General Terms & Conditions

General Terms & Conditions

General Terms and Conditions for the Aircash Wallet Service (“General Terms and Conditions”)

Please read these General Terms and Conditions carefully. These General Terms and Conditions contain important information about your rights and obligations regarding the Aircash wallet service. You must accept these General Terms and Conditions in the registration process and you are obliged to use the service in accordance with these General Terms and Conditions.

1. General

1.1. The Aircash wallet service is provided by the company Aircash d.o.o., Ulica grada Vukovara 271, 10000 Zagreb, OIB: HR99833713101 (hereinafter: “we”or “Issuer” or “Payment service provider” or “Aircash“) which issues electronic money in accordance with the approval of the supervisory body, the Croatian National Bank (“CNB“) for issuing electronic money, number: 251-020/10-19/BV dated 3 October 2019. The Issuer has been entered in the register of payment institutions and electronic money institutions of the European Banking Authority (EBA).

1.2. The Aircash wallet is a service within the Aircash mobile application (“AircashApp”), in which the user of the service stores electronic money for transactions and/or the purchase of goods and services (hereinafter referred to as the “Account”). In terms of these General Terms and Conditions, the User is the person who opened the Account and who accepted these General Terms and Conditions within the contractual relationship (“User“).

1.3. These General Terms and Conditions govern everything related to the Aircash wallet service, i.e., the opening, using and closing the Account, as well as the issuance and redemption of electronic money from the Account. The General Terms also constitute an agreement between us as the electronic money Issuer and Account Provider, on the one hand, and the User, on the other (the “Agreement”).

1.4. Contact information of the Issuer:

e-mail: info@aircash.eu

telephone: +385 1 457 3537 / +385 1 457 3538

1.5. The User's registration and use of the Account is performed within the Issuer's Aircash application, where the User confirms that he has read and accepts these General Terms and Conditions before using the service.

The current version of these General Terms and Conditions is available on our website https://aircash.eu ("Web page) under "General Terms and Conditions – Aircash Wallet".

1.6. In cases where the Aircash wallet is used for A-bon services, certain rights and obligations not regulated by these General Terms and Conditions shall be subject to the General Terms and Conditions for issuing A-bon electronic money (available at: https://abon.cash/ – Be sure to read these terms and conditions if you intend to use the A-bon) In the event of a disagreement between these General Terms and Conditions and the General Terms and Conditions for issuing A-bon Electronic Money, these General Terms and Conditions will prevail regarding the rights and obligations associated with the Account.

1.7. Intellectual property rights related to the Aircash application, as well as the entire ICT solution ("Software") are the property of the Issuer and/or its suppliers. Any copy of the entire or a part of the Software that may be made by a third party, authorised or unauthorised, is also the property of the Issuer and/or its suppliers.

1.8. The Issuer allows the use of the Software only in accordance with these General Terms and Conditions. The Issuer reserves all rights not specifically granted under the General Terms and Conditions. The General Terms and Conditions grant users the right to use the Software, but they do not acquire the ownership rights to the Software. The user may not make such unauthorised copies.

2. Account

2.1. The account is an electronic wallet within the Aircash application where electronic money is stored in digital form. The primary purpose of the Account is to store electronic money, send and receive money, as well as to use of the Account in other ways determined by the Issuer.

2.2. Electronic money stored on the Account is electronic money as defined by the Croatian Electronic Money Act, which may be amended from time to time (hereinafter referred to as the "Electronic Money Act").

2.3. The rights of the electronic money holder and the right to use the Account belong exclusively to the User who opened the Account.

2.4. The electronic money in the Account has unlimited validity and the User can manage it as long as the Account is active. Users are not entitled to any interest on the electronic money in the Account.

2.5. The Account is not a bank account and the funds on the Account are not included in the deposit guarantee schemes determined by the regulations on the rights of depositors of funds. By accepting these General Terms and Conditions, you acknowledge that the Deposit Guarantee Schemes Act, as may be amended from time to time, as well as other laws and regulations of the Republic of Croatia and/or other countries and/or EU legislature governing insurance deposits with credit institutions, do not apply to the Account The funds on the Account are protected in accordance with the Electronic Money Act.

2.6. Your Account is denominated in the currency according to the selected currency or the assigned area of use of the service. If the payee or point of payment execute a transaction in a currency other than the currency of the Invoice, the currency will be converted according to the rules of the payee or point of payment, which the Issuer has no influence on or is responsible for.

2.7. Within the reasonable period, the User has the right to obtain from the Issuer all the information available on executed transactions from the contractual relationship, as well as the balance on the Account, date of receipt or transfer (debit or value date), fees charged and, where applicable, used exchange rate. To achieve this, the Issuer will use the transaction history available in the User Information section of the Account.

3. Conditions

3.1. By registering to use the Account, the User guarantees and confirms that he is authorised to do so and that by registering to use the Account, he does not violate regulations and/or other orders of the competent authorities of the state whose laws apply to his rights and obligations. Otherwise, the User is liable for damages that may occur due to unauthorised use of the service.

3.2. When creating the Account within the Aircash Application, the Issuer verifies and checks the identity of the user and has the right to request from the user valid identification documents and data, as well as perform additional checks of the User and the Account in accordance with the relevant regulations and internal policies.

3.3. In the registration process for the use of the Aircash wallet service, the User must submit the appropriate valid identification documents issued by the competent authority, which are then accepted by the Issuer. The documents are submitted in the form of a recording as part of the remote identification process by electronic means, which the Issuer conducts directly using the Aircash application. Furthermore, as part of the remote identification process, the Issuer verifies the identity of the User with the submitted identification documents by electronic means.

