average amount of previous transactions made by the User, and the User failed to previously announce the extraordinary cost to the ECC; and (ii) when monthly income amount available for payment to the User is reduced in comparison to amount that was the basis for the approval of the Request for Card Issuance, by lowering it from the required free income for Card authorisation, which is periodically set by the ECC.
- 8.2 The User understands and agrees that a significant increase in risk under paragraph 8.1 c) exists in any case when (i) there is any matured commitment of the User or person responsible for payment of costs charged on the card to the ECC, on any grounds, which was not paid no later than 15 days from the maturity date, and the ECC will inform the User on said

date on the account; and/or (ii) the User fails to proceed in accordance with the commitment under Article 18 of the General Terms and when (iii) the ECC learns of (a) reduction of free monthly income below the minimum required free income amount for Card authorisation, or (b) when the free monthly income for payment to the User is reduced in comparison to the amount that was the basis for the approval of the Request for Card Issuance, (c) Business Client account being blocked, (d) of a reason for or request submitted for or initiation of pre-insolvency, insolvency or liquidation proceedings of the employer of the User or the Business Client of the ECC.

- 8.3 ECC shall inform the User on issued receipt on conditions and deadlines for Card blockage due to the reason mentioned in paragraph 8.2 point (i) of these General Terms. For all other reasons stated under Article 8 of these General Terms, the ECC will, immediately after the Card is blocked, if possible, inform the User on the intention and reasons for blocking the Card via telephone on the most recent contact number delivered by the User to the ECC, unless providing such notification would be contrary to the objectively justified security reasons or law. The ECC can decide to record all such telephone conversations, which the User shall agree to by signing the Blanket Agreement.
- 8.4 If the ECC is not able to inform the User in a manner under paragraph 8.3 before the Card is blocked, the ECC will try to do so in the same manner immediately after the Card is blocked. If the ECC failed to inform the User of the Card being blocked and the reasons for it even after the second attempted telephone call to the User, the ECC will send a written notification or an email or SMS by using the latest contact information the User delivered to the ECC. With regard to Business VISA Cards, a notification to the Business Client is a notification to the Business User and vice versa, and in case of Additional VISA Cards, a notification to the Additional User is a notification to the Basic User and vice versa.
- 8.5 After being informed on the blocked Card, if a User attempts to or makes a transaction with the Card, such use of Card is unauthorised use and it shall be a reason for termination of the Blanket Agreement and all other agreements between the User and the ECC without any required additional deadline for elimination of violations of the Blanket Agreement.
- 8.6 The ECC can request from the User to deposit the Card with the ECC if there is any reason for the Card to be blocked. The User bears the costs for the return of the Card in the amount set by the Decision on Fees for the Use of ECC products.
- 8.7 Blocking and depositing the Card shall not affect its expiry date and the commitment to pay monthly fees; the ECC, if it evaluates that the reasons for the blocking or depositing no longer exist, deliver the Card to the User to continue with its use, if the Blanket Agreement for the Card was not cancelled or terminated during that period.

9. Payment Transaction Authorisation by the User and Its Recall

- 9.1 When purchasing goods and services at a Point of Sale, except when authorising payment transaction in a manner under Article 9.4, from point (d) to (i) of these General Terms, the User shall sign the receipt (slip) in the same signature as the one on the Card, and deliver a copy of the signed receipt to the Point of Sale, and keep one for himself/herself, except for when authorizing payment transaction in a manner under Article 9.4 item (b) of these General Terms. By signing the receipt (slip), the User agrees on the execution of initiated payment transaction.
- 9.2 When withdrawing cash on withdrawal counters, the User shall sign a cash withdrawal order and keep one copy of the order. When withdrawing cash from an ATM of a withdrawal counter, the User shall enter the PIN code and keep a copy of the ATM receipt. Cash

withdrawal order or electronic information on cash withdrawal transaction authorised with a PIN code that were delivered to the ECC by the payer are an order by the User to execute payment transaction.

- 9.3 If a Point of Sale, due to the specificity of the manner in which the Card was accepted, does not issue a receipt (slip), e.g., in case of internet shopping, telephone ordering, contactless payment, toll payment etc., the User shall bear payment transaction costs authorised pursuant to paragraph 9.4, point (d) to (i), and shall keep the receipts issued at the Point of Sale. In case of a transaction made on an mPOS device, where the User authorised payment transaction pursuant to paragraph 9.4, point (b), the User will receive the receipt electronically, via email or SMS, at the email address or number provided at the Point of Sale during the transaction.
- 9.4 If the User, for any given reason, fails to provide contact information at the Point of Sale for the delivery of a receipt electronically or the transaction data is not electronically or the transaction data is not electronically delivered to the User, for any given reason, to the contact information provided at the Point of Sale, the User agrees and acknowledges that the transaction data will be sent on a bill under Article 13.1 of these General Terms.
- 9.5 The User authorises, i.e. agrees to, the payment transaction in one of the following ways:
- a) Signing the receipt (slip);
 - b) Signing the receipt on a smart device screen;
 - c) Signing a cash withdrawal order;
 - d) Entering PIN code;
 - e) Entering user name and password required to use ECC On-line Services;
 - f) Communicating and/or entering CVV2/CVC2 number and other Personalized Card Characteristics required at Point of Sale for the acceptance of the Card as a cashless payment instrument for goods and services;
 - g) Providing the Card to an employee at the Point of Sale or by placing it on or pulling it through a device at the Point of Sale or in any other manner the User agrees on with the Point of Sale, recording the acceptance of the Card as a cashless payment instrument for goods and services;
 - h) Entering user information for the use of 3D standards (Verified by VISA), in the form of a password and/or personal message and other Personalised Card Characteristics required at the Point of Sale in order to accept the Card on internet, as a cashless payment instrument for goods and services;
 - i) Paying bills that contain payment transaction amount without contesting the payment transaction in accordance with Article 13 of these General Terms.
- 9.6 If the Card user cannot recall authorisation for implementing transaction payment after authorising payment transaction in any said way under paragraph 9.4 of the General Terms, unless the Point of Sale delivers to the ECC authorisation for the recall of the authorisation of the payment transaction execution in writing, and in shape and content that the ECC deems sufficient.

