

GENERAL TERMS AND
CONDITIONS FOR THE
PROVISION OF POSTAL
ORDER SERVICES



I. GENERAL PROVISIONS

1. CONTENTS

Article 1

(1) These General Terms and Conditions for the provision of postal order services (hereinafter: General Terms and Conditions) govern the conditions, manner and procedure of performing postal order services provided by HP -Hrvatska pošta d.d. (hereinafter: HP d.d.), with its registered seat in Velika Gorica, Poštanska ulica 9, as well as the deadlines for delivery, the manner and terms of payment, the procedure for lodging and resolving complaints of users of postal order services, and liability for damages.

(2) The Provisions of these General Terms and Conditions apply to the service of wiring money using a postal order (hereinafter: order or postal order) in domestic and international traffic.

(3) HP d.d. and the user may agree on different terms and conditions for the provision of services than the ones stipulated herein.

(4) When used in these General Terms and Conditions, the term "traffic" shall mean the provision of postal order services in domestic and international traffic.

(5) These General Terms and Conditions have been drafted pursuant to the Agreement on Postal Payment Services concluded in Istanbul on 6 October 2016.

2. POSTAL ORDER SERVICES

Article 2

(1) "Postal order services" means services of receiving a postal order and giving money by a user at access points of HP d.d., services of wiring money or a postal order and the delivery of a postal order to the payee, i.e., the payment of cash to the payee, in domestic and international traffic.

(2) A postal order shall remain the property of the payer until it has been paid to the payee.

3. GLOSSARY

Article 3

Within the meaning of these General Terms and Conditions, the respective terms shall have the following meaning:

1. Price List is the Price List of other services containing a list of prices of postal order services and optional services for postal order services according to which services are charged.

2. User – Payer and/or Payee.

3. Payer is a legal or natural person placing postal orders and is the holder of all rights and obligations until the postal order has been duly paid.

4. Payee is a legal or natural person to whom the postal order is addressed and to whom it needs to be paid pursuant

to the payer's instructions and to whom all rights and obligations concerning the respective postal order shall pass at the moment of payment.

5. Payment deadlines are the deadlines by which HP d.d. guarantees the payment of postal orders.

6. Order or postal order is a written order, in domestic or international traffic, made out on a form or in a mobile app, by which the payer remits a certain amount of money to the payee.

7. Force majeure is an actual event that could not have been predicted, stopped, avoided or removed, and which prevents the performance of postal order services pursuant to these General Terms and Conditions.

II. POSTAL ORDER SERVICES

Article 4

(1) A postal order is a (cash) payment service by which a payer hands over an amount of money at a HP d.d. access point and requests that the full amount be paid to the payee in cash, without deductions, in domestic and international traffic.

(2) HP d.d. access points are physical points of access to the postal order service at which a user may place and receive a postal order, i.e., pay money in cash, as well as virtual access points at which a user may place a postal order and pay money in cash. HP d.d. access points are:

- post offices and sorting facilities, and
- the mobile app (hereinafter: the PostCash app).

(3) The manner of provision of the service, access to and use of the mobile PostCash app, as well as all rights and obligations of users and HP d.d., are set forth in the Terms and Conditions for using the PostCash app, which are available at www.posta.hr and in the PostCash app and which form an integral part of the contract with users, together with these General Terms and Conditions.

(4) After money, i.e., the postal order, has been handed over, HP d.d. shall issue a confirmation of placement of postal order. Upon payment of the postal order, the payee shall sign a coupon/confirmation of payment of the postal order in hard copy.

(5) The maximum amount to be wired in domestic traffic using a postal order is EUR 3,318.07 (three thousand three hundred and eighteen euros and seven cents). In international traffic, the maximum amount that can be wired is EUR 1,500.00 (one thousand five hundred euros). Exceptionally, the maximum amount stipulated in this paragraph may be lower if that is laid down in international multilateral and bilateral agreements. The maximum amount to be wired using the PostCash app in domestic and international traffic is EUR 950.00 (nine hundred and fifty euros).

(6) The postal order may contain a note for the payee.

(7) When the payer chooses the optional service of "Cash on delivery", which is described in more detail in the General Terms and Conditions of HP d.d. for the provision of the universal service and the General Terms and Conditions of HP

d.d. for the provision of other postal services, and uses the postal order form by which the amount of cash-on-delivery is indicated, in addition to the indicated amount, the payee shall be charged a fee for the payment of that amount.

