



## **GENERAL TERMS AND CONDITIONS FOR THE USE OF THE APIOS CARD**

### **1. GENERAL TERMS AND CONDITIONS**

1.1. These General Terms and Conditions for the Use of the APIOS Card (hereinafter: General Terms and Conditions) are used for the purpose of defining the purchase of goods and services with the APIOS card (hereinafter: the Card) at petrol stations of APIOS d.o.o. (hereinafter: APIOS) on the territory of the Republic of Croatia.

1.2. These General Terms and Conditions, with all their amendments, form an integral part of the Contract on the use of APIOS cards referred to in Item 2.1. of these General Terms and Conditions. 1.3. APIOS shall retain the right to amend these General Terms and Conditions at any moment. It shall be deemed that the amendments to the General Terms and Conditions are known to the user of the Card (hereinafter: the Buyer) on the day their amendments were published on the website [www.apios.hr](http://www.apios.hr)

1.4. With these General Terms and Conditions, APIOS governs the issuance of several types of cards, specifically: Credit card, Debit card, Bonus card and Loyalty card.

### **2. CREDIT CARD AND DEBIT CARD**

#### **2. Issuance of the card**

2.1. A legal entity, a craftsman or a natural person with a registered liberal profession that fulfills the conditions for the issuance of a Card prescribed by APIOS and concludes a Contract on the use of APIOS cards (hereinafter: the Contract) with APIOS, can become the Buyer.

2.2. APIOS shall enter into a Contract with the Buyer and issue a Card on the basis of a completed Application for the issuance of an APIOS card (hereinafter: the Application). 2.3. The Buyer shall guarantee the accuracy of the data submitted to APIOS and, by submitting the completed Application, he/she/it shall allow APIOS, either directly or to any of its employees, members of its bodies or any other person representing or acting for or on behalf of APIOS, to check the submitted data with the competent institutions or to use the data for the purposes connected with the use of the card.

2.4. Immediately upon the receipt of the APIOS card, the Buyer shall inform APIOS in writing of the possible error or inconsistency of the data listed on the APIOS card and the Application. If he/she/it fails to do so, it shall be deemed that he/she/it agrees with the data listed on the APIOS card, and after using the card, the Buyer shall have no right to subsequent claims.

2.5. All conditions for the issuance of the APIOS card shall be autonomously determined by APIOS, and it shall be authorized to, without any explanation and/or responsibility towards third parties requesting the issuance of the card, reject the application in accordance with its own assessment.

### **3. Goods and services**

3.1. The Card enables the Buyer for cashless purchase to buy goods and services at all APIOS petrol stations on the territory of the Republic of Croatia, in accordance with the Card category.

3.2. For each individual Card, the Buyer shall choose the purchase assortment option (the Card category) that prescribes a certain type of goods and services that can be purchased with an individual APIOS Card.

3.3. Any specific procurement or commercial conditions for the Buyer shall be defined by APIOS, and the Buyer shall be notified of them in writing. They shall be in effect until APIOS adopts a decision on their withdrawal or a decision on new special procurement or commercial conditions.

3.4. APIOS shall reserve the right to modify the types of available goods and services, of which the Buyer shall be notified in a timely manner.

3.5. Withdrawal of cash with the Card shall be neither possible nor allowed.

3.6. The delivery of goods and the provision of services at APIOS petrol stations shall be performed on behalf of APIOS.

3.7. In the event of a force majeure, or a decision of a competent body, employees at the reception site, i.e. APIOS petrol station, shall not be obliged to provide the Buyer with the requested type or quantity of goods and services.

### **4. Settlement of accounts, prices, payment**

4.1. For the goods sold and the services provided at APIOS petrol stations in the Republic of Croatia, APIOS shall perform the settlement of accounts twice a month, for sales made from the 1st to 15th of each month; and for sales made from the 16th to the last day of the month. On the last day of the billing period, APIOS shall issue an invoice to the Buyer. In addition to printed form, APIOS may issue the invoice to the Buyer in an electronic form and send it to the Buyer's electronic address provided by the Buyer in his/her/its data. If the Buyer does not agree with this type of receipt of the invoice, he/she/it must notify APIOS of it in writing, via registered mail, within 8 days from the date of receipt of the first invoice in the electronic form, i.e. at the latest within 15 days after the expiration of the billing period for which the invoice has been issued. The Buyer shall pay the invoice to APIOS' BCA.

4.2. The basis for the settlement of accounts for goods and services shall be the valid prices at APIOS petrol station on the day of the purchase of goods or the provision of services.

4.3. The Buyer shall be obliged to pay the invoice issued by APIOS in accordance with Item 4.1. of these General Terms and Conditions within the agreed period to APIOS' BCA listed on the invoice. In the event of a delay in payment, the Buyer shall be obliged to pay to APIOS statutory default interest. In the event of the Buyer's late payment, APIOS shall impute the received payments in accordance with the provisions of the Civil Obligations Act referring to the order of imputation.

