

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

1. Information on the Payment Services Provider

- 1.1 The issuer of the prepaid Diners Club Rijeka City Card (hereinafter: the Card) is Erste Card Club d.o.o., with its registered office in Ulica Frana Folnegovića 6, Zagreb, PIN: 85941596441, (hereinafter: ECC).
- 1.2 Pursuant to the Electronic Money Act, ECC obtained a ruling by the Croatian National Bank (hereinafter: CNB), Dec. no.: 364-020/12-11/ŽR, dated 16 December 2011, based on which ECC was granted the approval for (i) issuing electronic money and providing payment services related to issuing electronic money; (ii) providing services of execution of payment transactions via payment cards or through similar means, where funds are covered through the line of credit for payment services user; and (iii) providing services of issuing and accepting payment instruments. Pursuant to the above ruling, ECC is registered under number IEN113 into the electronic money institution register managed by CNB. CNB supervises the implementation of the Electronic Money Act and National Payment System Act.

2. Terms

- 2.1 Unless otherwise stipulated in these General Terms of the Blanket Agreement on Issuing and Using the Prepaid Diners Club Rijeka City Card Issued by ECC (hereinafter: General Terms), some of the terms used in these General Terms have the following meaning:

Card: the prepaid Diners Club Rijeka City Card 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, and whose name is written on the Card. If 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.hr and www.erstecardclub.hr.

Point of Sale: avenue for selling goods and services where RCC POS and/or the Validator are exclusively installed, ECC Online Services, and any other online store 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 On-line Services: 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 On-line Services, and accessed at <https://online.erstecardclub.hr>.

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

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 referred to in Article 1 of these General Terms and the rights and obligations of the person to whom the Card was issued.

- 3.2 The Blanket Agreement consists of (a) the Card Issue Request (hereinafter: Request); (b) General Terms and (c) Decision on Fees for the Prepaid Diners Club Rijeka City Card (hereinafter: the Decision on Fees), which all form an integral part thereof (hereinafter: Integral Parts).

4. Manner and Time of Entering into Blanket Agreement

- 4.1 Person who wishes to enter a Blanket Agreement can, at any given moment, request from the ECC all Integral Parts of the Blanket Agreement for a requested Card type, and can collect them in person in several Erste&Steiermärkische Bank d.d. branch offices in the City of Rijeka (hereinafter: ESB Branch Offices); the list of branch offices can be found on www.diners.hr and www.erstecardclub.hr, in the branch office of the utility company Autotrolej d.o.o., Rijeka, Jelačićev trg 3 (hereinafter: Autotrolej Branch Office) or via Internet on ECC's websites www.diners.hr and www.erstecardclub.hr.
- 4.2 When submitting the Request, the Users, including underage users, shall be obliged to identify themselves using the identity card or passport.
- 4.2 The Request represents an offer of entering into a Blanket Agreement that is submitted to the ECC by the signees. The ECC shall have the right to reject any Card Issue Request. 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 Autotrolej Branch Office.

5. Card Functionalities

- 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.). 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 and shall enable one-time purchases at Points of Sale. 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.
- 5.3 The Card can be used for contactless payments of city services provided by City Service Providers and at Points of Sale. Contactless Card payments shall be carried out by swiping the Card on the Validator and RCC POS. Functionality of contactless payment was implemented in accordance with prescribed technological criteria for card schemes and corresponding 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.
- 5.4 The Card shall not enable the User to participate in ECC's rewards programmes, unless the ECC decides otherwise.
- 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.

6. Card Deposits and Spending Limits

- 6.1 Users deposit funds to the Card at their own discretion and frequency over the validity period, whereby the minimum amount of payment to the Card must be at least HRK 15.00 and maximum amount stored on the Card may never exceed HRK 1,000.00 (in letters: one thousand), or any other amount prescribed by law. If the User deposits on the Card an amount that exceeds the above mentioned limit, the ECC shall reimburse the amount to the User and the User shall bear all costs of reimbursing the relevant funds.
- 6.2 Card Users have the possibility of managing funds deposited on the Card immediately after depositing them to the Card: (a) at ESB Branch Offices, (b) via NetBanking services of Erste & Steiermarkische bank d.d.; (c) at the Autotrolej Branch Office; and (d) at other payment locations with which the ECC concludes a relevant agreement. The Spending Limit per Card equals the deposited amount or the amount of available funds on the Card.

- 6.3 If Card Users deposit funds on the Card through payment services providers other than those referred to in previous paragraph, 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.
- 6.4 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.
- 6.5 When depositing funds to the Card, the Users, including underage users, shall be obliged to identify themselves using the identity card or passport.