10. Responsibility for Authorised Payment Transactions and Other Costs Charged on the Card

- 10.1 Basic User shall be responsible for commitments of authorised payment transactions charged on Basic VISA Card and commitments of authorised payment transactions charged on Additional VISA Card.
- 10.2 Additional User shall be responsible for commitments created by authorised payment transactions charged on the used Additional VISA Card. In case of a VISA Revolving Card, the Additional User is a joint guarantor for the commitments of the Basic User based on the approved Revolving Loan, pursuant to Article 34 of these General Terms.
- 10.3 Business Client shall be responsible for commitments created by authorised payment transactions charged on the used VISA Business Card. Business User, jointly with the Business Client, is responsible for all commitments to authorised payment transactions charged on the VISA Business Card that can be issued based on a Request. Business User, 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 costs and debts of the Business Client to the ECC. In case of a VISA Business Card with activated Revolving Loan, Business User is a joint guarantor for the commitments of the Business Client based on the approved Revolving Loan, pursuant to Article 34 of these General Terms.
- 10.4 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.
- 10.5 Previous provisions under this Article apply to the responsibility of paying fees to the ECC and other costs, as well as interests charged on the Card.

11. Responsibility for Unauthorised Payment Transactions

- 11.1 Provisions under Article 10 apply to the responsibility of executed unauthorised transactions, more specifically:
- a) With regard to the User, up to a maximum amount of HRK 400.00 if the execution is a consequence of using a lost or stolen Card or a consequence of any other misuse of the Card, if the User failed to secure Personalised Security Characteristics 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 Article 6, paragraphs; 6.1., 6.2, 6.3, 6.8, 6.9, 6.10, 6.11, 6.12 of the General Terms.
- 11.2 Provisions under paragraph 11.1 shall not apply to the responsibilities for unauthorised payment transactions executed after the notice under paragraph 6.10 of the General Terms was received, and which are no longer the responsibility of the User unless he/she acted in fraudulent manner.

12. Time the Payment Order is Received and the Time of Its Execution

- 12.1 Collective Payment receipts and electronic information on the transaction authorised in one of ways described under paragraph 9.4 which were delivered to the ECC are deemed an order by the User to execute payment transaction initiated by the Recipient.

- 12.2 The time the Payment Order is received is the moment when the 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 the Point of Sale agreed to forward Payment Orders to the ECC. If a Payment Order is received not a work day of the ECC (Saturday, Sunday, national or bank holidays) or the order is received on a work day, but after 19:30 h, the Payment Order is received only on the following work day.
- 12.3 The User shall inform the ECC if one of the costs was not recorded on the account that was issued for the costs charged on the Card for the billing period when the Card was accepted as a cashless payment instrument for said cost. The notification shall include the name of the Point of Sale, date the cost was incurred and the cost amount. Based on said notice, the ECC contacts the Point of Sale in order to acquire the Payment Order. If the User fails to inform the ECC of an incurred cost that was not recorded, the User understands and agrees that the ECC can request payment of such cost at any given moment within a 5-year limitation period which starts on the date following the date the cost was incurred.

13. Bill and Notification on Payment Transactions

- 13.1 Once a month, the ECC issues to the Basic User, or, in case of Business VISA Cards, to the Business Client, bills for received Payment Orders and other costs charged on the Card issued at the Users request during the billing period of the bill. Bill is delivered a) in print, usually via mail to the most recent address the Basic User or Business Client provided to the ECC as a contact address or b) as an e-bill for the On-line Services Users who activated the e-billing service for VISA Cards. In case the e-billing service is deactivated, bills will be sent via mail.
- 13.2 The User or Business Client, depending on the type of Card, shall pay the total amount stated on the bill by the maturity date from the bill and in full, except for cases of unauthorised payment transactions when the User shall proceed in accordance with the provisions under Article 14 of General Terms.
- 13.3 Bills under paragraph 13.2 represent, inter alia, notifications used by the ECC to provide to the Basic User or Business Client, depending on the Card type, payment transaction information for the billing period of said bill, and which the ECC was informed of at the time the bill was created. If the ECC, after creating the bill, is informed of a transaction made with a Card within the billing period that a bill was already issued for, and which was not included in said bill, the amount of the transaction will be recorded on the first bill after the notification was received.
- 13.4 In case of failure to pay the bill by the maturity date, the ECC shall charge legal penalty interest rates.
- 13.5 Maturity date for paying the bill is 12 days including the day on the bill as the date the bill was printed, unless if agreed otherwise in a special Agreement between the User and the ECC. If the final day of the maturity date is Saturday, Sunday or any other holiday, the final day of the maturity date is the following work day.
- 13.6 If the last issued bill to the User, under Article 13.1 of the General Terms, results with an overpayment, the User has the right of a refund of prepaid amount. After receiving the information, the User shall deliver to the ECC an account number (IBAN) for the payment of said prepaid amount. If the User fails to deliver the account number to the ECC, the ECC hereby states to set-off said prepaid amount on due payment claims to the User.

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

- 14.1 If the User deems that a payment transaction is recorded on the bill issued by the ECC which was not authorised by the User in any manner described under Article 9 of the General Terms or an authorised transaction was executed incorrectly, the User shall immediately, no later than 13 months from the payment day, submit a written statement to the ECC disputing the authorisation or the correctness of the payment via fax no: +385 1 4920 400 or via email on: reklamacije@erstecardclub.hr.
- 14.2 After receiving the written statement disputing the authorisation or correctness of the payment transaction, the ECC will immediately return the charged Card in the state that the Card would be had the transaction, the authorisation or correctness of which is disputed, not been executed. In this type of situation the ECC shall proceed in accordance with the internal rules and regulations of international payment schemes for the Card brand, in order to establish the authentication or correctness of payment transaction, and will inform the User of steps taken to prove authentication or correctness of payment transaction. Immediately after the process is completed, the ECC will inform the User on the procedure results and, depending on the results, 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 as the payment Recipient, provisions under Article 16 of General Terms shall apply.