3.4. By accepting these General Terms and Conditions, the User agrees to participate in the remote identification process by electronic means and agrees that

the Issuer creates and preserves recordings made in the video identification process, all in order to protect the integrity of the User and his electronic money and the security of payment operations, as well as to comply with other relevant regulations. The user hereby confirms that he is aware that the procedures for identification and verification of identity are necessary in order to comply with regulations and procedures for the prevention of money laundering and terrorist financing.

3.5. The User undertakes to provide the Issuer with only accurate, valid, and credible data and personal documents in the process of establishing and verifying their identity and confirms that they are aware that any other action is against the law.

3.6. The Issuer has the right at any time, before, during and/or after successful registration, to request additional information and documents from the User, and the User's refusal to submit the requested is the reason for termination of registration, or extraordinary termination of this Agreement.

3.7. The user must have a smartphone that has Internet access and supports the installation of Aircash application, the receipt of notifications and SMS messages (this option can be turned off on the mobile phone, the User must turn it on to ensure full functionality of the application), with the ability to use iOS or Android operating system. The provision of mobile telephony services (which may be subject to payment) is not the subject of this Agreement. The Issuer is not responsible for any errors in the operation of the Aircash application that may be the result of using different and inadequate mobile devices and operating systems.

3.8. The User may open only one Account, which must be in the User's name and may be used solely for the User's personal needs. The User may not open an Account under their own name for a third party and/or open an Account that will be used for the needs of a third party. The User is not authorised to transfer the Account to a third party, nor allow a third party to use the Account in any way, and any action contrary to this provision will be considered misuse, whereby the User is liable to the Issuer for all damages, and the Issuer reserves the right to temporarily or permanently block the Account or extraordinary terminate the Agreement.

3.9. The User may not use the Account for illegal purposes, including making transactions and/or paying for goods and/or services that are designated by law as a criminal offence and/or misdemeanour in the territory of the country of which the User is a citizen and/or in which they are located at the time of the transaction and/or towards which the transaction is directed. The User bears all responsibility in case of illegal use of the Account.

4. Registration, use and closing of the Account

4.1. In order to be able to use the Account service, you must first download the Aircash application and perform the registration procedure in accordance with Art. 3

of these General Terms and Conditions. As part of the registration process, the User must confirm that he has read and that he accepts these General Terms and Conditions and thus irrevocably submits an electronic request for opening an Account and establishing a business relationship.

4.2. During registration, the User will be asked to also select protective security data for opening and using the Aircash application and secure access to the Account. All instructions on how to register shall be displayed within the Aircash App during the registration and verification process of the User's data.

4.3. The business relationship between the User and the Issuer shall be deemed to be established upon confirmation of the received data and successful verification of the User's identity, which enables the full functionality of the Aircash App and use of the Account. The Issuer reserves the right to refuse to carry out the profile verification procedure and the establishment of a business relationship and/or to limit the functionality of the service to the User based on obligations prescribed by law or special circumstances of the case.

4.4. Notwithstanding the fulfillment of the conditions specified in this Article, the Issuer reserves the right at its discretion to refuse to open an Account and enter into agreement with the person who submitted the request to open an account and is not obliged to justify such a decision.

4.5. By installing and using the Aircash application, the User agreed: that the Aircash application accesses mobile device data, phonebook, camera and microphone, all for the purpose of facilitating the User's use; that the application uses access to geo-location services on a smartphone, all for facilitating the use of the User; to receive occasional notifications from the Issuer and/or its partners, all in good faith through the Aircash application, SMS and/or e-mail; and to the acceptance of these General Terms and Conditions. The Issuer does not sell, rent or lend or otherwise make available the Aircash User list to third parties.

4.6. Within 14 days from the date of opening the Account, you can close the Account at no cost by contacting the Customer Service of the Issuer ("Customer service"). However, if there is electronic money stored in the Account, you will need to request redemption of the electronic money in full. Transactions and fees for transactions undertaken prior to the closing of the Account (including transactions initiated but not completed prior to the closing of the Account) will not be revoked and you are required to settle them.

5. Depositing to the Account

5.1. After opening an Account, you can deposit money into your Account in all available ways:

5.1.1. By cash payment at the Issuer's electronic money distributor.

When the payment transaction is confirmed, the User has electronic money available in the Account in an amount equal to the received monetary value.

5.1.2. By making a payment with a credit or debit card directly in the Aircash App.

When the payment transaction is confirmed, the User has electronic money available in the Account in an amount equal to the received monetary value.

You may link to the Account only those cards that you are authorised to use; by making a payment with a credit/debit card, you guarantee that you are authorised to use the card, otherwise you are liable for any damage that may result from unauthorised card use.

5.1.3. Payment by direct bank transfer

When depositing into Account by paying by bank transfer, User is responsible for correct and complete entry of all payment instructions as shown in AircashApp when making payment order (IBAN, model and payment reference number). If all data is not entered correctly, Issuer is not able to top-up the User's Account. The order given by the User is executed by the bank with which the User has a bank account, and it may take some time until the amount is visible in the Account. The method and deadlines for executing payment orders are defined by the User's bank. Depending on the User's bank, the execution of that order may have a time delay of several minutes, hours, or even several days and depends entirely on the User's bank. The Issuer has no influence on the procedure, method, and dynamics of payment by the bank. Paid funds will be available on the User's Account latest on the next business day following the Issuer received the funds with correct and complete data. In case the funds are received with incomplete or incorrect data based on which it is not possible to identify the User's Account, Issuer will return the funds to the payer unless User contacts the Issuer within 14 days from the receipt and supplements the payment order data. Issuer reserves the right to charge and deduct from the received amount all bank charges and expenses charged to Issuer in connection with the respective payment and return.

