

# ABON GENERAL TERMS OF SERVICE – Global

*This is an English translation of Abon Terms and Services for informational purposes only. Specific country Terms & Conditions apply to the rights and obligations. In case of any discrepancies between the wording of this translation and applicable country-specific Terms & Conditions, the latter shall prevail in any case.*

## 1. General Provisions

1.1. These General Terms and Conditions (“**Terms**”) govern your rights and obligations, as well as conditions applicable to the use of Abon electronic money (“**Abon**”). The Terms constitute an agreement between you as a user (“**you**” or the “**User**”) and us as the provider of Abon electronic money issuance services and represent the provisions under which we issue electronic money and provide our services related to Abon.

1.2. The issuer of Abon electronic money is Aircash d.o.o., Ulica grada Vukovara 271, HR-10000 Zagreb, personal identification number (PID): **HR99833713101** (“**us**” or the “**Issuer**”). We issue Abon electronic money in accordance with the authorization to issue electronic money granted by the Croatian National Bank (“**CNB**”) (251-020/10-19/BV dated 3 October 2019). The issuer issues Abon under the license specified above, valid throughout the European Economic Area.

1.3. By purchasing and using Abon, you accept these General Terms and Conditions for conducting occasional transactions. Before purchasing Abon, you must first read these Terms, and before using Abon, you must first accept these Terms in order to use Abon. If you do not agree with these General Terms and Conditions in part or in full, please do not purchase or use Abon.

1.4. Upon request, our distribution centers (see Article 4 below) will provide you with a printed copy of these Terms prior to purchasing Abon. You can also download a copy of the Terms from the Website at any time.

## 2. Amendments to the General Terms and Conditions

2.1. We are authorized to amend these Terms if we deem it necessary or if required to do so by law. If we intend to do so, we will notify you of the intended amendment at least 2 (two) months before the proposed effective date of the amendment. Any notices and amendments will be published on <https://aircash.eu> (the “**Website**”).

Please visit the Website regularly for possible notices and amendments to the General Terms and Conditions.

2.2. We will assume that you agree with the proposed amendments and that you accept them if you do not submit a written statement rejecting the amendments before they enter into force. If you accept the changes, they shall become binding and apply to transactions with Abon.

2.3. Prior to the effective date of the amendments, you have the right to terminate the agreement free of charge with effect from any date prior to the effective date of the amendments. In the proposed amendments to the Terms, we will instruct you on the consequences of your silence and on the right to immediate termination of the agreement free of charge. For more information on the procedure related to the termination of the agreement, we refer you to Article 7 (Termination).

2.4. Extending the functionality of our service or introducing new services that do not interfere with existing services does not constitute a change in the Terms.

### **3. Fees**

3.1. The Issuer does not charge the Abon User a fee for issuing electronic money.

3.2. We do not charge a fee for checking your Abon balance. However, the following fees shall apply:

3.2.2. Maintenance fee: free of charge for the first 6 months after purchase and then fee in the amount of (*Please see country-specific T&C for the amount*) applies. The fee is deducted directly from your Abon balance.

3.2.3. Currency conversion fee: in accordance with Paragraph 8.5: 2% of the transaction amount.

3.2.4. The redemption fee shall be charged in accordance with Article 6 in the amount of 7.5%.

### **4. Purchasing Abon**

4.1. By purchasing an Abon, you accept these Terms and enter into an electronic money issuance agreement with us. The agreement is concluded for an indefinite period of time. For technical reasons, it is possible for an Abon to have an expiration date printed on it. However, this does not in any way affect the duration of the agreement or the value stored on the Abon.

4.2. You can purchase an Abon in distribution centers that have entered into a contract with us (“**Distribution Centers**”). You can find your nearest Distribution Centre on the Website by using the search engine. Sharing Abon vouchers with others via online file-sharing platforms is prohibited.

4.3. You can purchase an Abon exclusively at a Distribution Centre after paying the amount printed on the Abon (“**Value**”). Abon is available in the denominations defined in section 5.1.

4.4. To purchase an Abon, you must be at least 18 years old.

4.5. Each Abon is assigned a unique identification number (“**PIN**”). When purchasing an Abon at a Distribution Centre, you will receive a paper voucher with the PIN printed on the voucher, among other information. Do not disclose the information from the voucher, especially the PIN, to strangers.

4.6. Apart from the conditions listed in Article 4, no other conditions are required to purchase an Abon.

## **5. Issuing and Using Abon**

5.1. Abon is issued in the form of a voucher in the denominations displayed on the Issuer’s Website. Each Abon has a unique PIN contained in the voucher, which is stored in the central database of the Issuer.