(8) In international traffic, a postal order shall be accepted only for the countries and from the countries with which HP d.d. has concluded an agreement on the exchange of postal orders. A list of countries with which the exchange of postal orders has been agreed is available on the HP d.d. website www.posta.hr.

(9) The placement and payment of international postal orders may only be made in euro.

III. OPTIONAL SERVICES FOR POSTAL ORDER SERVICES

1. OPTIONAL SERVICES

Article 5

(1) In addition to the basic service, the payer and the payee may also request a copy of a paid postal order in domestic and international traffic.

(2) When placing a postal order in domestic traffic, the payer may request the following optional services:

1. CashExpress;
2. payment with a return receipt.

(3) After placing a postal order and before it has been paid out in domestic and international traffic, the payer may request the following optional services:

1. amendment of the address on the postal order (does not include the PostCash app);
2. the return of the amount of the postal order;
3. subsequent issuance of the confirmation of payment of the postal order.

(4) Before a postal order is paid out in domestic traffic, the payee may request the following optional services:

1. holding of postal order in the post office or its forwarding to another address;
2. payment of postal order via the post office box;
3. re-delivery of postal order for which a notice of arrival has been left.

1.1. Issuing a copy of a paid postal order

Article 6

(1) The payer and the payee may request the optional service of "Issuing a copy of a paid postal order".

1.2. CashExpress

Article 7

(1) A postal order with the "CashExpress" optional service shall be paid out to the payee on the day it has been placed. The payer shall notify the payee of the number of the postal

order, and the latter shall receive the payment in the post office upon submitting the number of the postal order.

(2) For a postal order for which the payer has requested the "CashExpress" optional service, the payee may not request the "Payment of postal order via a post office box" or the "Re-delivery of postal order for which a notice of arrival has been left" services.

1.3. Payment with a return receipt

Article 8

(1) A postal order for which the "Payment with a return receipt" optional service has been requested is a service by which the payer, when placing the order, requests that the amount of the postal order be paid to the payee with a written confirmation on a special return receipt form.

IV. ACCEPTANCE OF POSTAL ORDERS

1. ACCEPTANCE OF A POSTAL ORDER

1.1. Acceptance of a postal order

Article 9

(1) The acceptance of a postal order means the acceptance of a postal order and money from the payer at HP d.d. access points.

(2) An employee of HP d.d. or the relevant app, i.e., the PostCash app, shall issue a Confirmation of placement of postal order to the payer.

(3) If, during acceptance, it is established that the postal order does not meet the acceptance criteria, it shall be returned to the payer.

1.2. Filling out a postal order

Article 10

(1) A postal order shall be filled out by entering the same information on all copies of the postal order pursuant to the text of the form in a legible, clear and correct manner.

(2) A postal order may be addressed to one payee.

(3) The payer's and the payee's address shall be made out one below the other on the postal order, as follows:

1. name and surname or company name of the payee/payer;
2. street, house number, building number, village, hamlet, settlement, etc., post office box with a number or military mail with a number, indication "poste restante";
3. postcode and name of the destination post office;
4. in international postal money orders, the name of the country.

(4) The payer's and the payee's address shall be made out using Latin script and Arabic numerals. Exceptionally,

numbers in an address may be written in Roman numerals, if that is the official street name.

(5) On an international postal order, the payer enters the amount to be wired in euro.

(6) A postal order that contains the indication "poste restante" in the payee's address shall contain the payee's name and surname or company name, the indication "poste restante" and the postcode and the name of the post office.

(7) A postal order addressed to a P.O. Box must contain the full name or name and surname of the P.O. Box user, the P.O. Box number and the postcode and name of the destination post office.

(8) The payer may leave a short note to the payee in the appropriate section of the postal order form.

1.3. Acceptance of a "poste restante" postal order

Article 11

(1) A postal order may be addressed to "poste restante". A "poste restante" postal order is a postal order for which the payer has indicated under the address of the payee that the postal order may be paid out to the payee in any post office, and is placed as stipulated by these General Terms and Conditions.

(2) Upon placement of a "poste restante" postal order, no fee for the payment of the "poste restante" postal order shall be charged to the payer.

(3) A postal order addressed to "poste restante" shall be held in the delivery post office up to thirty (30) calendar days after its arrival and shall be paid to the payee within that period, whereby a fee is charged to the payee pursuant to the Price List.

(4) A postal order for which the payer has requested the "CashExpress" optional service may not be addressed to "poste restante".