15. Refund of Funds for Authorised Payment Transactions Initiated by or through Payment Recipient

- 15.1 The User has the right to a refund from the ECC of the full amount for the authorised payment transaction which has been executed, and which was initiated by or through a payment Recipient, if the following requirements are fulfilled cumulatively: a) authorisation under paragraph of the General Terms at the time when it was provided, was not provided for the exact payment transaction amount; and b) payment transaction amount exceeds the amount the User would usually expect with regard to his/her previous spending habits, provisions of the Blanket Agreement and relevant circumstances of said case, and the amount is not exceeded due to the application of exchange rate under Article 17 of General Terms.
- 15.2 Regardless of the provisions under paragraph 15.1, the User has no right to refund of funds if he/she authorised the execution of payment transaction directly to the ECC and if the Recipient delivered or made available to the information User on future payment transaction to the User as agreed at least four times per week before the maturity date.
- 15.3 The User loses the right for a refund of funds, pursuant to this Article of the General Terms, if the User fails to deliver to the ECC a request for refund by stating the transaction identification number and the reason for refund within 8 weeks from the date the bill was issued, which is payment day as well.
- 15.4 The ECC can request from the User all information required to set requirements for a refund pursuant to this Article, and the User shall provide said information.
- 15.5 The ECC will do the following to the User within 10 work days after receiving the request: a) repay full payment transaction amount; or b) explain the refusal for refund and state the corresponding bodies for extrajudicial appeals and settlements the User can, if he fails to accept given explanation, file an objection, complaint or settlement proposal.
- 15.6 The provisions under this Article do not apply to a Business Client or Business User.

16. Settling Complaints with Points of Sale and Withdrawal Counters

- 16.1 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, the ECC shall, in cooperation with the business subject that own the ATM or withdrawal counters where cash withdrawal took place, proceed to solve the complaint.
- 16.2 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. The 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.
- 16.3 If the User submits a complaint to the Point of Sale for goods and/or services paid with the Card, and the Point of Sale, due to the justified complaint, accepts the goods and/or services or chargeback or reduction of cost, the ECC shall, based on explicit written instruction of the Point of Sale, chargeback or reduce the costs and ensure that the Point of Sale issues such an instruction to the ECC, pursuant to Article 9 of the General Terms.

17. Fees, Reference Exchange Rate for Converting Costs into HRK

- 17.1 Costs incurred by use of Card at Points of Sale abroad in currencies listed on the Erste & Steiermärkische Bank d.d. exchange rate list (hereinafter: the ESB) shall be converted into HRK in accordance with the selling rate for foreign currencies applicable on the transaction date. Cash and costs of cash withdrawal abroad in currencies that are not listed on the ESB exchange rate list are converted into HRK in accordance with the ECC effective selling rate applicable on the transaction date. ESB selling exchange rate is available on www.erstebank.hr. Costs incurred by use of Card at Points of Sale abroad in currencies that are not listed on the 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 in currencies that are not listed on the ESB exchange rate list are converted into HRK in accordance with the ECC effective selling rate applicable on the transaction date. ESB selling rate is available on www.erstecardclub.hr.
- 17.2 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 Issuing and Using ECC products, which is a constituting part of the Blanket Agreement and is available to the User pursuant to paragraph 4.2 of the General Terms. To modifications to the Decision on Fees for Issuing and Using the ECC product provisions under Article 20 of these General Terms shall apply.
- 17.3 Membership fee for Cards stated in the Decision on Fees for Issuance and Use of ECC products can be charged per month or per year. Yearly membership fee for a new User shall be charged after Card activation and will be recorded on the first bill for costs charged on the Card under Article 13.1 of these General Terms.
- 17.4 Yearly membership fee for existing Users shall be recorded on the bill for costs charged on the Card under Article 13.1. of these General Terms which will be issued after 12 months from the previous date of membership fee calculation.
- 17.5 Yearly membership fee for a new User shall be charged after Card activation and will be recorded on the first bill for costs charged on the Card under Article 13.1 of these General Terms. Monthly membership fee for existing Users shall be calculated monthly and recorded on the bill for the current month.

17.6 By using the Card at ATMs and POS networks that are not owned by the 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 the ECC.

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

18.1 The 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 information and documentation on regular and extraordinary income and User solvency, which the User shall deliver to the ECC in the form and before the deadline set by the ECC.

18.2 If the ECC, at any given moment, requires issued security instruments for commitments of the User to the ECC, the User shall, within the deadline set by the ECC, deliver the required security instruments and shall agree that the delivered security instruments can be used to settle any commitments of the User to the ECC, unless otherwise agreed in a special agreement.

18.3 The User shall immediately inform the ECC on any change to the status of a full member, as well as any other change of employer or monthly income payer and deliver information on the new employer to the ECC. The User shall inform the ECC of any possible account being blocked or a reason for pre-insolvency or insolvency proceedings of the employer.

18.4 Violation of User commitments under paragraphs 18.1, 18.2 and 18.3 is reason for termination of Blanket Agreement and all other agreements the User entered with the ECC, without required additional deadline for the fulfilment of said commitments.

18.5 If there are more similar commitments of the User to the 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 issued by the ECC.

19. Blanket Agreement Duration Period

19.1 Blanket Agreement is signed for an indefinite period of time, regardless of the Card expiry date. If (i) no contracting party terminates the Blanket Agreement within the deadlines established under this Article and (ii) there are no reasons to block the Card under Article 8 of these General Terms, and (iii) if there are no reasons to terminate the Blanket Agreement, the 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 in any other manner.

19.2 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 the ECC headquarters address or to the nearest ESB Branch. 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.

19.3 In case of cancellation, termination or end of Blanket Agreement in any manner, all costs and commitments charged on the Card, including loans that were granted on the Card, are due on the date the Blanket Agreement ends, which is also the day when all direct debit agreements on Card end, unless on that day the User and ECC agree otherwise by entering a special written agreement.

19.4 User of any VISA Card agrees and accepts that the ECC, if the VISA Card offer ends, which includes the Cobrand Card, which is used by the User and for which the User entered a

Blanket Agreement (hereinafter: the existing VISA Card), whether the reason is the end of business cooperation between the ECC and another Business Entity the ECC cooperated to issue the Cobrand Card or for any other reason, which in turn enables the use of the existing VISA Card and the benefits it offers, will issue the VISA Standard Card (hereinafter: Visa Classic Card).

- 19.5 In that case, the ECC will send a letter to the existing VISA Card User with a non-activated Visa Classic Card at least 2 months before the end of the Blanket Agreement for the existing VISA Card, where the User will be informed of the termination of the existing VISA Card and the manner of activation of the Visa Classic Card. If the User wishes to use the Visa Classic Card, he/she shall activate it in accordance with the instructions provided in the letter and the activation of the Visa Classic Card shall be considered a signed Blanket Agreement for the Visa Classic Card. In that case, the request submitted by the User for the existing VISA Card shall be deemed a Request for the Visa Classic Card. If the User activates the Visa Classic Card, the date of VISA activation shall be deemed as termination of Blanket Agreement for the existing VISA card. If the User fails to activate the Visa Classic Card within 2 months since the date the memo was received informing the User on the end of existing VISA Card which also ends the Blanket Agreement for the Existing VISA Card. If the User is interested in any other Card, and the Visa Classic Card, the User shall contact the ECC with regard to entering a Blanket Agreement for the new Card.
- 19.6 In order to prevent any concerns, if the Card, while it is valid, gets lost, damaged or stolen and the 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, without any Blanket Agreement modifications, regardless of the different Card number. This provision relates to Cards under paragraph 19.1 of the General Terms.

