



TERMS AND
CONDITIONS
FOR USING THE
POSTCASH APP



POSTCASH

Za brzo i sigurno slanje novca.

Terms and Conditions for Using the PostCash App

The PostCash app (hereinafter: the App or the PostCash app) is a mobile app intended for users of the electronic postal order service as a virtual access point for the provision of the service.

The use of the App is governed by these Terms and Conditions for Using the PostCash App (hereinafter: Terms and Conditions or these Terms and Conditions).

Scope

The Terms and Conditions for Using the PostCash App govern the rules and manner of using the App, as well as the relation between HP - Hrvatska pošta d.d., Velika Gorica, Poštanska 9 (hereinafter: HP), on the one side, and the User, on the other side, regarding the use of the App, the manner of its functioning, the rights and obligations of HP and the User, liability and damages, as well as other issues and areas mentioned herein.

By installing the PostCash app and registering a PostCash app profile, the User confirms that they have read the provisions of the Terms and Conditions for Using the PostCash app and that they accept them, all prior to the placement and execution of an order for sending the first postal order, and that they have read and accepted the provisions of the General Terms and Condition for the Provision of Postal Order Services available at www.posta.hr.

By checking the "I accept" option in the App, the User confirms that they shall apply the Terms and Conditions for Using the PostCash App and that they have read and accepted them, which also represents the confirmation of the User's written approval of their application regarding the use of the App by the User, thereby concluding a contract on the execution of the electronic postal order service (hereinafter: the postal order) between HP as the service provider, on the one side, and the User on the other side. In the event of amendments to the Terms and Conditions for Using the PostCash App, when the User signs in for the first time after such amendments have come into force, they shall check the "I accept" option in the App, thereby confirming that they shall apply the amended Terms and Conditions for Using the PostCash App and that they have read and accepted them.

1. Introductory provisions and subject matter

These Terms and Conditions for Using the PostCash App govern access to the App and its use by the User as a virtual point of access to the electronic postal order service.

1.1. All relations between HP and the User as the payer and the payee of an electronic postal order (hereinafter: the User) not stipulated herein, as well as the provision of the electronic postal service order and the protection of personal data, shall be governed by the provisions of the applicable regulations of the Republic of Croatia and the provisions of the valid General Terms and Conditions for the Provision of Postal Order Services. Regarding postal order services, HP is obliged and authorized to apply measures and procedures set forth in the provisions of the Act on the Prevention of Money Laundering and Terrorist Financing and the corresponding implementing regulations, as well as other underlying regulations.

1.2. By accepting these Terms and Conditions, the User confirms that they are familiar with HP's terms of access and that they accept them.

Terms used in these Terms and Conditions shall have the following meaning:

a) The PostCash app is a business model of sending an electronic postal order via a virtual access point allowing users - owners of Bank Cards issued by a credit or financial institution with a seat in a European Economic Area (EEA) country and Great Britain to use the electronic postal order service, by downloading the App from Google Play and Apple stores and registering a profile under the App and transmitting postal orders via HP to the destinations of post offices of indicated providers of postal services

b) „Bank Card“ means Visa® and MasterCard® brands;

c) „the issuing Bank“ means the issuer and owner of the User's Bank Card;

d) „the Payee“ means a natural person to whom a postal order is paid in a post office of the designated destination postal operator;

e) „the User“ is a natural person who is the payer placing an order for the remittance of an electronic postal order to HP via the PostCash app;

f) „the Transaction“ is every remittance of an electronic postal order the User requests via the App;

g) „a Mobile device“ is a mobile phone supporting the installation of additional apps whose operating system meets the technical requirements for using the functions of the App;

h) „the Exchange rate list“ is a module within the App calculating the conversion of foreign payment currencies;

i) „the Calculator“ is a module within the App comprising the following options: calculation of the fee for the use of the electronic postal order service depending on the country of placement of the electronic postal order; the calculation of the total amount debited from the User's account, whereby the App shows the final amount debited from the User's account based on the received parameters of the amount to be sent considering the remitted amount and the service fee;

j) „the Password“ is personal secret information of the User used for their authentication when accessing the options provided by the App.

