

# GENERAL TERMS OF THE BLANKET AGREEMENT ON ISSUING AND USING THE PREPAID DINERS CLUB RIJEKA CITY CARD

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

## 2. Terms

- 2.1 Unless otherwise stipulated in these General Terms of the Blanket Agreement on Issuing and Using the Prepaid Diners Club Rijeka City Card (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 certain money value and thus become electronic money.

**User:** Natural person of legal age and with legal capacity and/or a minor above the age of 7 (seven) to whom the Card was issued at his/her request or the request of his/her legal representative. 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](http://www.diners.hr) and [www.erstecardclub.hr](http://www.erstecardclub.hr).

**Point of Sale:** Avenue for selling goods and services where RCC POS and/or the Validator are exclusively installed, as well as ECC Online Services.

**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 where the Card can be used for contactless payments.

**ECC Online:** Web application that allows you to view and receive card related information and spending amount per cards, and to use additional services available on the application.

**Customised Security Credentials:** Card number – the eleven-digit card number printed on the front of the Card.

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

- 3.1 The Blanket Agreement regulates the rights and commitments of ECC as an issuer of electronic money and a provider of payment services, and the User as the holder of electronic money and payer.
- 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](http://www.diners.hr) and [www.erstecardclub.hr](http://www.erstecardclub.hr), in the branch office of the utility company Autotrolej d.o.o., Rijeka, Jelačićev trg 3, tax number (OIB): 83938812619 (hereinafter: Autotrolej Branch Office) or via Internet on ECC's websites [www.diners.hr](http://www.diners.hr) and [www.erstecardclub.hr](http://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.
- 4.3 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.

## 5. Card Functionalities

- 5.1 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.). 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.
- 5.2 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.
- 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, in which case the ECC must inform the User about it

## 6. Card Deposits

- 6.1 Users can deposit funds up to the expiry date of the Blanket Agreement, whereby the minimum amount of payment to the Card must be at least HRK 15.00 (in letters: fifteen) and maximum amount stored on the Card may never exceed HRK 700.00 (in letters: one thousand), or any other amount prescribed by law. The maximum amount that the User can deposit on the Card during the calendar month is HRK 700.00 (in letters: seven hundred). 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. 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 No reimbursement fee is charged for the reimbursement of funds stored on the Card.

- 7.4 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.

## 8. Using 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 measures 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 The Card shall not be used (a) as a debt payment security instrument, (b) it shall not be used to withdraw cash by simulating buying and selling or by paying for fictive goods or services and (c) for buying and selling that is contrary to the regulations of the Republic of Croatia.
- 8.5 All data on Personalised Security Characteristics that the User uses on ECC Online 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 DC RCC Card only via ECC Online application in accordance with guidance available at the above websites that describes this process in detail.
- 8.6 Users shall be obliged to inform ECC without any delay of any loss or theft, suspected or actual misuse of the Card via telephone: 0800 11 44. ECC can decide to record all telephone conversations, which the User shall agree to by signing the Blanket Agreement.
- 8.7 In case of loss, theft and/or damage to the Card, the User shall submit a Request for issuing a new Card. 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.
- 8.8 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.
- 8.9 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 The User authorises the payment transaction by using the device that registers the acceptance of the Card and transactions made with it by placing the Card on, inserting it in or pulling it through the device or in any other manner, i.e. by logging into the ECC Online application and initiating payment transactions.
- 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, and the spending limit and the amount stored on the Card do not exceed the amount defined in the National Payment System Act, these General Terms exclude the application of Article 42 and 43 and Article 46 paragraph 1 of the National Payment System Act based on and in accordance with Article 33 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 of Receipt of the Payment Order and 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 11:59 p.m., 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 Online application – 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: Notification about Card Balance). Notification about Card Balance shall be delivered in paper form or on other permanent data storage medium.
- 11.3 Notification about Card Balance 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, respective 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 Notification about Card Balance. If the ECC receives information regarding a transaction carried out by using the Card which is not included in the Notification about Card Balance after its creation, the amount of this transaction shall be specified on the first subsequent Notification about Card Balance.