20. Modifications, Cancellation and Termination of Blanket Agreement

- 20.1 The 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.
- 20.2 Notification on the change to any of the Integral Parts of the Blanket Agreement, apart from the Decision on Limit, will be delivered by the ECC to the Basic User and the Business Client, pursuant to paragraph 4.7 of these General Terms with a special letter or a letter with a bill or e-bill for costs charged on the Card under Article 13 of these General Terms, at least two months before the proposed modifications take effect. The User can at any given moment, after the notification, request from the ECC Integral Parts of the Blanket Agreement, and can also take them in person at the ECC Advisory Centre, Zagreb, Praška 5, in Erste&Steiermärkische Bank d.d. branches or via internet on the ECC website www.erstecardclub.hr and, if the residence of said person is outside of Zagreb, he/she can request for a delivery via mail to the required address.
- 20.3 If the User, depending on the Card type, fails to inform the ECC in writing that he/she does not accept the modifications of the Blanket Agreement before the effective date, it shall be deemed that the User accepted modifications of the Blanket Agreement.
- 20.4 If the User, depending of the Card type, informs the ECC in writing that he/she does not accept the modifications of the Blanket Agreement before the effective date, the Blanket Agreement shall be terminated on the date when the modifications of the Blanket Agreement, had they been accepted, would have come into effect.

- 20.5 The User agrees that interest rate changes or exchange rate changes that arise from reference interest rate or reference exchange rate and change of fees in the favour of the User can be performed immediately, without previous notice.
- 20.6 The User can cancel the Blanket Agreement without providing a specific reason, with a one month notice period. Notice period shall start on the date the written statement on cancellation is delivered to the ECC, where the delivery of the cancellation statement to the ESB branch shall be a delivery to the ECC.
- 20.7 The 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 most recent contact address delivered to the ECC.
- 20.8 The User and the 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 under the Blanket Agreement is sent via registered mail, and which describes said violation. If the violation is not removed within said deadline, notification on the violation of commitments is the statement on termination of the Blanket Agreement, and the Blanket Agreement is terminated on the fifteenth day from the date the notification was sent, without any additional notification. In cases where the termination of the Blanket Agreement does not require notification to the other party or a 15 day deadline are explicitly stated in these General Terms, and in such cases the termination becomes effective on the day the notification on the termination is sent via registered mail to the last know contact address delivered to the other contracting party.
- 20.9 In all cases, the ECC is authorised, without providing additional deadline and reasoning, to terminate any Blanket Agreement with the User if (i) the User has any financial commitments to the ECC on any grounds, which are due and not paid within 30 days from the maturity date, (ii) the monthly income amount available for payment to the User is reduced in comparison to the amount that was the basis for the approval of the Request for Card Issuance in a manner that it is smaller than the required free income for Card authorisation, which is periodically set by the ECC, and (iii) if the ECC has reasonably doubt of unauthorised use of Card.
- 20.10 If there are more than one contracting party, and if the Blanket Agreement is terminated by the Request Submitter or by the ECC due to violation of contractual commitment by the User, the Blanket Agreement is terminated for all Card Users using Cards issued pursuant to said Blanket Agreement.
- 20.11 In case of cancellation or termination of Blanket Agreement, the User has the right of refund of a part of yearly membership fee for issuance and use of the Card 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 yearly membership fee (hereinafter: the Return of Proportional Part of Membership Fee). Return of Proportional Part of Membership Fee is rounded up to 2 decimal places. The ECC makes a set-off on due payment claims to the User, regarding the Return of Proportional Part of Membership Fee.
- 20.12 In order to prevent any concerns, the Additional User and the Business User can cancel or terminate the Blanket Agreement only on their own behalf, or for an Additional MASTERCARD Card and/or Business MASTERCARD Card issued on their behalf, while a Basic User and Business Client can cancel or terminate a Blanket Agreement with regard to any Card issued at their Request which did not require agreement by the Additional User or Business User. If the Basic User cancels or terminates the Blanket Agreement with regard to the Basic VISA Card, it shall be automatically cancelled or terminated with regard to all other Additional VISA

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, regardless of the party cancelling or terminating the Agreement and regardless of the reason for the cancellation or termination, the User shall pay all costs charged on the Card, whether they were incurred before or after the cancellation or termination of the agreement.

- 20.13 The 14-day deadline under Article 4.7 of these General Terms shall also represent a deadline for a unilateral termination of the Blanket Agreement, during which the User has the right to send a written notification on termination of the Blanket Agreement, within 14 days from the day the Card was received, via registered mail or immediately via delivery to the ECC headquarters address. Unilateral termination is not possible if the User makes a transaction with the Card within the given deadline.

21. Personal Information

- 21.1 The ECC uses the personal information of the User, including Tax Number (OIB), as a form of User identification in its business, in order to fulfil the requirements for its products and to enable the acceptance of the Card in the card system or international card organisations they are delivered to, as well as to its contracting partners who accept the Cards for goods and/or services payment or perform the services of Card production and processing as well as in the case of a VISA Card issued in cooperation with other legal entities (Cobrand Cards) and to said legal entities. Personal information of the User is used by the ECC to process requests for ECC products and products of other Erste Group members and to exchange it with other Erste Group members, for that purpose and the purpose of analysing information for credit worthiness assessment, risk assessment, exposure and other risks management, which are, in authorising and tracking products and placement of products of the ECC, the Erste Group members (companies that are related entities to the ECC within the meaning of the Companies Act, Credit Institutions Act and other regulations important to financial business) implemented in their business. Gathered and exchanged personal information, as well as gathered information, if required, can be verified by the User's employer, banks and other legal entities or institutions, delivered to other legal entities established to gather and provide information on creditworthiness of legal and natural entities, further process and transfer, store and use it in other different manners for the business of the ECC and other Erste Group members, during the entire time products of the ECC and other Erste Group members are used. Users have the right to access their personal information and the right to correct inaccurate or incomplete information with regard to themselves.
- 21.2 If a User wishes to recall the Agreement to the use of personal information for the purpose of processing requests for approval of products by other Erste Group members and for the exchange of personal information with other Erste Group members, as well as the use of personal information after the ECC product is no longer used, the User can, at any given time, deliver a written recall to the ECC headquarters address, Zagreb, Praška 5.
- 21.3 The ECC is authorised to conduct processing of personal information available to the ECC for its business in order to prevent, research and discover frauds in payment traffic, in accordance with the regulations regulating personal information protection.
- 21.4 The User, until the written recall, agrees that the ECC can send informative notifications, promotional material to the contact address, email address or contact the User via telephone. In order to prevent any concerns, agreement to the use of personal information for marketing purposes is not an Integral Part of the Blanket Agreement and the same does not end when the Blanket Agreement ends, but with a written recall.