5.2. The Issuer sets the initial limits and reserves the right to manage the limits of payments to the Account, and maintains them in accordance with the regulations governing payment transactions, prevention of money laundering and terrorist financing, as well as other relevant regulations. The Issuer is under no obligation to explain the management of limits to the User. Related transactions are also monitored, and we reserve the right to make additional checks, calls, and hold the execution of payment transactions to the Account.

5.3. The Issuer monitors the average cash balance on the Account, average transaction values and, when a deviation in the Account balance is noticed, reserves the right to contact the User for additional checks and reserves the right to temporary

block the Account until all necessary checks are performed in order to protect funds and comply with the law.

5.4. The Issuer reserves the right to expand the options for replenishing the Account, and will notify the User of any changes through one of the open communication channels in an appropriate manner.

6. Redemption

6.1. The User may at any time request the redemption of electronic money in the Account at face value, in whole or in part if he requests redemption before the termination of the contract.

6.2. If he wants to redeem funds from the Account, the User must send an e-mail to the e-mail address info@aircash.eu and request redemption from the Account or a written request should be submitted to the Issuer's address by registered mail. Together with the request, the User must enclose a scanned valid ID card or passport and contact phone number, as well as the account number opened with a credit institution in the Republic of Croatia or the European Union to which the redeemed funds will be paid, together with IBAN and BIC. Redemption is made exclusively to a bank account opened in the name of the User. In order to fulfill our legal obligations, we may request other information from the User before we make a redemption. The redemption of the remaining amount will be made upon submission of all required data, as well as upon fulfillment of other legal conditions for payment. The redemption fee is determined by the Price List, and is charged in the following cases:

1. if the Agreement provides for the term of validity of the Agreement and the User terminates the Agreement before the expiry of such term of validity;
2. if redemption is required before the termination of the Agreement, except in the case referred to in item 1 of this paragraph, or
3. if redemption is required after the expiration of one year from the date of termination of the Agreement.

7. Making a payment

7.1. The User can use the electronic money in the Account to make payments in online stores and/or points of sale ("Stores") that accept payment with Aircash electronic money issued by the Issuer. Payment is subject to the terms of the Payment Accepting Store as stated on the website of those Stores. You can only make payments if you have a sufficient amount in your Account to complete the transaction.

7.2. Payments may be limited depending on the Stores, the age of the User and the status of the Account. The Issuer does not guarantee that the Account will be available as a payment method to all Stores at all times.

7.3. The user can initiate payment at the Stores accepting payment from the Account:

a) by directly initiating an order from the Aircash application or by selecting the “Aircash payment” option on the Store website, and

b) at the physical point of sale with an indication to the cashier that payment will be made through the Aircash wallet.

7.4. In case 7.3. under a) The User will select the Store within the Aircash application and select the payment amount or a QR code will appear on the Store website which the User will scan from his Aircash application or by selecting Aircash payment method on the Store website. In both cases, a payment order will be opened to the User within the Aircash application, which the user authorises and thereby gives consent for the execution of the payment transaction and digitally signs the order for the purpose of proving the irrevocability of the payment. The Issuer will make the payment immediately upon receipt of the payment order, which means that you can no longer cancel the order once it has been confirmed.

7.5. In case 7.3. under b) the User indicates to the cashier at the point of sale that he will make the payment via the Aircash application and displays to the cashier the QR code from the screen of his mobile phone which the cashier scans. Then the completed payment order is opened to the User and the User authorises it at the same way as under 7.4.

7.6. The Issuer may introduce additional security measures to confirm the payment, to protect the Account from unauthorised transactions. The User must act in accordance with the security procedures ordered by the Issuer.

7.7. Refusal of Payment Order: The issuer will refuse to make the payment in the following cases:

1. the execution of a transaction represents a violation of a provision of national or international law, or of an order issued by a competent administrative or judicial authority, or there is a reasonable suspicion that the execution of transaction will constitute an infringement or criminal offence and/or the transaction is prohibited on any other grounds;
2. to prevent money laundering and terrorism financing;
3. if the access information and/or security parameters have not been provided or the parameters provided are incomplete;
4. if the Account is blocked, or
5. if there are insufficient funds on the Account to complete the transaction.

7.8. If a transaction is declined, the User will be immediately notified via the Aircash application.

8. Outstanding or irregular payments

8.1. If Aircash is late in completing the transaction for which the User has given us a valid instruction, the User may request that we contact the payee's payment service provider and request that the payment be made as if the payment had been received on the correct day.

8.2. If the Issuer is, in accordance with the law, responsible for the execution of a payment transaction initiated by the User as a payer, he is obliged to return to the User without delay the amount of outstanding or irregularly executed payment transaction, and if the User's Account is debited, restore the Account balance as it would have been if there had been no incorrect payment, unless it proves that the payee's payment service provider has received the amount of the given payment transaction.

8.3. The Issuer is not responsible for non-execution or irregular execution of a payment transaction if the payment order is executed in accordance with the unique identifier of the payee specified by the User (e.g., selection of the payee's mobile phone number).

8.4. The User has the right to request a refund of fees collected or deducted from the Account, which are related to a confirmed transaction that was not executed or was executed irregularly.

8.5. The User is obliged to inform the Issuer about the non-executed, irregularly executed, or delayed execution of the payment transaction without delay as soon as he became aware of it.

9. Third-party service providers

9.1. The User may:

1. instruct a third party service provider to access the information in their Account; or
2. in the event that the Issuer provides users with the ability to make payment orders from the User's Account, make payments from their Account,

9.2. Any instructions received from a third-party service provider shall be deemed by the Issuer to have been received from the User. The User must not give his security data to a third party.