## 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.
- 12.4 If the User deems that ECC has violated its commitments under Chapter II and III of the Electronic Money Act and Chapter II and/or III of the National Payment System Act, he/she can file a complaint to ECC: (a) via regular mail; (b) via email; (c) at the business premises of ECC, at all Autotrolej branch offices and Erste&Steiermärkische Bank d.d. branch offices; (d) via telephone and (e) via fax. ECC shall answer within 10 work days after receiving the complaint. If the ECC cannot provide its response to the User within prescribed time limit due to reasons beyond ECC's control, the ECC shall send the User a provisional response containing reasons for delay and the deadline for sending the final complaint response, which shall not be longer than 35 days. ECC will respond by electronic mail to complaints received by electronic mail and will respond by telephone to the objections received by telephone, unless the User is satisfied with the response, in which case the written objections will be answered in writing, including electronic mail.
- 12.5 If the User or any other person with a legal interest deems that ECC has violated its commitments under Chapter II and III 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 can complain to the CNB as the authorised body.
- 12.6 In all disputes between Users and ECC arising from the application of provisions of Chapter II and III 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, Zagreb, Rooseveltov trg 2, webpage [www.hgk.hr/centar-za-mirenje](http://www.hgk.hr/centar-za-mirenje). ECC is obliged to participate in such an initiated alternative dispute settlement procedure.

### 13. Blanket Agreement Duration Period

- 13.1 The Blanket Agreement shall be concluded for an unlimited period of time. Card expiry date is 3 years from the day of its issuance and is stated on the Card. The Card is valid until the last day of the month printed on the Card. The User may, at the earliest 30 days before the expiry date of the Card, pay ECC a Regular Card Issuance Fee in accordance with the Decision on Fees, and the payment of the aforementioned Fee shall mean that the User wants to renew the Card.
- 13.2 If the User fails to pay Regular Card Issuance Fee in accordance with the Decision on Fees within 30 days before the card expiry date, the Blanket Agreement shall be terminated with the expiry of the above mentioned deadline, with which the User expressly agrees, and ECC will not specifically notify the User thereof.
- 13.3 Regardless of the validity period of the Card, 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 as unauthorised use of the Card and shall represent intentional misuse of the Card by the User.
- 13.4 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 ECC on webpages [www.diners.hr](http://www.diners.hr) and [www.erstecardclub.hr](http://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, collect Integral Parts of the Blanket Agreement in person in ESB Branch Offices, or download them from [www.diners.hr](http://www.diners.hr) and [www.erstecardclub.hr](http://www.erstecardclub.hr). Furthermore, 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 does not accept proposed amendments, he/she is entitled to terminate the Blanket Agreement on any date before such amendments enter into force.
- 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 ECC can, without providing a specific reason, cancel the Blanket Agreement with a two month notice period, which shall start on the date the written cancellation notice is sent via registered mail to the address of the User.
- 14.6 The User explicitly agrees that the ECC may terminate the Blanket Agreement 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.
- 14.7 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 mail (it also includes e-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.
- 14.8 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 Data

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

## 16. Notifying the User

- 16.1 The User shall be obliged to provide to ECC up-to-date and truthful information, that enable 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 under 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 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.
- 16.4 Unless otherwise stipulated in these General Terms, all communication with ECC can be conducted in writing to the headquarters address; via email to [info@erstecardclub.hr](mailto:info@erstecardclub.hr); via telephone: +385 1 4929 555 and via fax: +385 1 4920 400 or via internet on [www.erstecardclub.hr](http://www.erstecardclub.hr) and [www.diners.hr](http://www.diners.hr).

## 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.

## 18. Relevant Law, Language and Legal protection

- 18.1 In terms of the Blanket Agreement, the governing law shall be Croatian law. Blanket Agreement shall be concluded in Croatian language and all communication related thereto shall be conducted in Croatian.
- 18.2 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 enter into force on 1<sup>st</sup> November 2018 for all Blanket Agreements concluded on or after 1<sup>st</sup> November 2018, while those for Blanket Agreements concluded up to and on 31<sup>st</sup> October 2018 shall enter into force on 1<sup>st</sup> January 2019. These General Terms replace the General Terms for issuing and using the prepaid Diners Club Rijeka City Card No. OU-RCCPP/06-2018/01 as of 1<sup>st</sup> September 2018.