22. Notifying the User

- 22.1 The User shall always provide the ECC with updated and correct information, including address, telephone number, and email if used, which enable the ECC to contact the User and/or the employer of the User in a timely manner, as well as other persons stated under Article 21.1 of these General Terms for the purpose of card business security, business risk assessment, and communicating and delivering notifications with regard to the implementation of the Blanket Agreement. Violation of these User commitments is reason for the termination of Blanket Agreement and all other agreements the User signed with the ECC without required additional deadline for the fulfilment of said commitments.
- 22.2 Delivery of Card, PIN code, bills and other packages the ECC sends to the User, shall be made at the address of the Basic User or Business User stated in the Request for Card Issuance, unless otherwise the ECC accepts written notification on the change of said address, and the Basic User or the Business Client obliges to deliver it to the Additional User or Business User.
- 22.3 In case of address change, the User shall immediately inform in person or in writing the ECC of the new address, in which case all deliveries will be made to the new address.
- 22.4 If the User fails to inform the ECC of the change of address, the User shall bear all the consequences of such failure and expressly agrees that the delivery day is the last day to send letters, addressed to the most recent address delivered to the ECC, through mail.
- 22.5 Bills and all other packages, apart from those containing Cards or which were established otherwise under these General Terms, shall be delivered via regular mail, unless the User does not request in writing for delivery via registered mail, in which case the User shall pay the fee set in the Decision on ECC Fees.
- 22.6 Notwithstanding paragraph 13.4, Users using ECC On-line Services receive bills and notifications electronically, where the day the bills or notifications are received is the day when bill or notification is made available at the ECC website used to access the On-line Service.
- 22.7 At the request of the User under paragraph 22.6, once per month, the ECC shall, without a fee, deliver bills and other notifications, apart from marketing materials, in paper form to the address under this Article of the General Terms.
- 22.8 If the User is contacted via telephone, email or fax, the provisions under paragraphs 22.3 and 22.4 of the General Terms are applied in a corresponding manner.

CHAPTER II

SPECIAL PROVISIONS REGARDING VISA REVOLVING CARD

23. Revolving Loan

- 23.1 By entering the Blanket Agreement on Issuing and Using VISA Revolving Card, the ECC approves a loan to the Basic User (hereinafter: the Borrower) in the amount set in the Decision on Limit (hereinafter: Revolving Loan).
- 23.2 Borrower and the ECC mutually agree and accept that the term Billing Period, used in these Special Provisions, concerns the billing period from the day of two separate bills being created which are invoiced once per month for the commitments charged on the Basic VISA Revolving Card and related Additional VISA Revolving Card.
- 23.3 Borrower and the ECC mutually agree and accept that said Revolving Loan is not used solely to finance specific products and/or specific services, therefore these Special Provisions regarding VISA Revolving Card are not related to Loan Agreement within the meaning of the Consumer Credit Act and other regulations regulating consumer protection, therefore the Borrower shall solve his/her relationship with Points of Sale directly, pursuant to Article 16 of this Blanket Agreement, signed by the Borrower and the ECC and regulating issuance and use of the VISA Card. In order to prevent any concerns, the Borrower and the ECC mutually agree and accept that the Borrower, of his/her own free will, makes the choice himself/herself, and that the Creditor does not, in any manner, affect that choice, the choice of products and/services to be financed by this Revolving Loan, and the choice of the Point of Sale where the Borrower will make the purchase.

24. Approved Deadline for the Revolving Loan

- 24.1 Revolving Loan is granted to the Borrower for a period up to the expiry date of the Blanket Agreement, unless otherwise the Blanket Agreement is cancelled or the right of the Borrower to drawdown the rest of the Revolving Loan is set before the end of said expiry date, in a manner and under conditions set under the Blanket Agreement, in which case the Borrower cannot any longer drawdown the Revolving Loan until the day the right to drawdown the rest of the Revolving Loan, or the day the Blanket Agreement is cancelled.
- 24.2 In order to prevent any concerns, if, after the Basic VISA Revolving Card expires, the Borrower or Business User is issued a new Card as a replacement for the expired VISA Revolving Card, the Revolving Loan is approved until the expiry date of the other Card and so for each subsequent Card issued as a replacement for the expired Card (where all said Cards are included in the term "the Card" under these General Terms).
- 24.3 Previous provision under this Article concerns all Cards issued as a replacement for a lost, stolen or damaged VISA Revolving Card.
- 24.4 Contracting parties agree that the Card will be issued as a replacement for any other expired VISA Revolving Card if there are no reasons not to do so and/or reasons for termination of the Blanket Agreement pursuant to the provisions of these General Terms.

25. Revolving Loan Use

- 25.1 Borrower and the ECC agree that the Basic User and any Additional User, if any, drawdown the Revolving Loan at any given time for the time of the Revolving Loan under the requirements set in these General Terms.

- 25.2 Borrower states that he/she understands and accepts that the provided Revolving Loan amount can be drawdown as the Borrower chooses and so that each cost during a Billing Period made by the MASTERCARD Revolving Cards issued at the Borrower's request before or during the period of use of the Revolving Loan, at Points of Sale in the Republic of Croatia and abroad and withdrawing cash, apart from costs under Article 25.3 of these General Terms, represents a drawdown of a part of the Revolving Loan which constituted all costs incurred in a single Billing Period and in the order and amount the cost was recorded by the ECC. Revolving Loan can be drawdown until the total amount of costs incurred reaches the Revolving Loan amount.
- 25.3 Costs that cannot be settled with the Revolving Loan funds and which do not draw on a part of the Revolving Loan are: direct costs charged on the Basic VISA Revolving Card and Additional VISA Revolving Card by invoicing by the ECC, such as interests on the Revolving Loan, penalty interest and ECC fees charged pursuant to the Decision on Fees for VISA Cards.
- 25.4 Costs from the previous paragraph of this Article, as well as all other costs and commitments charged against the Basic VISA Revolving Card and Additional VISA Revolving Cards, i.e. Business VISA Revolving Cards and the amount of which is larger than the Revolving Loan amount, shall be settled by the Borrower in a single instalment, before their maturity date.
- 25.5 Borrower agrees that, in case costs are incurred abroad, part of the Revolving Loan drawdown is converted into HRK pursuant to the provisions of these General Terms.