V. PAYMENT OF POSTAL ORDER SERVICES

1. GENERAL TERMS OF PAYMENT

Article 12

(1) The price for the remittance of cash via a postal order shall be paid by the user requesting the service, as set forth in these General Terms and Conditions and the Price List.

(2) In general, the price shall be charged to the payer in advance, unless otherwise stipulated by a contract concluded between HP d.d. and the user.

(3) The price of a postal order shall comprise the price for the service of remittance of money and the price of optional services pursuant to the Price List.

(4) The price shall be collected from the payee in following cases:

1. for the payment of postal orders addressed to *poste restante*;

2. for forwarding of postal orders at the request of the payee;
3. for re-delivery of a postal order for which a notice of arrival has been left;
4. for sending a notice of return of the postal order amount for international postal orders.

(5) Paragraph 4 hereof shall not apply to the service provided via the PostCash app.

VI. DELIVERY OF POSTAL ORDERS

1. GENERAL PROVISIONS ON THE DELIVERY OF POSTAL ORDERS

Article 13

(1) Within the meaning of these General Terms and Conditions, the delivery of postal orders shall comprise the payment of a postal order at the address of the payee, as well as the payment of a postal order in a post office.

(2) Postal orders shall be paid to the payee personally, to their legal representative, guardian or a person they have authorized to accept the postal order (proxy).

(3) A postal order in domestic traffic addressed to legal persons shall be paid to the person authorized to represent the legal person (CEO) or a person authorized by the payee.

(4) HP d.d. shall endeavor to pay postal orders for natural persons with a name of a legal person in the address (company, institution, hotel, hospital, resort, etc.) to the payee or an authorized person of a legal entity – intermediary at the indicated address. If the authorized person – intermediary refuses to accept the amount of the postal order, a notice of arrival of postal order shall be left.

(5) Postal orders addressed to a person under guardianship, a person in custody or a person serving a prison sentence may not be paid to the payee or other persons if the authorized body has submitted such request to HP d.d.

(6) Postal orders addressed to:

1. persons under guardianship – shall be paid to their guardian;
2. persons in custody or serving a prison sentence – shall be paid to the person who is the legal representative of the legal entity in which the payee is located (prison, penitentiary institution), or to the person authorized by them to receive the postal order.

(7) If a postal order in domestic traffic cannot be paid for any reason, a notice of arrival of a postal order containing the deadline and the location for the delivery of the postal order in a post office shall be left in the payee's mailbox. Exceptionally, a notice of arrival of a postal order shall not be left for a payee who is unknown at the indicated address, who has refused to accept it, who is deceased or if the postal order cannot be delivered because the payee's address is incomplete.

(8) A postal order for which the payer has request the "CashExpress" optional service shall be paid to the payee

exclusively in the post office at their request.

(9) International postal orders shall be paid to the payee exclusively in a post office.

2. POWER OF ATTORNEY

Article 14

(1) Users of postal order services may place and receive the postal order amount via their proxy. Placement via proxy cannot be performed via the PostCash app.

(2) A power of attorney by which a natural person authorizes another person to use postal order services is certified by the competent state body, notary public or HP d.d. A power of attorney by which a legal person authorizes another person to use postal order services is usually certified by an authorized person in that legal person.

(3) The power of attorney for the placement and payment of postal order amounts issued to the proxy shall be signed by the person providing the power of attorney and shall contain information on the name and surname, i.e., company name, residence and registered office, as well as the personal identification number of the person providing the power of attorney and the information on the name, surname, residence, as well as the personal identification number of the proxy.

(4) When the power of attorney is authorized by HP d.d, it is issued in the manner defined by the General Terms and Conditions for Performance of Universal Services, provided that the power of attorney for the use of postal order services is accompanied by a copy of the plenipotentiary identification document and the power of attorney for legal persons, as well as an extract from the court, trade or other public register or a certified copy confirming the identity of the legal representative who signed the power of attorney.

3. PROOF OF IDENTITY

Article 15

(1) The identity of the payer, payee or another authorized person shall be proven by a valid identification card or passport.

(2) Postal order services may be used only by persons over the age of 18.

(3) When postal orders are placed via the PostCash app, the identity of the payer or another authorized person shall be proven pursuant to the Terms of Use of the PostCash app.