5.2. Abon electronic money is issued immediately upon receipt of funds at the Distribution Centre, by which you become the holder of electronic money issued by Aircash and stored in Abon.

5.3. To use Abon and purchase products or services, Abon holders are not required to create a user account.

5.4. You can use Abon to make purchases at online stores (electronic commerce retailers and service providers) that accept Abon as a means of payment (“**Online Stores**”). After purchasing, you can use Abon immediately for payment in Online Stores. To use Abon, you need access to a personal computer or similar device that can connect to the Internet.

5.5. Abon is used by entering a 16-digit code into the web interface of Online Stores. By entering the code, the payment transaction is initiated, and by authorizing the transaction, the User gives their consent for the payment order to be executed. The issuer then checks the balance of the Abon in the central database of all assigned and active Abon PINs. If the balance is positive, the Online Store immediately receives a confirmation of payment, and the User can immediately

dispose of the purchased products, services or cash balances on the Online Store accounts. You then cease to be the holder of the electronic money that was stored on the Abon in question.

5.6. You can use an Abon only once for the full face value of the Abon. It is not possible to use a voucher that has already been used, nor is it possible to issue the same voucher twice.

5.7. You can use several Abon vouchers for the same payment process (“transaction”).

5.8. You will be asked to enter your PIN when making an Abon payment. By entering your PIN, you irrevocably authorize the Online Store to issue a request for us to deduct the full face value of your Abon. You also irrevocably authorize us to process the deduction against your Abon in the amount of the full face value, and you give us an order to make a payment to the Online Store in the same amount. You cannot cancel your payment order after entering your PIN.

5.9. All payments made using Abon shall be denominated in *(Please see country-specific T&C for the currency)*. If you pay for goods and/or services in some other currency, the amount to be paid will be converted into HRK in accordance with Article 8.

5.10. Resale of Abon without our express permission is prohibited. Also, any transfer of Abon (with or without compensation) that is contrary to anti-money laundering and anti-terrorist financing regulations is prohibited. In particular, selling, reselling, distributing or purchasing Abon on unauthorized Internet platforms is prohibited. This prohibition applies in particular to the sharing or sale of files online using file-sharing programs.

5.11. If your Abon is subjected to physical damage, you should notify us immediately, either by phone (see the number on the Website) or by email ([info@aircash.eu](mailto:info@aircash.eu)). If the damage prevents you from using the voucher, or if it cannot be repaired, we will deliver a new Abon to you. If the value on the newly issued Abon is higher than the value on the damaged Abon, you will be required to pay the difference.

## **6. Redemption**

6.1. You can request the redemption of your Abon at face value in full at any time. To do this, you need to send us an email to [info@aircash.eu](mailto:info@aircash.eu) requesting redemption or call customer service at the number listed on the Website. Before redemption, you must provide us with the serial number of your Abon, your name and surname

and contact phone number, a copy of a valid photo ID (identity card or passport), a copy of the valid Abon, as well as your bank account number in the Republic of Croatia or the European Union to which you want us to disburse the funds, together with the IBAN and BIC. In order to meet our legal obligations, we may request other information from you before processing a redemption. Redemption shall be performed without delay upon receipt of the requested information. A redemption fee shall be charged only in the following cases:

6.1.1. if an agreement stipulates the term of the agreement, and you cancel the agreement before the expiration of such term;

6.1.2. if you request redemption before the termination of the agreement, except in the case referred to in point 6.1.1. of this paragraph, or

6.1.3. if you request redemption after the expiration of one year from the date of termination of the agreement.

## **7. Termination**

7.1. You are authorized to stop using Abon at any time and request redemption of the remaining funds in accordance with Article 6.

7.2. If you decide to stop using Abon and request redemption, we will pay you all unused funds without delay, less the fee in accordance with Article 6, if applicable.

7.3. In case of suspicion of fraud or misuse of Abon, or for security reasons, or if it is necessary due to compliance with the law, we are authorized to block your Abon immediately. This applies, for example, in case of suspicion that an Abon was purchased through online sharing or file sales or similar, for a fee or free of charge. If you contact us and we determine that these circumstances no longer exist, we will provide you with a replacement Abon. If the value of the newly issued Abon is greater than the remaining value on the blocked Abon, you will be required to pay the difference.

## **8. Currency**

8.1. Abon is issued in (*Please see country-specific T&C for the currency*).

8.2. Abon can be used in Online Stores in the (*Please see country-specific T&C*).

8.3. Abon can also be used abroad for cross-border and international transactions in foreign Online Stores that accept Abon as a means of payment. In this case, the price of products and services will be denominated in foreign currency instead of (*Please see country-specific T&C for the currency*).