26. Regular and Early Loan Repayment

- 26.1 Borrower shall repay the Revolving Loan to the ECC in monthly instalments by returning, by the maturity date stated on the bill for each Billing Period, the minimum agreed repayment percentage of the used Revolving Loan to the Creditor, until the date all Billing Periods (Billing maturity date) end.
- 26.2 If the monthly instalment amount under the previous Article equals or falls under HRK 100.00, and the used Revolving Loan amount is over HRK 100.00, the Borrower shall return a minimum of HRK 100.00 to the ECC for said month (Minimum Repayment Amount).
- 26.3 The Borrower shall on each monthly bill for costs and commitments charged on the Basic VISA Revolving Card and Additional VISA Revolving Card in a single Billing Period (hereinafter: the Bill) state either the amount under Article 26.1 or the amount under Article 26.2 of these General Terms, as a minimum obligatory repayment amount for the Revolving Loan that the Borrower shall repay by maturity date stated on the bill (hereinafter: "Minimum Obligatory Repayment Amount").
- 26.4 Regardless of the previous provisions under this Article, the Borrower can, at any given moment and without prior notice to the ECC, and without any fees, repay the Revolving Amount in the amount larger than the Minimum Obligatory Repayment Amount, or make an early partial or full repayment of the Revolving Loan.
- 26.5 In case of early repayment of the Revolving Loan, each repayment in the amount larger than the Minimum Obligatory Repayment Amount reduces the principal of the used part of the Revolving Loan. Nevertheless, if the Borrower pays the bills in the amount that cannot settle them a) costs under Article 25.3 and/or b) which are larger than the Revolving Loan amount, and c) Minimum Obligatory Repayment Amount, then said payment settles first the costs under b), followed by costs under a) and finally the Minimum Obligatory Repayment Amount.

26.6 By repaying the Minimum Repayment Amount or Minimum Obligatory Repayment Amount, depending on which amount was stated in the bill or by early repayment of the Revolving Loan pursuant to Articles 26.4 and 26.5 of these General Terms, the Revolving Loan principal amount is released for another drawdown corresponding the principal amount returned in said instalments.

27. Fees and Interest Rates for Revolving Loan

27.1 Borrower shall not pay the ECC fees for approval, use and/or return of the Revolving Loan.

27.2 Revolving Loan is approved with an annual interest rate established under the Decision on Fees for VISA Cards which is the Integral part of the Blanket Agreement. The interest rate is fixed and calculated by applying a straight-line method on interest calculation on the basis of the actual number of days in a year (356/366 days) and pursuant to Article 27.4 of this Blanket Agreement.

27.3 Effective Interest rate (EIR) on the Revolving Loan is established in the Decision on Fees under Article 17.2 of these General Terms and calculated under the assumption that the maximum Revolving loan is drawdown in a single instalment and repaid in 12 monthly instalments in their full amount. Different amounts and dynamics of fund withdrawal, longer repayment and payment date in the amount different from the monthly instalment rate amount cause a different calculation of the EIR.

27.4 If the repayment percentage under Article 26.1 is not 100%, interests under Article 27.2 of these General Terms shall be calculated for each drawdown cost of the Revolving Loan from the date the cost which is part of used amount of Revolving Loan was incurred until full repayment, not including the Minimum Obligatory Repayment Amount to which the revolving payment interest is calculated from its maturity date and recorded in the subsequent bill, and the amount of matured Minimum Obligatory Repayment Amount is deducted from the used amount of the Revolving Loan. If the Minimum Obligatory Repayment Amount is not paid by maturity date, legal penalty interest rates shall be calculated from the maturity date to the payment date. If the paid amount exceeds the Minimum Obligatory Repayment Amount, then the used Revolving Loan amount is reduced by the actual paid amount from the day it was paid, and Revolving payment interest is calculated from that date to the used Revolving Loan amount before it was reduced. Said interest is not calculated if the User of the Revolving Loan, including all costs recorded in the final month bill, pays the remainder of the amount of used Revolving Loan before the maturity date of said bill.

28. Right to a Report on Use and Repayment of Revolving Loan

28.1 Borrower has the right, without fees, to receive after a written request from the ECC a report on use and repayment plan of the Revolving Loan based on the use at the time the report is made and under the requirement of percentage return under Article 26.1 from the amount representing the total amount of all drawdown parts of the Revolving Loan, with interest rate calculation from the Billing Period immediately before the report is made until the Billing.

28.2 The ECC shall deliver to the Borrower the report and plan from the previous paragraph, no later than 14 work days from the day the request was received.

29. Consequences for Overdue and Missed Payments

29.1 In case of an overdue payment for any Minimum Obligatory Repayment Amount, legal penalty interest rates shall be calculated on said Minimum Obligatory Repayment Amount from the maturity date to payment date.

- 29.2 The ECC has the right to, without previous notification, cancel the Borrower's right to drawdown remaining Revolving Loan amount, if there is any reason whatsoever to block or not issue the Card set under the General Terms, and inform the Borrower of the cancellation of said right after implementing it.
- 29.3 In case the ECC uses its right under the previous Article, it can decide, at the written request by the Borrower, to reinstate the Borrower's right to drawdown the remaining amount of the Revolving Loan.
- 29.4 In case the ECC uses its right under Article 29.3 of these General Terms, the ECC can, at the same time, cancel this Blanket Agreement, in which case the consequences are those stated under Articles 34 and 32 of this Agreement.

30. Right of Basic User to Cancel the Revolving Loan

- 30.1 The Borrower has the right to cancel the Revolving Loan within 14 days (fourteen) days from the date this Blanket Agreement is signed, without providing a reason, under the condition that before the fourteen day period expires, the ECC receives the written statement from the Borrower on cancelling that can be delivered via registered mail, personal delivery or via email on kreditni.odjel@erstecardclub.hr.
- 30.2 If the Borrower cancels the Revolving Loan, the Borrower understands and accepts that the costs, which were included in the Revolving Loan until the day it was cancelled, shall become outstanding and that the Borrower shall settle them immediately.
- 30.3 In case the Revolving Loan is cancelled, the Card becomes VISA Charge Card, which means that the Borrower shall settle all costs by the maturity date state on the bill.