9.3. The Issuer may refuse a third-party service provider access to the User's Account in the event of suspicion or danger of unauthorised or fraudulent access by that third-party service provider. Before the Issuer does so, it will notify the user to explain the reasons for this, unless it is impractical, in which case the Issuer will immediately notify the User. In either case, the Issuer shall communicate this to the

user in the manner it deems most appropriate in the given circumstances. The Issuer shall not communicate to the User the reasons if this could jeopardise reasonable security measures or otherwise be unlawful.

9.4. The Issuer may provide a third-party service provider with a specific method of accessing the User's Account. If it does so and if the third-party service provider attempts to access the Account in another way, the Issuer may disable that access.

9.5. If the User believes that the payment was incorrect or unauthorised, it must notify the Issuer as soon as possible, even when the User uses a third-party service provider.

10. Receiving payments

10.1. Stores may offer the option to make a payment to the User's account. The user can start the transaction by selecting the "Aircash wallet" payment option on the Store's website, in which case the Store's payment terms apply. As soon as the Store makes the payment, the amount paid will be transferred to the User's Account (minus the Trade's fees, if applicable). Payments received from the Store will be displayed in the transaction history in the User's Account along with the date of receipt (payment date), fees charged and, if applicable, the exchange rate used. Each transaction has a unique transaction ID and is displayed in the transaction history. The Issuer does not change the data displayed in the transaction history. You will regularly be able to reconcile incoming payments with your records.

10.2. It will not be possible to receive payment if:

1. User Account is blocked or does not have the required status to allow payments to be received;
2. The Store is not authorised to make payments to the User's Account.

10.3. If the Store payment request is denied, the User will be notified immediately via the Aircash application.

10.4. Each transaction has a unique transaction ID and is displayed in the transaction history. Please provide this transaction ID when you communicate with us about a particular transaction. Please check your Account balance regularly. Please report any irregularities or clarify any questions you may have through Customer Service as soon as possible.

11. Payment of invoices from the Aircash wallet

11.1. Within the Aircash wallet the User has the option to pay the invoices that have a 2D code with electronic money. Payment orders are issued by scanning the 2D code on the invoice/general payment slip. The User undertakes to use this service

exclusively for valid and legal payments in accordance with the relevant regulations and these General Terms and Conditions.

11.2. By executing the bill payment order, the User receives a payment receipt within the Aircash application in the form of a .pdf document that he can download within the Aircash application at any time. The payment service provider will make the payment to the payee in accordance with the instructions of the payer (User). The payment service provider undertakes to approve the payee on the same business day or by the end of the following business day at the latest, counting from the time the payment order is received, i.e. the execution of the payment within the Aircash App. In the event that the order cannot be executed, the User will receive a notification about this in the Aircash App and the indication of an unsuccessful transaction in the list of transactions.

11.3. To pay the invoice from the Aircash wallet, the Issuer charges a fee for using this service in the amount defined by the Price List, which is charged directly and in full from the Account on the day of the transaction, i.e., transaction authorisation, and the available balance on the Account is reduced by the fee amount.

12. Cash withdrawals

12.1. The Issuer enables cash withdrawals of the electronic money stored in the Account. Cash withdrawals can be made at ATMs or other self-service devices managed by a credit institution that has a contract with the Issuer. The list of credit institutions whose self-service devices can be used for cash withdrawals is available on the Issuer’s website.

12.2. In addition to ATMs or other self-service devices, cash withdrawals from the Account can also be made at payment points of contractual partners/distributors who have a contract with the Issuer. The list of contractual partners is available on the Issuer’s website.

12.3. The Issuer sets initial limits and reserves the right to manage withdrawal limits from the Account, and maintains them in accordance with the regulations governing payment transactions, prevention of money laundering and financing of terrorism, as well as other relevant regulations. The Issuer is not obliged to explain the management of limits to the User. Related transactions are also monitored, and we reserve the right to make additional checks, calls and delay the execution of payment transactions from the Account.

12.4. For cash withdrawals at ATMs or payment points of contractual partners, the Issuer shall charge a fee for the use of this service in the amount determined by the Price List, which shall be charged directly and in full from the Account on the day the transaction is executed, i.e. authorised; the amount of the fee shall be deducted from the available balance on the Account.

12.4. Withdrawal process: The User may use the cash withdrawal service by sending an order to the Issuer through the Aircash App. After the User sends the Issuer an order for a cash withdrawal in a certain amount, the Issuer checks the balance on the Account and if there are sufficient funds in the Account to cover the requested amount and the associated fee, the User will immediately receive a notification within the App in the form of a QR code or barcode or, in the case of an ATM, in the form of a one-time 6-digit short-term code that the User can enter at the ATM or other self-service device that makes cash withdrawals. Funds will be available for withdrawal immediately upon receipt of the 6-digit code or a QR code/barcode.

12.5. If the withdrawal is made at the withdrawal points of the contractual partners then the QR code/barcode is displayed to the contractual partner's employee at the payment point. In addition to the QR code/barcode, the employee may also request to see an identification document (ID or passport). If you do not provide the identification document at the request of the employee, the employee will refuse the payment.

12.6. A withdrawal transaction initiated by the User using the received QR code/barcode/6-digit code shall be deemed authorised after the code has been entered at the ATM or presented at the withdrawal point.

12.7. In the event that the ATM and/or the distributor does not have the banknotes available in the amount for which the payment is requested, the withdrawal will not be possible. The Issuer shall not be liable in case the ATM or payment point does not dispose of banknotes in the amount for which the User has requested withdrawal, whether it is an excessive amount or an amount that cannot be paid due to lack of banknotes of the appropriate amount, and is not responsible for the availability and proper operation of ATMs, self-service devices, or pay-out points.