8.4. All payments for products and services in any currency other than the (*Please see country-specific T&C for the currency*) will be converted into (*Please see country-specific T&C for the currency*) at the commercial bank's selling rate applicable on the transaction date of the transaction. Before initiating a payment transaction, the foreign currency amount and the applicable exchange rate will be displayed on the merchant's website. Before making a payment in a foreign currency, you will need to consent to the conversion of currencies in accordance with the above conditions.

8.5. For each transaction involving currency conversion (where the currency of the voucher is different from the payment currency in the Online Store), an additional currency conversion fee shall apply in accordance with Article 3. If a commercial bank charges fees for currency conversion, they shall be calculated and charged separately from our fees and charged to your Abon.

## **9. Due Diligence, Security, and PIN Protection**

9.1. It is your responsibility to verify that your Abon contains a PIN and a serial number. Once you receive the Abon, you are required to take all reasonable steps to protect the personalized security features of the Abon. If you cannot read the PIN and/or the serial number of your Abon or if you believe that it is incorrect in any way, you must notify us immediately by phone at (see the number on the Website) or by email ([info@aircash.eu](mailto:info@aircash.eu)) stating the serial number of the Abon and your contact details. If your claims turn out to be well-founded, we will deliver you a new Abon.

9.2. You must guard and protect your Abon PIN from unauthorized access by third parties. **No one, not even us, has the right to ask for your PIN, except when paying in Online Stores.**

9.3. All transactions made using your Abon or PIN will be treated as if they had been made by you.

9.4. If you believe that any of your transactions have been incorrectly executed, or in the event of loss, misuse, or unauthorized use of an Abon, you must notify us without delay, but in any case, within 13 months from the date of the transaction.

9.5. If your Abon has been stolen, you must inform us by phone without delay (see the number on the Website) or via email ([info@aircash.eu](mailto:info@aircash.eu)) to block the remaining amount on your Abon. To block an Abon, we need its serial number. After you notify us, we will block your Abon without delay and provide you with a replacement in the amount remaining after the block. If the value of the newly issued Abon is greater than the remaining value on the blocked Abon, you will be required to pay the difference.

9.6. Before we can deliver a new Abon to you, you must provide us with proof of purchase of the stolen Abon. In the event that an Abon has been stolen, we may ask you to provide us with a police record number.

9.7. You will not be liable for payment transactions resulting from the use of a lost or stolen Abon or resulting from other misuse, which have been executed after you have notified us. The above does not apply in the event of fraudulent conduct on your part.

9.8. If you lose your Abon or it is stolen and you do not report it, or you make it illegible in any way, we shall not be held responsible for it, and we shall not replace it. Please note that in that case, you may lose the entire amount stored on the Abon.

## **10. Objections and Complaints**

10.1. If you are in any way dissatisfied with Abon or the services provided by us, please let us know by email at [prigovor@aircash.eu](mailto:prigovor@aircash.eu) so we can investigate the circumstances to which you refer in your complaint.

10.2. Any complaints will be resolved no later than ten (10) days from their receipt, and a response will be sent to you to the email address from which the complaint was sent.

10.3. By way of derogation from the above, if we are unable to provide you with a response within the time limit referred to above in Paragraph 10.2. of this Article for reasons beyond our control, we will provide you with our interim response within that time limit, stating the reasons for the delay in responding to the complaint and the deadline by which you will receive a final response that will not be longer than thirty-five (35) days from the date of receipt of the complaint. In our final response to the complaint, we shall also refer you to the option of submitting a complaint to the CNB.

10.4. If you believe, or if any other person with a legal interest, including consumer associations, 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.

10.5. In addition to lodging a complaint with the CNB, you can also submit a proposal for alternative dispute resolution for consumer disputes. You can submit the proposal to the Mediation Centre of the Croatian Chamber of Economy, Zagreb,

Rooseveltovej 2 ([www.hgk.hr/centar-za-mirenje](http://www.hgk.hr/centar-za-mirenje)). We have an obligation to participate in alternative dispute resolution procedures thus initiated.

## **11. Disputes With Stores**

11.1. If you are unhappy about a purchase you made using Abon, you should resolve any issues directly with the Online Store. We are not responsible for the quality, safety, legality, legal and material defects, or any other circumstance or property related to the goods or services you purchase using Abon.