2. Technical requirements

2.1. Technical requirements for using the App:

Before installing the App, the User must meet the relevant technical requirements, as follows:

- a) they must have a mobile device that supports the Android or iOS operating systems;
- b) they must ensure available storage space on the mobile device;
- c) they must ensure full and uninterrupted Internet access and provide permission to use the Internet controlled by the user of the mobile device.

2.2. The use of the App may require compatible devices, Internet access, occasional updates, and it may be affected by these factors. The latest version of the relevant software may be required for certain functions.

3. User registration, establishment and termination of user

3.1. Registering a profile is done within the App by following the provided instructions, and it enables the storage of the User's personal data. This information is stored, used and processed only for the purpose of facilitating access to the service and for the purpose of providing the service. Upon registration, the user must complete a questionnaire related to the prevention of money laundering and terrorist financing. By selecting the "Accept" function, the User becomes a user of the App.

3.2. The user authentication for logging in to the profile will be the e-mail address that is entered in the App as a username, which is used to create the initial activation access and to set up a User profile. The User may only set up one profile. The profile username may be changed once after it has been created, provided that the e-mail address remains the same and associated with the username. During registration, a set of data necessary for the provision of the service shall be collected, in accordance with the General Conditions for the Provision of Postal Order Services and the Act on the Prevention of Money Laundering and Terrorist Financing.

The identity of the Bank Card user must be identical to the identity in the App profile.

3.3. When setting up a profile, the User must photograph their personal document (the User's identity card or passport containing a biometric photo of the User) and the face of the owner of the document (User) whose profile is being set up. During the process of taking the User's selfie, a digital biometric comparison is also made with the personal document.

3.4. Within the profile system, the User shall enter the data on the Bank Card that will be debited for the remittance of a postal order, which is stored for the purpose of easier and simpler use of the service. The User may enter several Bank Cards with card data in the App. The Bank Card control number shall be entered with each individual order for the transfer of funds via an electronic postal order. The 3D Secure code shall also be entered for each individual transfer order.

In addition to the above, the App also collects the following information: e-mail address with which the mobile device is registered in the Google Play or Apple system (Google Play and Apple system as distribution channels), a phone number, if available, and technical characteristics of the mobile device (including: the version of the operating system, model and brand of the mobile device). This data is collected upon first access to the App.

In addition to the above, during the registration process the App will request verification of the e-mail address and text message verification of the mobile phone number.

- 3.5. A profile may be permanently removed, free of charge, and at any moment, by deactivating it in the App by pressing the field entitled Delete profile. After requesting the deletion of the profile, the User shall receive an automated notification in real time that the request for the deletion of their profile has been received and accepted. The deletion of the profile will be carried out later; the User shall be notified thereof by receiving an e-mail sent to the User's e-mail address. The deletion of the User's profile shall represent an amicable termination of the contract on the use of the PostCash app. After the profile has been deleted, HP shall keep the data on the User and on the executed transactions set forth by the provisions of the Act on the Prevention of Money Laundering and Terrorist Financing, implementing regulations adopted on the basis of that Act, as well as other regulations, including HP's bylaws governing anti-money laundering and terrorist financing.
- 3.6. Pursuant to the terms of its business policy, HP reserves the right to refuse a request for setting up a profile and shall decide on whether it shall approve or refuse the provision of service, without any obligation to justify its decision to the User.
- 3.7. In order to use the service via the PostCash app, the User must provide valid Bank Card information. Since the information is stored by a third party providing the payment service used by PostCash, the App does not store information on the payment method chosen by the User. The Bank Card information that the User has entered in their user account must be regularly updated.