31. Terminating the Right to Drawdown Remaining Revolving Loan Amount

- 31.1 Without prior notification and effective on the date of termination, the ECC has the right to terminate the right of the Borrower to drawdown the remaining Revolving Loan amount in the following cases:
- a) In cases under Article 29 of these General terms;
 - b) Cancellation or termination of the Blanket Agreement for any reason whatsoever;
 - c) In case of suspected misuse of any Card issued by the ECC to the Basic User or any other person at the request of the Basic User or to the Business User at the request of the Business Client, including the use for cash withdrawal at places that are not authorised for such action and not designated by the ECC;
 - d) In case of reported Card theft or loss;
 - e) In case of risk increase that the Borrower will not pay any commitment to the ECC or related legal entities.
 - f) In case the ECC establishes that the Revolving Loan was granted based on incorrect or incomplete information on the Borrower;
 - g) In case of the Borrower violated commitments under Articles 18 or 35.4 of these General Terms and
 - h) In other cases when the failure to terminate the Borrower's right to drawdown the remaining Revolving Loan amount could cause damage to the ECC that would be irreparable or in any other manner could represent negligent business by the ECC.

32. Consequences of Ending the Agreement

- 32.1 If the Blanket Agreement ends for any reason whatsoever, the outstanding principal amount of the Revolving Loan and contracted interests to the Revolving Loan until the date the Revolving Loan Agreement ends are due in full, and the Borrower shall pay said amount before the maturity date stated on the ECC bill.
- 32.2 In case of overdue payment to the principal of the Revolving Loan, the ECC shall calculate legal penalty rates on the unpaid principal amount from the maturity date to payment date, and the Borrower shall pay them.

33. Order of Closing Revolving Loan in case of Partial commitment Payment

- 33.1 In case the Borrower makes a payment and said payment does not settle debt per each account, the payment funds will be used to settle debts of the Borrower by first settling costs, followed by interests, then cost principal, and all based on maturity dates of the commitments, in accordance with the provision under Article 26.5 of these General Terms and Methodology of Manner and Sequence of Closing Receivables issued by the ECC and published at www.erstecardclub.hr, and which is also available at the ECC headquarters, where all the costs recorded on one bill for a single Billing Period shall have the same maturity date, and the Borrower shall agree to that.
- 33.2 Pursuant to the previous paragraph of this Article, the Borrower agrees that any payment does not have to result in the Borrower fulfilling commitments under these General Terms.

34. Additional User and Business User Guarantee

- 34.1 By signing the Request for VISA Revolving Card Issuance, Additional User makes a written statement on joint liability for all commitments of the Basic User pursuant to the approved Revolving Loan which are incurred while the Blanket Agreement applies to the Additional Revolving Card, and by doing so, the Additional User understands and accepts that the Minimum Repayment Amount is equal to the percentage under Article 26.1 or 100% of used Revolving Loan amount, with regard to the request of the Basic User accepted by the ECC.
- 34.2 Additional User can recall the statement on joint liability before the effective date of the Blanket Agreement pursuant to Article 4.6 of these General Terms, and in a manner that, within 15 days from the date it was taken, return to the ECC the halved Additional VISA Revolving Card that was not used for a single transaction.
- 34.3 If the Additional User fails to recall the statement on joint liability in a manner under Article 34.2 of these General Terms, the Additional User shall, at the first request by the ECC, fulfil all matured collected commitments of the Basis User created based on the approved Revolving Loan as well as the Additional VISA Revolving Card issued at the request of the Basic User.
- 34.4 Business User by signing the Request for VISA Revolving Card Issuance, makes a written statement on joint liability for all commitments of the Basic User pursuant to the approved Revolving Loan which are incurred while the Blanket Agreement applies to the Business VISA Revolving Card, and by doing so, the Business User understands and accepts that the Minimum Repayment Amount is equal to the percentage under Article 26.1 or 100% of used Revolving Loan amount, with regard to the request of the Business User accepted by the ECC.
- 34.5 Business User can recall the statement on joint liability before the effective date of the Blanket Agreement pursuant to Article 4.6 of these General Terms, and in a manner that, within 15

days from the date it was taken, return to the ECC the halved Business VISA Revolving Card that was not used for a single transaction.

- 34.6 If the Business User fails to recall the statement on joint liability in a manner under Article 34.5 of these General Terms, the Additional User shall, at the first request by the ECC, fulfil all matured collected commitments of the Business User created based on the approved Revolving Loan as well as the Business VISA Revolving Card issued at the request of the Business User.

35. Security Instrument

- 35.1 As well as the instrument for settling all claims in an orderly and timely manner of the ECC to the Basic User, Business User and/or Business Client, which include, but are not limited to, claims based on the Revolving Loan, all costs incurred by issuing and/or using the Card, as well as contracted and legal penalty interests with added costs for all proceedings the ECC can start in order to collect its claims under the Blanket Agreement (Claims), the Basic User, Business User and/or Business Client deliver to the ECC security instruments the ECC requests before the approving the Request or during the Blanket Agreement period.
- 35.2 In order to prevent any concerns, provision under the previous paragraph of this Article does not limit and/or terminate the right of the ECC under Article 18.2 of the General Terms for the security instrument delivered pursuant to this Agreement to be used to settle any commitments of the Basic User, Business User and/or Business Client to the ECC.
- 35.3 Basic User and Business User shall notify the ECC on any change of income payer information, and, at the request of the ECC; immediately deliver a new statement of conformity to income confiscation, if pursuant to Article 35.1, the ECC requested such security instrument.
- 35.4 The ECC has the right to evaluate if the security instruments under Article 35.1 are valid.
- 35.5 If, by activating security instruments, the ECC is not paid the full amount of Claims, the Basic User, Business Client or Business User shall immediately settle the difference of matured debt.