13. Payment to a bank account

13.1. The User can use the electronic money stored in the Account to make payments to the bank account whose data they have entered in the Aircash App.

13.2. The Issuer sets the initial limits and reserves the right to manage payments to the bank account, and maintains them in accordance with the regulations governing payment transactions, prevention of money laundering and terrorist financing, as well as other relevant regulations. The Issuer is not obliged to explain the management of limits to the User. Related transactions are also monitored, and we reserve the right to make additional checks, calls and delay the execution of payment transactions to the bank account.

13.3. For payments from the Aircash wallet to the bank account, the Issuer charges a fee for using this service in the amount defined in the Price List, which is charged directly and in full from the Account on the day of the transaction, i.e., transaction

authorisation and the available balance on the Account is reduced for the amount of the fee.

13.4. Payment process: Within the Aircash App, the User must first enter the IBAN, i.e. the bank account number to which the payment will be made. Then the User independently initiates the transaction electronically from the mobile application by defining the payment amount within the available limits and confirming the execution of the transaction.

13.5. The order placed by the User is executed by the bank in which the Issuer has an open bank account. Upon receipt of the payment order by the User, the Issuer for the same amount issues a payment order to the bank in which the user has an account. The manner and deadlines for execution of the payment order are defined by the Issuer's bank. Depending on the Issuer's bank, the execution of this order may have a time delay of several minutes, hours, but also few days and depends entirely on the Issuer's bank. The Issuer has no influence on the procedure, method, and dynamics of payment by the bank. The Issuer executes the User's orders on a daily basis, on business days.

14. Account security settings

14.1. It is the User's responsibility to ensure that the data stored in connection with the Account are always accurate and up to date. The User will make changes to the contact information, in particular the e-mail address or mobile number, in the profile section of the Account. The User shall inform the Issuer in a timely manner of any change in personal data or change in the data of the documents previously provided to the Issuer. The User shall be liable for any damages that may result from the violation of this provision of the General Terms and Conditions.

14.2. The Issuer is authorised to check at any time whether the personal data stored in connection with the User is accurate and up to date, including by requesting the User to submit valid evidence.

14.3. In order to maintain the level of security of the Account, the Issuer is authorised to contact the User by sending an e-mail to the e-mail address stored in the user section or via text messaging or in another way to the stored mobile phone number.

14.4. The user is obliged to ensure that the stored e-mail address as well as the mobile phone number are accessible and must immediately download and read every message sent by the Issuer in order to prevent unauthorised use of the Account.

14.5. If the Issuer believes that there is a risk of fraud or a security threat to the User's Account or the security of the Aircash service in general, the Issuer will use the fastest and most secure way to contact the User using the contact details

provided by the User, in order to communicate to them what they need to do to help resolve these risks.

14.6. Use of the Account is limited to the amount available in the Account at the time the transaction is confirmed, minus the amount of applicable fees.

15. User's responsibility to maintain the confidentiality of data and actions to be taken in case of loss, theft, or misuse

15.1. The User is obliged to protect his/her mobile phone with Aircash application and application access information (PIN) from unauthorised use by third parties as they constitute the basis for dual authentication and the ability to use the Account. The User shall be held liable for any damages that may occur due to the lack of due care in connection with the protection of the mobile phone with the Aircash App and PIN number, and for the violation of the provisions of this article and other provisions of the General Terms and Conditions.

15.2. The User's security obligations are at least the following:

15.2.1. To exercise greater care when protecting access to the mobile device on which the Aircash mobile application is located and access to the Aircash mobile application itself with a confidential password known only to the User;

– To exercise greater care in taking measures to protect assigned or selected personalised security credentials to prevent their loss, theft, misuse, or unauthorised disclosure.

For example, voluntarily revealing or making available the assigned or selected personalised security credentials to a third party shall be deemed an act contrary to the obligation of due care and in such a case the User shall bear the risk and the resulting damage and shall also be liable for the damage that may by suffered by the Company.

15.2.2. Under no circumstances shall the User transmit or otherwise make available personalised security credentials via e-mail, websites, or in any other way, nor shall they open, forward, or reply to electronic mail messages (e-mails) or text messages that create the impression that they come from Aircash. The User confirms that they are aware that every e-mail message originating from Aircash will be sent exclusively from the official Aircash e-mail address ending with @aircash.eu and that Aircash employees will never ask the User to disclose or provide (verbally or in writing) any credentials, including PINs, activation codes, and the like;

15.2.3. The User shall not open electronic mail messages (e-mail), attachments or hyperlinks (links) from untrustworthy messages or messages that they do not expect from the aircash.eu domain;

15.2.4. The User shall take into consideration which internet websites are accessed from devices that access the Aircash App, because access to some websites involves an increased risk of infecting computers, mobile, and other devices with malware;

15.2.5. The User shall not make unauthorised modifications to the Devices used as means of identification/authorisation and/or the mobile device (for example, root, jailbreak);

15.2.6. In the event that the User has activated the use of Biometric authentication in their Device that they use as a Means of identification/authentication, the User shall ensure that at all times only the User's biometric data is stored in the same Device that is used as a Means of identification/authentication, because any sign-in through any method of biometric authentication shall be deemed to have been performed by the User, including any orders that may have been completed after signing in using such methods, and the User shall bear full liability for any resulting damages.