11.2. Once you use your Abon to make a purchase and enter your PIN, we can no longer stop the transaction.

## **12. Liability**

12.1. If you incur damages as a consequence of our intentional actions or gross negligence, we shall be liable for damages and your loss up to the amount remaining on your Abon; we shall not be liable for nor do we accept liability for other losses or damages (for example, loss of honour, reputation, non-pecuniary harm, etc.).

12.2. In the event that the payment was erroneously made through our error, we will, without delay, at our sole discretion, either (i) issue you a new PIN or (ii) pay into your bank account in the Republic of Croatia or the European Union the amount of the payment including all fees charged to your Abon. In doing so, we are authorized to ask you for proof of purchase of the Abon, as well as ID and account information (if required). The above does not apply to the following cases, where you will be liable for all losses on the Abon if:

12.2.1. you have acted fraudulently or endangered the security of your Abon intentionally or through gross negligence; or

12.2.2. you have failed to dispute and report to us an erroneously executed transaction within 13 months from the date of the transaction.

12.3. In the event of an erroneous or defectively executed payment, we will take reasonable steps to assist you in tracking and recovering funds.

12.4. We shall not be liable for any disruption or deterioration of our service or for disruption or deterioration of the brokerage services on which our services rely under these Terms, if such disturbance or deterioration is caused by extraordinary and unforeseeable circumstances beyond our reasonable control or the control of the intermediary to which it relates.

12.5. We shall not be liable for any indirect or consequential losses, including, but not limited to, lost profits or non-pecuniary damage. We shall not be liable for any losses arising from our compliance with legal obligations and regulatory requirements.

12.6. Nothing in these Terms shall exclude our liability for damage resulting from death, bodily injury or harm, or for any other legal liability that cannot be excluded or amended by agreement of the parties.

12.7. We shall not be responsible for the registration or payment of any taxes, fees or other charges arising from your use of Abon or services listed in these Terms.

12.8. We do not accept any liability or obligation for the Online Store refusing to accept payment by Abon or for any omissions made by the Online Store.

12.9. We shall not be liable for damage resulting from force majeure or other unforeseen circumstances beyond our reasonable control.

12.10. While we strive to ensure the continued availability and sustainability of our system, we do not guarantee the continued availability of the Abon system, in particular the availability of Distribution Centre or Online Store systems.

12.11. Pursuant to Article 33, Paragraph 1, Subparagraph 2 of the Payment System Act (OG 66/18), we are under no obligation to prove that the authentication of the payment transaction was performed, that the payment transaction was properly entered and recorded, and that the execution of the payment transaction was not affected by a technical malfunction or other defect of our service. We are also not responsible for the execution of unauthorized payment transactions and the reimbursement of the value of unauthorized payment transactions, nor the fees charged in connection with the execution of unauthorized payment transactions, if applicable. The provisions of Articles 42 through 45 and Article 46 (1), (2) (1), (2) and (3) and (4) in so far as they relate to fraud, and (5) of the Payment System Act do not apply to our contractual relationship.

### **13. Data Protection**

13.1. You hereby expressly consent to us accessing, processing, and retaining all information you have provided to us for the purpose of providing our services under these Terms. The above does not affect our rights and obligations under data protection regulations.

13.2. You can withdraw this consent at any time by cancelling your Abon. If you withdraw your consent in this way, we will stop using your data for this purpose, but we may continue to process the data for other purposes for which we have

other legal grounds, such as when we are legally obliged to keep records of transactions.

13.3. Information on the legal grounds, procedures, and purpose of personal data processing, as well as all other information in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) can be found on the Website.

13.4. In order for the Website to work properly and to be upgraded in order to improve your browsing experience, a minimum amount of information (cookies) must be stored on your computer. By using the Website, you agree to the use of cookies. By blocking cookies, you can still browse the site, but some of its features will not be functional.

#### **14. Transfer of the Contractual Relationship**

14.1. We are authorized to transfer the rights and obligations from these Terms to another company at any time by notifying you at least 1 (one) month in advance.

14.2. Doing so will not affect your rights. In that case, you will have 1 (one) month during which you can file a complaint and cancel the agreement with immediate effect. For further information, see Article 7 (Termination). In that case, we will not charge you a redemption fee.

14.3. You are not authorized to transfer the rights and obligations from these Terms to third parties.

#### **15. Governing Law**

These Terms shall be governed by Croatian law with the exclusive jurisdiction of Croatian courts.

#### **16. Official Language of Communication**

The official language of communication between the Issuer and the User shall be *(Please see country-specific T&C for the language)*, although it is possible to communicate in other languages if both parties agree.

#### **17. Effective Date**

These General Terms and Conditions shall enter into force on *(Please see country-specific T&C for the dates)*.

Aircash d.o.o.