CHAPTER III

FINAL PROVISIONS

36. Cession of Rights and Commitments, Cession of Blanket Agreement

- 36.1 By entering the Blanket Agreement, the User shall agree that the ECC can, without any additional agreement from the User, cede or in any other manner transfer its rights and commitments under the Blanket Agreement and that the User agrees with processing and transferring of his/her personal information to the person that received the rights and/or commitments under the Blanket Agreement, or to whom the Blanket Agreement was ceded.
- 36.2 The User has no right without a prior written agreement to the ECC to cede or in any other manner transfer his/her rights and commitments under the Blanket Agreement.

37. Relevant Law, Language, Legal Protection and Risk Warnings

- 37.1 Blanket Agreement shall be signed on the Croatian language and all communication regarding the Blanket Agreement shall be made on the Croatian language. Blanket Agreement is governed by the applicable law of the Republic of Croatia.
- 37.2 If the User deems that the ECC violated its commitments under Chapter II and/or III of the National Payment System Act or failed to comply with the Regulation (EU) no. 2015/751, the User can file a complaint to the ECC
- a) via mail to the ECC business address,
 - b) via e-mail,
 - c) at the business premises of the ECC, orally or in writing by filling out a Written Complaint Form,
 - d) via telephone,
 - e) via fax, and the ECC shall answer within 7 work days after receiving the complaint.
- 37.3 If the User or any other person with a legal interest deems that the ECC violated its commitments under Chapter II and/or III of the National Payment System Act or acted contrary to the Regulation (EU) no. 2015/751 and/or Article 4, paragraphs 2, 3 and 4 of the Act on the Implementation of EU Regulations Governing Payment Systems (Official Gazette 50/2016), and can complain to the CNB as the authorised body and proceedings will be instigated based on the complaint pursuant to the National Payment System Act or Act on the Implementation of EU Regulations Governing Payment Systems (Official Gazette 50/2016).
- 37.4 Among all disputes between the Users and the ECC arising from the implementation of provisions under National Payment System Act, the Consumer Credit Act (hereinafter: the CCA), Regulation (EU) no. 2015/751 or the Act on the Implementation of EU Regulations Governing Payment Systems (Official Gazette 50/2016), a proposal can be made for settlement to the Conciliation Centre of the Croatian Chamber of Commerce (hereinafter: the Conciliation Centre), implemented in accordance with the Rules of Conciliation of the Croatian Chamber of Commerce.
- 37.5 Settlement signed as a part of the conciliation process before the Conciliation Centre is an enforceable document. Funds used to settle before the Conciliation Centre shall be insured by the state budget of the Republic of Croatia.

- 37.6 Provisions of this Article shall not affect the right of the User to instigate conciliations before another authorised body to instigate court or arbitration proceedings.
- 37.7 In the part of this Blanket Agreement regulating Revolving Loan, the CCA applies, among other rules, and its implementation is controlled by the Croatian National Bank.
- 37.8 In case of dispute arising from this Agreement, the agreed jurisdiction falls under a competent court in Zagreb.
- 37.9 Loss of User income can cause difficulties in repaying Loan Agreement approved by the ECC to the User within the meaning of the Consumer Credit Act (hereinafter: "the Credit Act") and all other commitments per Card, and it can cause cancellation of the Loan Agreement, as well as a cancellation of the Blanket Agreement and forced settlement of debt, which can in turn have unsolicited consequences for the User, such as loss of real estate and other valuable property.

38. Entering into force

- 38.1 These General Terms shall enter into force on 01.08.2016 for Blanket Agreements signed on 01.08.2016 or later, with regard to Blanket Agreements signed before 31.07.2016, said date inclusive, the General Terms shall enter into force on 17.10.2016.
- 38.2 With regard to the Blanket Agreements signed before 30.04.2016, said date inclusive, these General Terms shall replace the General Terms on Issuing and Using of VISA Card no. OU-VISA/12-2015/01, of 15.03.2016, with regard to Blanket Agreements signed on 01.05.2016 or later, these General Terms replace General Terms on Issuing and Using of VISA Card no. OU- VISA/04-2016/01, of 01.05.2016.

**GENERAL TERMS OF THE BLANKET AGREEMENT ON ISSUING AND USING VISA CARD
ISSUED BY ERSTE CARD CLUB d.o.o.**

ANNEX 1

CARD PRODUCT FUNCTIONALITY DESCRIPTION

1. VISA CLASSIC CARD

VISA CLASSIC	ONE-TIME PAYMENT	CASH WITHDRAWAL
Private Basic	Republic of Croatia and abroad	Republic of Croatia and abroad
Private Additional	Republic of Croatia and abroad	Republic of Croatia and abroad

2. VISA CROATIA AIRLINES CARD

	ONE-TIME PAYMENT	CASH WITHDRAWAL
Private Basic	Republic of Croatia and abroad	Republic of Croatia and abroad
Private Additional	Republic of Croatia and abroad	Republic of Croatia and abroad
Business	Republic of Croatia and abroad	Republic of Croatia and abroad

Additional functionality:

Every Card User is a member of Miles& More award programme and gathers prize miles on Miles&More, number listed in the Request or number given to the User based on the Request. Miles are gathered on the basis of consumption in Points of Sale in Croatia and abroad (14 HR = 1 prize mile), whereas VISA Croatia Airlines Card, along with some of Diners Club Cards, gathers miles via consumption abroad (7 HRK = 1 prize mile) exclusively.

3. VISA GOLD CARD

	ONE-TIME PAYMENT	CASH WITHDRAWAL
Private Basic	Republic of Croatia and abroad	Republic of Croatia and abroad
Private Additional	Republic of Croatia and abroad	Republic of Croatia and abroad

4. VISA PLATINUM CARD

	ONE-TIME PAYMENT	CASH WITHDRAWAL
Private Basic	Republic of Croatia and abroad	Republic of Croatia and abroad
Private Additional	Republic of Croatia and abroad	Republic of Croatia and abroad

Additional functionality:

VISA Platinum Card Users use benefits of travel insurance, (loss, damage, theft or destroyed luggage, delayed luggage, delayed flight and travel health insurance) if the journey is paid with VISA Platinum Card.

5. VISA BUSINESS CHARGE CARD

	ONE-TIME PAYMENT	CASH WITHDRAWAL
Business	Republic of Croatia and abroad	Republic of Croatia and abroad

6. VISA BUSINESS REVOLVING CARD

	ONE-TIME PAYMENT	CASH WITHDRAWAL
Business	Republic of Croatia and abroad	Republic of Croatia and abroad

7. VISA CORPORATE CARD

	ONE-TIME PAYMENT	CASH WITHDRAWAL
Corporate	Republic of Croatia and abroad	Republic of Croatia and abroad