4. Information and terms of access to electronic postal orders via the PostCash app

- 4.1. The App service may only be used by a natural person/User over the age of 18.
- 4.2. By providing the information required for the placement and payment of a postal order and by accepting the Terms and Conditions for Using the PostCash App upon registration, the User orders HP to execute the relevant transfer of the postal order. Each individual order for the transfer of a postal order shall represent a separate agreement between HP and the User limited to the execution of the relevant postal order. Neither HP nor the destination postal operator shall inform the payee of a placed and/or executed postal order; it is the User's obligation to inform the Payee thereof.
- 4.3. Pursuant to legal and regulatory requirements, HP undertakes, in cooperation with the designated operators in destination post offices, to make the amount of the postal order available for payment no later than by the end of that business day provided that the User has received a confirmation of placement and approval of the postal order.
- 4.4. The time of placement shall be the time when HP receives the information that the Transaction has been authorized.
- 4.5. For regular money transfers via an electronic postal order, the funds shall be available for payment to the Payee within 30 minutes from the execution of the transfer order.
- 4.6. The deadlines from points 4.4. and 4.5. shall not include the following:
 - a) delay time due to an incorrect and incomplete address of the payee;
 - b) delay time due to force majeure or technical difficulties occurring through no fault of HP d.d.;
 - c) the time when the destination post office is closed;
 - d) the time required for carrying out checks under point 4.13.
- 4.7. When selecting the amount to be remitted and after having successfully selected the "Pay" function, the User shall receive a confirmation of placement of an order for the remittance of funds/Transaction. The App shall generate a postal order control number, which the User must communicate to the Payee so that the latter may receive the remitted funds in a post office of the designated destination postal operator.

- 4.8. The maximum amount to be wired using the PostCash app in domestic and international traffic is EUR 950.00 (nine hundred and fifty euros) / HRK 7,157.78 (seven thousand one hundred and fifty-seven kuna and seventy-eight lipa *).
- 4.9. The monthly limit for remitting funds via the App is EUR 9,290.60 (nine thousand two hundred and ninety euros and sixty cents*) / HRK 70,000.03 (seventy thousand kuna and three lipa) per user as the sender and payer of electronic postal orders via the PostCash app.
- 4.10. The placement of postal orders shall be made in euro, pursuant to the regulations of the Republic of Croatia.
- 4.11. The payment of postal orders shall be made in the official currency of the destination country pursuant to national legislation and the official exchange rate of the destination operator valid on the day of payment of postal order.
- 4.12. Pursuant to the legislation governing the prevention of money laundering and terrorist financing, payers may not operate with certain individuals or countries. For the purpose of meeting its legal obligation, HP shall check and compare all Transactions against a list of names pursuant to the guidelines issued by competent state bodies.
- 4.13. In the event of a match against the list, HP shall investigate the relevant Transaction to verify whether the name truly belongs to a person on the list. If it suspects that a transfer is used for illegal activities, HP shall reserve the right to check the identification documents of the payee thoroughly and, if applicable, to stop payment.
- 4.14. The fee for the remittance of a postal order is the fee charged by HP for the provision of the service and forms an integral part of HP's price list. When placing an order for a Transaction via the App, the User is shown the amount of HP's fee for the provision of the service.
- 4.15. All calculations shall be made in euro. If a Bank Card is not nominated in euro, the issuing Bank shall, pursuant to its bylaws, perform a conversion into euro using its own currency exchange rate.

5. The obligations and responsibilities of HP

- 5.1. Under the electronic postal order service, HP allows the User to transfer the amount of the postal order, provided that all requirements have been met.
- 5.2. HP shall not be liable for:
 - a) damage to the communications system outside the control of HP;
 - b) loss of data or delay in transfers caused by the Internet service provider or the browser or another software outside the control of HP;
 - c) services provided by the issuing Bank and costs that may be incurred by a card transaction;
 - d) computer viruses originating from a third party;
 - e) errors in the information system or the Internet service due to incomplete or incorrect information provided by the User;
 - f) unauthorized use or interception of information before it arrives to HP's information system; or
 - g) unauthorized use or unauthorized access to information processed by HP which concerns the User or the Transaction, unless such use or access are to due negligence on the part of HP;
- 5.3. Regardless of a previous agreement for the transfer of money via a postal order, HP has no obligation towards the User to initiate or to execute a service if:
 - a) it cannot obtain enough proof of the User's identity;
 - b) it has reason to believe that information on the Transaction is incorrect, unauthorized or forged or if it is a suspicious transaction;