15.3. All User and security information for access to the Aircash application, or Account, are confidential to Users and as such should not be disclosed to third parties. Transaction information is automatically synchronised with the User's mobile applications, and the Issuer is not responsible for the unauthorised disclosure of such information to third parties and for the theft or loss of the User's mobile phones. In this case, Users are obliged to contact the Issuer's Customer Service immediately, which will then immediately block the user's Account. In such cases the Issuer may enable re-registration for the use of the Account service to these Users on their initiative.

15.4. In the event that the access data or security parameters have been lost, stolen, misused, or used in any other unauthorised way, the User shall contact the Issuer by phone without delay from the moment they found out or should have found out (the user phone number is on the website) or online in order to block their account ("Blocking Notice"). Any delay in notifying the Issuer may affect the security of the User's Account and result in the User's liability for any losses if the delay in notifying the Issuer is the result of intent or gross negligence. If the User suspects that someone else has accessed his Account, or if he suspects another misuse, he should contact the police immediately.

15.5. The Issuer does not guarantee the delivery or suitability of any goods or services paid through the Account. The Issuer is not authorised nor will it participate in negotiations, progress, and/or disputes in business relations between merchants and Users. The Issuer enables electronic money payments, and it is its duty to enable payments in accordance with the obligations prescribed by law and other regulations. The Users have the right to define the character of their business relationship on the basis of which the transaction is prepared and paid. If the User suspects abuse or other illegal circumstance, they should report to the competent

institutions and initiate appropriate procedures. The Issuer is at the disposal of all relevant institutions.

16. Fees and exchange rates

16.1. The Issuer does not charge fees for opening and activating the Account as well as for checking the Account balance.

16.2. After the electronic money is issued by its issuer in the amount value of which is equal to the received monetary value, in case of change of the holder of already issued electronic money at the request of its holder, the Issuer may charge a fee for the change of the holder of the already issued electronic money.

16.3. The Issuer may charge a fee for payments from the Account to certain Stores. These fees will be displayed to the User before the payment is confirmed. Stores are entitled to charge a fee for this form of payment, but this is a direct business relationship between the User and the Store and has nothing to do with the fees charged by the Issuer.

16.4. For some of the services, the Issuer shall determine fees in accordance with the Price List. The Price List can be found on the company's website under the name "Fees".

16.5. In the event that after the entry into force of these General Terms and Conditions there is any change in the amount or application of certain fees related to the Account, the Issuer shall inform the Users appropriately and in due time.

16.6. The Issuer's exchange rate available on the Issuer's website and directly in the Aircash application during the conversion is applied to the currency conversion of funds performed by the User within the Aircash wallet.

17. Account blockage

17.1 The Issuer may block the User's Account or otherwise limit its use for reasons related but not limited to the security of the Account or any of its security features or if it justifiably suspects that there has been unauthorised or fraudulent use of the User's Account or that any of the security features of the Aircash account or the Aircash service in general has been compromised, as well as in the event of a violation of any of the provisions of these General Terms and Conditions and/or relevant regulations.

17.2 Where possible, the User will be notified about the blocking or restrictions on the use of the Account. The Issuer is not obliged to explain the reasons for blocking or restricting the use of the Account if it has reason to believe that this could affect the security interests of the Issuer or the User or could affect the implementation of measures and actions by competent authorities.

18. Issuer’s responsibility

18.1. The Issuer does not guarantee that the Stores will accept payment from the Account or that the Issuer will authorise a specific transaction. This may be due to circumstances on the part of the Issuer’s or a third party’s system, something beyond the Issuer’s reasonable control, or because the Issuer suspects misuse of the Account.

18.2. The Issuer shall not be liable in the event that a Store refuses to accept payment from the Account or the Issuer refuses to approve the transaction, or cancels or suspends the use of the Account to the extent permitted by these General Terms and Conditions and the law.

18.3. Unless otherwise provided by law, the Issuer shall not be liable for any direct or indirect loss or damage the User may suffer as a result of the full or partial use or inability to use the Account, or its use by a third party. The Issuer will also not be liable for any losses or costs incurred by the User arising from compliance with the legal and regulatory requirements of the Issuer.

18.4. In the event that the User does not use the Account in accordance with these General Terms and Conditions or if the Issuer recognises that the User uses the Account without authorisation, the Issuer shall have the right to charge the user all reasonable expenses incurred by the Issuer for taking actions to stop the User from using the Account and to refund all funds due to the User’s activities.

19. User’s responsibility

19.1. The User shall immediately notify the Issuer if he/she notices that an unauthorised or incomplete payment has been made through his/her Account and mobile application. Claims and objections related to unauthorised and incomplete payment shall be excluded if the User fails to notify the Issuer within 13 (thirteen) months from the date of incorrect payment.

19.2. In the event that the User has or can reasonably be assumed to have knowledge or suspicion that their Account, mobile phone, access data, or any other security parameter has been lost, stolen, misused, and/or compromised in some other way, the User shall immediately inform the Issuer about the loss or theft of access data, misuse, or unauthorised use of access data and security parameters.

19.3. In the event of an unauthorised payment or payment that was incorrectly made due to our error, the Issuer shall, as soon as possible, refund the amount paid, including any fees. This does not apply to the following situations:

1. If the unauthorised payment is the result of the User’s failure to use due care and keep their mobile phone, and/or access data secure, or other misuse or

fraudulent behaviour on the part of the User, in which case the User shall remain liable for the total amount of the transactions;

2. If the User fails to notify the Issuer without delay about any loss of mobile phone, and/or access data, or other event that could reasonably be expected to threaten the security of the User's account after the User has become aware of, or is reasonably expected to have become aware of, such an event, in which case the User shall remain liable for all losses until such an event is notified to the Issuer;
3. If the transaction was not authorised, but the User acted fraudulently or compromised the security of the Account intentionally or through negligence, in which case the User shall bear sole liability for all losses; or
4. If the User fails to dispute the transaction and/or fails to warn the Issuer about an unauthorised or wrongly executed transaction within 13 (thirteen) months from the day of the transaction.