4. CONFIRMATION OF RECEIPT OF A POSTAL ORDER

Article 16

(1) Upon payment of the postal order amount, the payee shall prove their identity pursuant to Article 16(1) hereof, and the receipt shall be confirmed by affixing the date and signature on the postal order and entering the OIB and the number of the identification document by which the payee's identity has been established, while for payment of postal order amount

to legal persons, receipt shall be confirmed by affixing the date, the signature of the authorized person and by entering the OIB of the authorized person and the number of the identification document by which the identity of the authorized person has been established.

(2) If a postal order is accepted on behalf of the payee by their proxy, legal representative or guardian, the employee of HP d.d. shall indicate their relation to the payee (proxy, legal representative, guardian) on the postal order next to the signature of the payee of the postal order amount.

(3) After the confirmation of receipt, the amount of the postal order is paid to the payee and the confirmation of payment is delivered to them.

5. REFUSAL TO RECEIVE A POSTAL ORDER

Article 17

(1) The payee or the person authorized for the receipt of a postal order may refuse the receipt of a postal order.

6. RETURNING THE AMOUNT OF POSTAL ORDER

Article 18

(1) The amount of postal order shall be returned to the payer if the payee has refused the receipt of the postal order in domestic traffic, if the payee has moved, is unknown, has passed away or has failed to accept the postal order within the deadline set forth in these General Terms and Conditions and if the payee's address is incomplete or the legal person no longer exists.

(2) The postal order amount shall not be returned to the payer who uses the postal order to remit an amount indicated as the optional service "Cash on delivery" , as described in Article 4(8) hereof; the postal order shall be handled pursuant to Article 20 hereof.

7. UNDELIVERABLE POSTAL ORDER

Article 19

(1) An undeliverable postal order is a postal order that a post office cannot pay out to the payee or the payer.

(2) An undeliverable postal order shall be kept for a period of five (5) years from the day it has been established that it cannot be paid.

(3) Unless the payer has submitted a written request for payment within the deadline from paragraph 2 of this Article, the money from an undelivered postal order shall be considered as extraordinary income of HP d.d.

VII. DEADLINES FOR PAYMENT OF POSTAL ORDERS

1. DEADLINES FOR PAYMENT OF POSTAL ORDERS AT THE PAYEE'S ADDRESS

Article 20

(1) HP d.d. shall pay a postal order within four business days from the day of placement of the postal order (D+4).

(2) The deadline from paragraph 1 hereof shall not comprise:

1. the day of placement of the postal order;
2. delay time due to an incorrect and incomplete address of the payee;
3. delay time due to force majeure or technical difficulties occurring through no fault of HP d.d., and
4. the time when the post office is closed.

2. DEADLINES FOR PAYMENT OF POSTAL ORDERS IN A POST OFFICE

Article 21

(1) HP d.d. shall make a postal order with the "CashExpress" optional service available for payment to the payee in a post office within 15 to 20 minutes from its placement.

(2) A postal order in domestic traffic may be collected in post offices within the following deadlines:

1. five (5) business days of the post office – for a postal order for which a notice of arrival has been left at the address or a post office box and for a postal order with the "CashExpress" optional service;
2. thirty (30) calendar days – if the postal order is addressed to "*poste restante*";

(3) A postal order sent via the PostCash app may be collected in a post office within thirty (30) calendar days from its placement.

(4) A postal order in international traffic shall be available for payment within 30 minutes from its placement and may be collected within thirty (30) calendar days.

(5) The deadlines set forth in paragraph 2 hereof shall start on the next business day following the day on which the notice of arrival of a postal order has been left or on the next business day following the day of placement of a postal order with the "CashExpress" optional service or following the day of arrival of a postal order addressed to "*poste restante*".

VIII. COMPLAINTS

1. LODGING A COMPLAINT - CLAIM FORM

Article 22

(1) A payer may lodge a written complaint - claim form to HP d.d. if they consider that HP d.d. has not met its obligations as stipulated or if a postal order has not been paid to the payee (loss, incorrect payment) or if a requested optional service has not been provided within six (6) months from the day of placement of postal order.

(2) The person lodging the complaint – claim form shall also submit the confirmation of payment of postal order.

(3) HP d.d. shall issue a written response to the complaint – claim form to the user of postal services within fifteen (15) days from the day it has received the complaint. If upon the completion of the claim procedure it is established that the complaint – claim form is justified, the user may request a compensation of damage from HP d.d. pursuant to Article 24 hereof. The request for compensation may be submitted together with the complaint – claim form.

(4) Users who are also consumers, who are unsatisfied with the services provided by HP d.d., may lodge a written complaint with HP d.d. pursuant to the Consumer Protection Act.