- c) the User has provided incorrect or incomplete information or HP did not receive information on the User's Transaction in a timely manner allowing for a timely execution of the requested transfer of money; or
- d) the issuing Bank does not allow the use of the Bank Card for paying for the Transaction and HP's fees for the remittance of a postal order.
- 5.4. HP shall not be liable for actual damage or loss of revenue due to non-payment of a postal order or a delay in the payment of a postal order to the Payee who is the subject of liability of HP pursuant to point 5 or if Transaction cannot be executed due to the above.
- 5.5. HP reserves the right to refuse the execution of the Transaction, in part or in its entirety, if such execution would represent a violation of regulations or rules (including the rules concerning the prevention of frauds, money laundering or terrorist financing) and/or a breach of valid legislation. If HP has refused to provide a service (partially or in full) for any of the above-stated reasons, it shall notify the User thereof as soon as possible.
- 5.6. HP reserves the right to stop the provision of the service, partially or in full, if it is obliged to do so due to events outside its control („Vis maior – force majeure“). If a service provided by HP cannot be provided for any reason whatsoever, HP shall take all necessary measures to make such period as short as possible.
- 5.7. HP may be liable towards the User if it does not execute a Transaction for which it has been authorized by the User or if it executes such Transaction incorrectly, unless this is due to the User's fault. This means that, in the event of non-execution or incorrect execution of a Transaction, HP shall return the amount of the Transaction to the User (to the extent in which the Transaction has not been executed or has been executed incorrectly). The User shall have the right to request a refund of the fee to the extent in which the fee has been charged.
- 5.8. A Transaction shall be considered as successfully executed if it has been executed pursuant to the information on the Transaction provided by the User. If the User has provided incorrect information for the execution of the Transaction, they may request HP's assistance in refunding the money. HP cannot guarantee that such attempts will be successful. HP reserves the right to charge the User with a fee covering its reasonable relevant expenses.

6. The obligations and responsibilities of the User

- 6.1. By registering within the App, the User gives HP their consent for the processing of all data necessary for meeting the safety rules of the applicable legislation regarding the processing of personal data and the rules on the prevention of money laundering and terrorist financing, as well as the consent for charging HP's fees for each money transfer they initiate via the App.
- 6.2. The User is obliged to ensure the coverage of the total amount of the postal order to be remitted and the amount of the fee for the Transaction by using the Bank Card. The User accepts that the issuer of the Bank Card shall debit the entire amount to be remitted plus HP's fees before HP performs the remittance. Before the final approval of a Transaction, HP shall inform the User of the precise amount to be charged to them.
- 6.3. The User undertakes to:
share the information on the Transaction, i.e., the postal order (amount, name and surname of the User, country, name and surname of the Payee and the postal order control number) only with the

- a) Payee. The User shall prevent the access of third persons to this information. Within the App, the User enters the required information on the Payee, as well as the information on the destination post office.
 - b) not to use the electronic postal order service for illegal and forbidden purposes;
 - c) report any change in personal data necessary for the use of the service by updating it in the App;
 - d) be personally responsible for protecting their password and username, pursuant to clause 6.4 hereof below;
- 6.4. In the event of loss, theft, copying, tampering with or unauthorized use of information on a Transaction (see point 6.3b above), if the User believes that HP may have executed a Transaction for which it was not authorized by the User or if the User believes that HP possibly may not have executed a Transaction or has executed it incorrectly, the User shall immediately inform HP thereof via the contact center after they have become aware of such events or shall revoke the Transaction in the App;
- 6.5. The User shall be liable for loss resulting from unauthorized Transactions due to the use of lost, stolen or otherwise missing information on the Transaction or from the User's misuse of information on the Transaction.

The User shall be liable for all loss caused by any unauthorized Transaction.

Gross negligence shall especially include, but is not limited to, events in which the User fails to immediately inform HP of the loss of information on the Transaction or if they fail to keep such information or disclose it to third parties.

7. Exclusion of liability

- 7.1. HP shall not be liable to the User if an authorized or incorrectly executed Transaction is carried out by a third party or between third parties instructed by the User before HP has received the User's payment for transfer or any other Transaction. The User should immediately contact the relevant third party and inform it of the circumstances of such unauthorized or incorrectly executed Transaction.
- 7.2. HP shall not be liable for damage occurring due to unusual or unpredictable events over which HP does not have control and the consequences of which HP could not have avoided despite due care (caused, for example, by events out of its control, malfunctioning of the telecommunications network, civil unrest, war or other events such as industrial actions or stoppage over which it has no control) or due to force majeure.