19.4. Except in the case of the User's fraudulent conduct, the preceding paragraph shall not apply to transactions performed after the User has notified the Issuer, if the Issuer has not provided the User with adequate means of notification, or if the Issuer should have used strong means of authentication but failed to do so, in which case the Issuer shall be responsible and shall return to the User as soon as possible all amounts relating to the unauthorised transaction.

19.5. Without prejudice to the foregoing, the User undertakes to take care of data security, and regularly and frequently review the history of Account transactions and contact the Issuer's Customer Service without delay with any questions or concerns.

19.6. In the case of any erroneous or misdirected payments, the Issuer will take reasonable steps, in accordance with the law, to assist the User in seeking and recovering the amounts subject to such payments.

19.7. In accordance with the above, the Issuer is not responsible for any defect in the work of its service and/or for the defect in the work of intermediary services relied on to fulfill its obligations under these General Terms and Conditions, provided that such defect is due to extraordinary and unforeseen circumstances beyond the reasonable control of the Issuer or the control of the intermediary to which it applies.

20. Protection of personal information

20.1. In order to ensure the functionality of services within the Aircash application, including the use of Aircash wallet, the Issuer may collect personal data of the User such as name and surname, telephone number and e-mail address and copies of personal and other documents ("Personal Data"). The Issuer collects and uses personal data in order to maintain the functionality of the service, ensure the security of Accounts and payments, and provide services to Users, whereby it has an obligation of confidentiality towards the same Users and their data. The Issuer

protects the User's personal information from unauthorised access, use or disclosure. Information on computer servers is stored in a controlled, secure environment, protected from unauthorised access, use or disclosure. The User expressly permits the Issuer to access, process and retain all information provided by the User for the purpose of providing payment services to the User. This does not affect the respective rights of the Issuer and the User and the legal obligations regarding information protection. The User can withdraw consent by closing the Account. If the User withdraws such consent, the Issuer will cease using the User's information for this purpose, but may continue to process the information for other purposes for which the Issuer has other legal bases, such as when the Issuer is legally obliged to keep transaction data and records.

20.2. The User's personal information is processed in accordance with applicable regulations. The User's personal information is controlled by the Issuer and used in accordance with the need to provide the service. Furthermore, the Issuer uses the User's personal data, together with other data collected or generated during the User's relationship with the Issuer, such as transaction details, transaction history, and the like, in order to be able to provide the requested services to the Users (including, among others, purposes such as administration, customer service, verification of the User's identity, fraud prevention, and product and business development). Read and find out more about data protection from the Information on the processing of personal data, which is available on the Website.

20.3. The Issuer will disclose the User's personal data to third parties only if it is necessary for the processing of transactions and only to those third parties with whom it has a contractual relationship on data protection, in order to perform the services that the Issuer provides to the Users, or to facilitate future transactions or to supplement the data with data from publicly available sources. This also helps the Issuer understand and improve its product and service offering. The Issuer may also disclose the User's personal information to third parties in cases where reasonably necessary, for the purpose of preventing and detecting criminal offences, or when required by law. The Issuer shall retain the information, marketing selections and transaction history of the User on the basis of a retention schedule for no longer than is necessary for the purposes for which the information was collected and in accordance with applicable regulations.

20.4. The User has the right to access and request a copy of their information and may correct, delete or block information that is incomplete, inaccurate or out of date, unless otherwise provided by law. It may also object at any time to the way in which its information is collected, processed or used, especially in cases where processing is not necessary to perform the service, or where the right derives from a law or regulation.

20.5. The Issuer is liable for the responsible and legally justified keeping of the User's personal information and the unauthorised or unlawful use of their personal

information by the Issuer and all other persons to whom the Issuer has disclosed this information without proper authorisation. The User expressly agrees to the Issuer to exchange such personal information with third parties or the Stores that are necessary for the execution of the service which the User uses with the assistance of third parties or Stores through the services of the Issuer.

20.6. The Issuer will keep Users regularly informed about the Account, Information Protection and other important events. By accepting these General Terms and Conditions, the User agrees to receive such information by e-mail or text message or Aircash application. Also, the Issuer will inform the User about promotional campaigns, special conditions, etc. if the User has agreed to receive such information.

21. Duration and termination of the Agreement

21.1. The Agreement between the Issuer and the User on the use of the Account is concluded for an indefinite period.

21.2. The User may terminate this Agreement at any time by sending an email to the Issuer or through the Aircash Application.

21.3. The Issuer is authorised to terminate the contractual relationship by giving 2 (two) month notice in advance by e-mail to the e-mail address provided by the User.

21.4. In the event of an important reason, the Issuer may terminate the contractual relationship with the User with immediate effect at any time by sending an e-mail to the e-mail address provided by the User, regardless of other provisions (emergency termination). Important reasons for terminating the Agreement with immediate effect without notice include, but are not limited to the following situations:

1. The User failed to provide accurate and/or complete information about their identity, or concealed other material facts that would influence the Issuer's decision to establish a business relationship;
1. The User has violated the provisions of these General Terms and Conditions;
2. There is a suspicion that the User has committed a misdemeanour or criminal offence or violated the provisions of regulations in the field of prevention of money laundering and terrorism financing;
3. The User uses the Account in an illegal and/or unlawful manner and/or for illegal and/or unlawful purposes;
4. There is a suspicion of a threat to security interests, or
5. the Issuer is obliged to cancel the contract without notice for legal reasons.