7. Reimbursement of Funds Stored on the Card

- 7.1 The ECC shall reimburse, at the User's request, the nominal value of the funds stored on the Card less the reimbursement fee, if the User is obliged to pay it. Reimbursement of funds stored on the Card can be done at ESB Branch Offices.
- 7.2 When requesting the reimbursement of funds stored on the Card, the Users shall be obliged to identify themselves using the identity card or passport. In case the User is a minor, reimbursement of funds stored on the Card shall be possible only at the request of and in presence of the legal representative.
- 7.3 The User shall be obliged to pay a reimbursement fee if: (a) the User terminates the Blanket Agreement before its expiry; (b) the User requests a reimbursement before the termination of the Blanket Agreement, and/or (c) the User requests the reimbursement after the expiry of the one-year period from the 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: (a) in their full or partial amount if the reimbursement is requested before the termination of the Blanket Agreement, and (b) 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 the 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. The User is obliged to sign the back of the Card upon receiving it. Otherwise, he/she shall be responsible for damages that the ECC could suffer due to the misuse of an unsigned Card.
- 8.4 It is prohibited to use the Card online, except in online stores where the Card is accepted as a means of payment and ECC On-line 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.
- 8.5 The User shall carefully handle Personalized Safety Characteristics for access to ECC On-line Services and is advised not to send said information via email or telephone. All data on Personalised Security Characteristics that the User uses on ECC On-line Services 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 Prepaid RCC Card only via ECC On-line Services in accordance with guidance available at the above websites that describes this process in detail.
- 8.6 The User shall be obliged to undertake all reasonable security measures during online payments using the Card, such as using anti-virus programmes, initiating payments on computers with limited access, activating the firewall option in the operating system, using licensed software (operating system, browser) as well as regular and appropriate computer maintenance. Safety protection instructions for internet payments are published on websites www.diners.hr and www.erstecardclub.hr.

- 8.7 The User understands and agrees that all websites that allow internet payments using the Card have unique rules and procedures which have to be followed by the User when making payment transactions. The authorisation method for these transactions is defined under Article 9.
- 8.8 Users shall be obliged to inform the ECC without any delay of any loss or theft, suspected or actual misuse of the Card via telephone: 0800 11 44, followed by a subsequent written statement 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 ECC. ECC can decide to record all telephone conversations, which the User shall agree to by signing the Blanket Agreement.
- 8.9 In case of loss, theft and/or damage to the Card, the User shall submit a Request for issuing a new Card. 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 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.
- 8.10 All costs charged to the Card of whose theft, misuse or loss ECC has been informed, shall be subject to the provisions of paragraph 9 of these General Terms.
- 8.11 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. Payment Transaction Authorisation and its Revocation

- 9.1 Each payment transaction executed by swiping and reading the Card at a Point of Sale shall be deemed authorised by the User, i.e. swiping and reading the Card and entering required Card data shall be deemed to be a payment order at the Point of Sale. This amount shall be deducted from the funds stored on the Card.
- 9.2 Card user cannot recall authorisation for implementing transaction payment after authorising payment transaction, unless the Point of Sale delivers the written authorisation for the recall of the authorisation of payment transaction execution to ECC.
- 9.3 Since the Card presents electronic money, these General Terms exclude the application of Article 34 and 35 and Article 36 § 1 of the National Payment System Act based on and in accordance with Article 28 of the National Payment System Act. Consequently, the User 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 it.

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

- 10.1 A payment order is considered to be received at the moment when the ECC receives electronic data on the transaction authorised 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.

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 in the following manner:
- a) 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 recorded by the ECC;

b) via ECC On-line Services - the User shall be able to view the transaction list, the balance of funds recorded by the ECC and performed payments and reimbursement of funds stored on the Card.

- 11.2 ECC shall be obliged to issue to the User free of charge and at the User's request the specification of costs charged on the Card, payments and reimbursement of funds stored on the Card (hereinafter: the Specification). Specification is issued in written form and is sent to the address of the User.
- 11.3 The Specification 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. Settling Complaints

- 12.1 All potential disagreements and disputes regarding the quality and/or 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 to accept the return of goods and/or services or to cancel or reduce relevant costs, ECC shall, based on explicit written instruction of the Point of Sale and/or City Service Provider, chargeback or reduce the costs. The User shall be obliged to ensure that the Point of Sale and/or City Service Provider issues this instruction to the ECC.
- 12.3 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.

13. Blanket Agreement Duration Period

- 13.1 The Blanket Agreement shall be concluded for a limited time period that matches the validity of the Card.
- 13.2 Regardless of the validity period of the Card issued under the Blanket Agreement, the cancellation 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. 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.
- 13.3 In case of a cancellation of the Blanket Agreement, the reimbursement of funds stored on the Card shall be carried out in accordance with these General Terms.