This also applies to cases where HP is obliged to act on legislative, judicial and/or administrative orders.

8. Password and security

Before the first request for the service of remittance of a postal order, HP shall ask the User to enter a password and a valid e-mail address as their username.

It is the User's responsibility to keep the password and username in a safe place and to keep an account of all Transactions executed by using the password and username.

The User undertakes to immediately inform HP of any unauthorized use of the password and username or of any safety threat by promptly contacting the HP contact center.

After the User has informed HP of such unauthorized use of their password or username, HP shall immediately take all necessary measures to prevent further use of the information. HP shall inform the User of such steps after it has undertaken them and shall provide the reasons for such steps, unless that is forbidden due to legal reasons. By undertaking these steps, HP shall not accept responsibility for any loss or damage due to the User's failure to meet their obligations from this paragraph.

9. Undeliverable postal orders and the validity of postal orders

9.1. The period of validity of electronic postal orders shall be thirty (30) calendar days from the day of placement of a postal order.

9.2. After the expiry of the validity period, unpaid postal orders shall be returned to the User.

10. Revocation of payment of postal order and its return to

- 10.1. If the postal order has not already been paid to the Payee, the User shall have the right to revoke a postal order via the appropriate command in the PostCash app. If the revocation of a sent postal order is made before the issuing Bank has authorized the transaction, the amount of the postal order shall be returned to the User; if the revocation of a sent postal order is made after the issuing Bank has authorized the transaction, the User shall receive a refund of the amount of the postal order, but not of HP's fee for the remittance of postal order.
- 10.2. A postal order may be returned to the User before the expiry of the validity period in the following cases:
- a) in the event of death of the payee;
 - b) if the payee refuses its payment;
 - c) if there is an accepted request for the revocation of the postal order;
 - d) due to the application of international and/or national applicable regulations concerning the prevention of money laundering and terrorist financing.

11. Complaints, liability and damages

- 11.1. The User or another authorized person may lodge a complaint with HP within six (6) months from the day of placement if an electronic postal order has not been paid to the payee or has been incorrectly paid and if the service has not been performed.
- 11.2. Complaints are lodged and handled pursuant to the General Terms and Conditions for the Provision of Postal Order Services available at HP's website (www.posta.hr).

12. Intellectual property

The contents of the postal order service - PostCash and the entire intellectual property related to it and arising from it (including copyright, patents, rights database rights, protection and service trademarks) are the property of HP. HP reserves all the rights to the website and the electronic postal order service. The HP website and the electronic postal order service may only be used for the purposes provided for by the provisions of these Terms and Conditions and the underlying terms and conditions of HP and as stated on HP's website. The User has the right to show and save a copy of HP's websites exclusively for their own use. Without the express written approval of HP, the User shall not have the right to copy, publicly disclose or alter HP's websites and their services or parts thereof or to make their derivatives, participate in their assignment or sale, publicly disclose them on the Internet or use them in any other form or for any public or commercial purpose. The User shall not have the right to:

(a) use a web robot, a web spider, web scraper software or any other software for automatic retrieval of data from the Internet for access to the HP website or money transfer service, and/or (b) remove or alter information concerning copyright and trademarks and ownership information published on the HP website.

13. Applicable law

Croatian law shall be the applicable law for the interpretation, application and legal effects of all allowances, exclusions and terms of use of the money transfer service, and all claims and disputes arising from the use of the service and concerning them shall be settled by the court according to the headquarters.

14. Transitional and final provisions

14.1. These Terms and Conditions shall be available to users at any post office/sorting facility and on the official website of HP at www.posta.hr.

14.2. These Terms and Conditions shall enter into force on 20 November 2023. And with the same date, the Terms of Use of the PostCash application cease to be valid from January 1, 2023.

*The amounts dually displayed in euro and kuna in these Terms and Conditions are converted at the official fixed conversion rate 1 euro is 7.53450 kuna.

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HP - Hrvatska pošta d.d.

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