21.5. The moment the Agreement termination takes effect, the User's Account will be blocked. The Issuer shall pay to the User the amount in his Account at the time of blocking, minus any due payments and fees. In the event of termination of the Agreement, the User shall comply with the Redemption provisions. After 6 (six) years

from the termination of the Agreement, it will not be possible to request redemption of electronic money from the User's Account.

22. Amendments to the General Terms and Conditions

22.1. The Issuer is authorised to amend these General Terms and Conditions provided that it has notified the User of the intended change at least 2 (two) months before the effective date of the changes.

22.2. The Issuer shall notify the User in writing of the intended amendments of the General Conditions at least 2 (two) months prior to their entry into force. The notification will be sent to the e-mail address of the User as registered on the Account.

22.3. Except in the case of a written complaint of the User before the date of entry into force of the amendments to the General Terms and Conditions, it will be considered that the User has agreed to these amendments and the amendments will become an integral part of the Agreement with the User. If the User does not accept the proposed changes, he has the right to terminate the Agreement with the effect of such cancellation free of charge on any date before the date of entry into force of changes to the General Terms and Conditions. In the communication on changes, the Issuer will warn the User about the consequences of failing to object to the changes and about the right of the User to terminate the Agreement without compensation and notice period.

22.4. Improving the functionality of the service subject to these General Terms and Conditions, introducing a new service or changing the method of payment and/or Stores, which is not of material significance to the rights of the User and/or in favor of the User, will not be considered an amendment to the General Terms and Conditions.

23. Transfer of contractual obligation

23.1. The Issuer is authorised at any time to transfer its rights and obligations under the Agreement and these General Terms and Conditions to a third party. Such transfer will not affect the rights of the User.

23.2. The Issuer will notify the User of the intended transfer of the Agreement at least 2 (two) months in advance by e-mail to the e-mail address of the User as registered on the Account. The User may terminate the Agreement with immediate effect prior to the date of the scheduled transfer.

23.3. The User is not authorised to transfer claims against the Issuer to a third party, nor to pledge them, including but not limited to, claims on the amount from the Account, unless the Issuer determines otherwise.

24. Notifications sent to Users

The Issuer sends notices (including legal and business notices) to the Users through the contact information provided by the User to the Issuer. The User is obliged to inform the Issuer without delay of any changes of address, telephone number, mobile number or e-mail address. The User can do this either by changing the information under “My profile” in their Account to or by contacting Customer Service. The Issuer is not responsible if the User does not notify him of changes of his contact information.

25. Dispute resolution

25.1. Complaint is any statement of dissatisfaction made to the Issuer by a former or current User in relation to the provision of services that are subject to these General Terms and Conditions. Complaints can be filed in one of the following ways:

1. by e-mail: prigovor@aircash.eu
2. by post: Aircash d.o.o., Ulica grada Vukovara 271, Zagreb

25.2. The complaint should contain at least:

1. personal information of the User;
2. a detailed description of the event/situation or circumstances which caused the dissatisfaction that are the subject of the complaint and proof of the reasoning of the complaint;
3. address or email address to submit a response to the complaint

25.3. Aircash does not respond to anonymous complaints.

25.4. The Issuer shall, in accordance with the regulations in force, issue to the User an acknowledgment of receipt of the complaint. Queries submitted verbally (by telephone) are not considered complaints and, if possible, are resolved immediately upon receipt. If it is not possible to resolve the complaint immediately after it has been received, upon receipt of the complaint, it shall be submitted to the Issuer’s organisational unit responsible for resolving the complaint, depending on the business domain. In the event that the complaint does not contain all the information necessary to act on it, the complainant will be asked to supplement it. As a rule, the Issuer shall submit the response to the complaint in the manner in which the complaint was addressed to it or in the manner or the address given by the complainant in the complaint.

25.5. The response to the written complaint is sent in writing. The Issuer shall, in accordance with the applicable regulations, respond to the complaint within 10 (ten) days from the day of receipt of the complaint, and exceptionally if the Issuer is unable to respond within 10 (ten) days from the date of receipt for reasons beyond its control, shall provide the User with a provisional response within this period,

stating the reasons for the delay in responding to the complaint and the deadline by which the User will receive a final response, which shall not exceed 35 (thirty-five) days from the date of receipt of the complaint. In the final response to the complaint, we will also refer you to the possibility of filing a complaint with the CNB.

25.6. The complaint record is kept in electronic form and contains information on the complainant, the content and date of the complaint, any amendments to the complaint, and the date of the response.

25.7. If you believe, or if any other person with a legal interest believes that we have breached our obligations under Title(s) II and/or III of the Payment System Act or the Electronic Money Act, or that we have acted contrary to Regulation (EU) 2015/751 and/or Article 5(2), (3) and (4) of the Act on the Implementation of EU Regulations Governing Payment Systems, you can lodge a complaint with the CNB as the competent authority.

25.8. In addition to filing a complaint to the CNB, you can also submit a proposal for alternative consumer dispute resolution. You can submit your proposal to the Conciliation Centre of the Croatian Chamber of Commerce, Zagreb, Rooseveltov trg 2 (www.hgk.hr/centar-za-mirenje). We are obliged to participate in the alternative dispute resolution process initiated in this way.

25.9. Also, if you have entered into an online sales or service agreement with us as a consumer, you have the right to lodge a complaint through the EU's online dispute resolution platform (https://ec.europa.eu/consumers/odr/).

25.10. Croatian or English language will be used for communication

Entry into force

These General Terms and Conditions enter into force on 23 April 2023. With the entry into force of these General Terms and Conditions, the General Terms and Conditions of 15 January 2023 will be repealed.

In Zagreb, 23 February 2023

Aircash d.o.o.