(5) HP d.d. shall issue a written response to the user of postal services from paragraph 4 of this Article within fifteen (15) days from the day it has received the complaint.

(6) Generally, complaints are lodged in the post office in which the postal order has been placed.

(7) A complaint can also be made by calling the number: 072 303 304, sent to the following address: HP - Hrvatska pošta d.d., Služba za upravljanje korisničkim iskustvom (Customer Service), Poštanska ulica 9, 10410 Velika Gorica, via e-mail to kontakt.szk@posta.hr or by submitting the online form: <https://obrasci.posta.hr/kontakt>.

IX. LIABILITY AND DAMAGES

Article 23

(1) HP d.d. shall be responsible for the received amount of money, i.e., the amount of postal order, until it has been delivered, i.e., paid to the payee.

(2) If HP d.d. fails to pay the postal order to the payee (loss, incorrect payment) or if it fails to provide the requested optional service, subject to a duly lodged complaint – claim form and a valid request for the compensation of damage, HP d.d. shall reimburse the following to the payer:

- the paid amount of the postal order, if the postal order has not been paid to the payee; and/or
- the amount of fee that the payer has paid to HP d.d. as the fee for a service that HP d.d. has failed to provide.

(3) HP d.d. shall not be liable in following cases:

- in the event of delay in payment of the postal order;
 - if the payment of the postal order has been made impossible due to force majeure;
 - if damage has been caused by a mistake or negligence of the payer, especially regarding their obligation to provide correct information, including the legitimacy of the origin of money sent and the purpose of the postal order;
 - in case of seizure of the placed money pursuant to applicable regulations;
 - if the money belongs to prisoners of war or civilian prisoners;
 - if the payer fails to lodge a complaint-claim form within the deadline of six (6) months stipulated herein.
- (4) HP d.d. shall not be liable for damage arising from or in connection with other events not listed herein.

X. PROTECTION OF PERSONAL DATA

Article 24

(1) HP d.d. shall ensure the confidentiality of personal data of users of postal order services pursuant to special regulations governing the protection of personal data.

(2) HP d.d. shall process personal data for the purpose of providing services, as well as for the purpose of calculating and invoicing the performed service and shall ensure the adequate level of safety and protection of personal data. The above-described processing is a requirement for the provision of the service. The payer guarantees that their personal data and the payee's personal data are accurate and that it has been collected in a lawful, fair and transparent manner.

(3) HP d.d. shall provide the personal data of users to authorized bodies and other postal operators, including international postal administrations according to the payee's address (including third countries or international organizations), all in accordance with applicable regulations. When providing postal services in international traffic, HP d.d. shall not be liable for the processing of personal data in destination countries.

(4) HP d.d. applies appropriate technical and organizational measures for the protection of the personal data of its users. The personal data protection statement contains a description of rights of data subjects and the manner of exercising those rights, in accordance with applicable regulations (the right of access, right to rectification or erasure, right to restriction of processing, right to object and the right to data portability). The personal data protection statement is available at www.posta.hr.

(5) The documentation related to a provided postal order service shall be kept for a period determined according to applicable regulations governing the storage of archival material.

(6) Pursuant to the Act on the Prevention of Money Laundering and Terrorist Financing, HP d.d. shall collect and process data (including personal data) in the manner and to the extent stipulated by the Act.

the interpretation, application or execution of these General Terms and Conditions amicably, the actual competent court for its resolution will be the court according to the registered office of HP d.d.

(4) These General Terms and Conditions shall apply as of 1. January 2024, and the General Terms and Conditions for the Provision of Postal Order Services of 20 November 2023 shall cease to be valid as of the same date.

Number: HP-16/1-012591/23

HP-Hrvatska pošta d.d.

Ivana Mrkonjić, Member of the Management Board

Ivan Čulo, President of the Management Board

XI. TRANSITIONAL AND FINAL PROVISIONS

Article 25

(1) These General Terms and Conditions shall be available to users in every post office and on the official website of HP d.d. www.posta.hr.

(2) If a service user who has concluded a contract with HP d.d. does not terminate the contract within seven (7) days as of the date of publishing of these General Terms and Conditions, it shall be deemed that they accept these General Terms and Conditions.

(3) HP d.d. and the service user shall strive to settle all disputes and interpretations concerning the application and execution of these General Terms and Conditions amicably. If HP d.d. and the service user fail to settle a dispute concerning