14. Modifications, Cancellation and Termination of Blanket Agreement

- 14.1 ECC is authorised to propose Blanket Agreement modifications, i.e. modifications of any Integral Part of the Blanket Agreement, at least two months before they become effective.
- 14.2 The notice on modifications of the Blanket Agreement shall be published by the ECC on webpages www.diners.hr and www.erstecardclub.hr and in ESB Branch Offices, at least two months before the proposed modifications take effect. The User can at any given moment, after the notification, request from ECC amended Integral Parts of the Blanket Agreement, and can collect them in person in ESB Branch Offices, or download them from www.diners.hr and www.erstecardclub.hr. Furthermore, if the residence of said person is outside of Zagreb, he/she can request for a delivery via mail to the required address.
- 14.3 If the User fails to communicate to ECC in writing his refusal of the amendments to the Blanket Agreement up to the proposed date of their entry into force, it shall be deemed that he accepted the amendments to the

Blanket Agreement. If the User informs 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.

- 14.4 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. Delivery of the cancellation statement to any ESB Branch Office shall be considered to be a delivery to the ECC.
- 14.5 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.
- 14.6 The User and ECC can terminate the Blanket Agreement if the other contracting party violates any of its commitments under the Blanket Agreement and such violation is not eliminated within 15 days from the date the notification on the violation of commitments is sent via registered mail, and which describes said violation. If the violation is not rectified within the given deadline, the notification about the violation shall be considered to be a statement on termination of the Blanket Agreement, and the Blanket Agreement shall be terminated on the fifteenth day from the day of sending the notification without the need to send any additional statements.
- 14.7 In all cases, ECC is authorised, without providing additional deadline and reasoning, to terminate any Blanket Agreement with the User if (a) the Card is deemed technically incorrect; (b) if ECC has a reasonable doubt of unauthorised use of Card; (c) if it is established that the Blanket Agreement was signed based on false or incomplete information.

15. Personal Information

- 15.1 ECC uses personal information of the User 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. The ECC delivers Users' personal data to its contracting partners that produce and process the Cards, as well as to City Service Providers that enable the use of city services. 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.
- 15.2 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, the User can, at any given time, deliver a written recall to ECC headquarters address.
- 15.3 ECC is authorised to conduct processing of personal information available to ECC for its business in order to prevent, research and discover frauds in payment traffic.
- 15.4 The User, until the written recall, agrees that ECC can send informative notifications, promotional material to the contact address, email address or contact the User via telephone.

16. Notifying the User

- 16.1 The User shall be obliged to provide to the ECC up-to-date and truthful information, that enable the ECC to contact the User in a timely manner or, in case of a minor, his legal representatives in regard with fulfilment of rights and commitments from the Blanket Agreement. Violation of these User commitments is a valid reason for the termination of the Blanket Agreement and all other agreements the User signed with ECC

without the need to provide any explanations and an additional deadline for the fulfilment of said commitments.

- 16.2 The delivery of all documents sent to the User by the ECC shall be made to the User's address. In case of address change, the User shall immediately inform ECC of the new address. If the User fails to inform ECC of the change of address, the User shall bear all the consequences of such failure and expressly agrees that the date of delivery shall be the date of handing the document over to the post office.
- 16.3 All packages, apart from those which were established otherwise under these General Terms, shall be delivered via regular mail, unless the User does not request in writing for the delivery via registered mail. In that case the User shall pay the fee set in ECC's Decision on Fees.
- 16.4 Unless otherwise stipulated in these General Terms, all communication with the ECC can be conducted in writing to the headquarters address; via email to info@erstecardclub.hr; via telephone: +385 1 4929 555 and via fax: +385 1 4920 400.

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

- 17.1 By entering the Blanket Agreement, the User shall agree that ECC can, without any additional agreement from the User, cede or in any other manner transfer its rights and commitments under the Blanket Agreement. 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.
- 17.2 Before assigning or transferring his rights and obligations from the Blanket Agreement, the User shall obtain written consent from ECC.

18. Relevant Law, Language and Legal protection

- 18.1 Blanket Agreement is governed by the applicable law of the Republic of Croatia. Blanket Agreement shall be concluded in Croatian language and all communication related thereto shall be conducted in Croatian.
- 18.2 If the User deems that ECC has violated its commitments under Chapter II of the Electronic Money Act and 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 ECC: (a) via regular mail; (b) via email; (c) at the business premises of ECC, orally or in writing by filling out a Written Complaint Form; (d) via telephone and (e) via fax. ECC shall answer within 10 work days after receiving the complaint.
- 18.3 If the User or any other person with a legal interest deems that ECC has violated its commitments under Chapter II of the Electronic Money Act and 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, 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.
- 18.4 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, as well as Regulation 2015/751, 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.
- 18.5 Settlement signed as part of the conciliation process before the Conciliation Centre is an enforceable document.
- 18.6 In case of any disputes arising from this Agreement, the court in Zagreb shall have territorial jurisdiction.

19. Entering into force

- 19.1 These General Terms shall become effective on 1st June 2017 and they replace the General Terms for issuing and using the prepaid Diners Club Rijeka City Card no. OU-RCCPP/02-2016/01 of 1st February 2016.