4.4. The Buyer shall be obligated to notify APIOS of all changes to the data relevant for the correct issuance of invoices within three working days from the day of the change, in particular the change of the company name, address and VAT identification number. In addition, the Buyer undertakes to report to APIOS any possible errors or irregularities on the invoice within three working days from the day of the receipt of the invoice. If the Buyer fails to fulfill these obligations and consequently costs are incurred for APIOS, in particular due to the payment of taxes, default interest and other expenses, APIOS shall have the right to request the full reimbursement of these costs from the Buyer. The Buyer shall be fully liable for all costs and damages incurred for APIOS due to incorrect invoices, if the incorrectness of the invoices and the incurred damage are attributable to the fact that the Buyer has not fulfilled his/her/its obligations under Article 4.4. of these General Terms and Conditions, and shall pay to APIOS all costs and damages resulting therefrom, as well as hold APIOS harmless against all current and possible future court/notarial proceedings or proceedings before public bodies (bodies with public authorities).

4.5. Complaints regarding the use of the Card, collection or purchase of goods and services, may be submitted by Buyer within 30 days from the day of the issuance of the invoice in which the disputed purchase was charged, in writing to the following address: APIOS d.o.o., Budmanijeva 5, 10000 Zagreb. Submitting a complaint shall not relieve the Buyer from the obligation to pay the invoice and the disputed cost. The Buyer shall be obliged to make the complaints regarding the procurement or lack of procurement of goods and services at the point of sale.

## **5. The use of the Card**

5.1. The Card enables the Buyer to make purchases in accordance with the provisions of these General Terms and Conditions, up to the amount autonomously determined by APIOS.

5.2. The "credit limit" for the credit card within the meaning of these General Terms and Conditions shall be the highest total unpaid value of the purchase of goods and services that the Buyer has the right to realize with the Card. APIOS shall have the right to determine the credit limit autonomously, unilaterally and according to its own estimation. APIOS shall have the right to unilaterally change the credit limit at any time if the payments have not been made in a timely manner and/or the Buyer's creditworthiness has deteriorated. Any change of the Buyer's credit limit shall become immediately valid at the moment APIOS adopts the decision to change the limit. APIOS undertakes to inform the Buyer about the change of the limit in writing in the shortest possible time. If the Buyer exceeds the credit limit that has been determined or changed in accordance with these General Terms and Conditions, APIOS shall have the right to refuse the sale of goods or services to the Buyer. In addition, APIOS shall have the right to request and accept appropriate claim insurance measures, such as requesting additional payment insurance. Any liability of APIOS for any damages incurred for the Buyer or third parties due to refusal to sell the goods or services in accordance with these General Terms and Conditions shall be excluded.

5.3. Apios debit card enables the Buyers who use it for cashless payment to make purchases up to the amount of advance paid by the user, according to the offer delivered by APIOS.

5.4. "Security limit" within the meaning of these General Terms and Conditions shall be the limit of the daily, weekly or monthly allowed amount and/or number of purchases with the Card defined by APIOS, in accordance with the assessment made individually for each Buyer. APIOS shall notify the Buyer of the amount of the security limit in writing.

5.5. APIOS shall have the right to, at any time, block a Card or all Cards of the Buyer without prior notice in the event of any suspicion of misuse or fraud, whereby APIOS shall not cover any costs incurred for the Buyer as a result of blocking the Card.

5.6. The card is not transferable and can only be used by the Buyer or his/her/its employee as a Card user. If the Buyer so wishes, the registration number for the vehicle the Card is issued for shall be listed on the Card. The Card shall be valid only for the vehicle with the registration number that corresponds to the registration number specified on the Card, i.e. if the registration number is not specified on the Card, for the natural person or legal entity listed on the Card. Employees of APIOS petrol stations accepting the Cards shall be authorized, but not obliged, to verify that the registration number of the vehicle specified on the Card corresponds to the registration number of the vehicle that was refueled and, in the event of inconsistency, refuse to accept payment with the Card and keep or seize the Card.

5.7. With the Card(s), the Buyer shall receive a PIN for the identification and acceptance of each Card. PIN is a personal secret ID known only to the Buyer and/or User of the Card that use it for identification at the POS terminal at the point of sale. The Buyer undertakes to confirm the purchases made with the Card by a secret PIN. The Buyer also undertakes to keep the PIN confidential and to transfer this obligation to other users of the Card. The PIN must not be listed on the Card and the Buyer or the Card user must keep it separate from the Card. The Buyer shall be liable for all uses of the Card that are illegal and/or

inconsistent with the Contract. The PIN shall be an exclusive and indisputable confirmation of the performed transaction, and a correctly entered PIN by the Buyer or the Card user during the payment with the Card shall mean that the payment, i.e. the purchase was performed by the Buyer or his/her/its authorized person, and therefore all the obligations related to such a purchase shall be transferred to the Buyer irrespective of the remaining provisions of these General Terms and Conditions. The Buyer shall therefore always be liable for the use of the Card and for use that is inconsistent with the Contract, as well as for the misuse of the Card.

5.8. The Buyer or the Card user will be presented with a delivery note at the point of sale that the Buyer or the Card user shall retain for his/her/its own records. The quantity and value of the goods shall be specified on the delivery note, and the Buyer or the Card user shall confirm by signature or entering the PIN that the goods purchased and/or services provided are in accordance with the type and quantity specified on the delivery note. Before signing or entering the PIN, the Buyer or the Card user shall be obliged to verify the type and quantity of purchased goods, or the provision of the service received at the point of sale. For payments certified by the PIN, APIOS petrol stations that accept Cards shall not be obliged to submit to the Buyer, subsequently at his/her/its request, additional evidence on the performed transaction on the basis of a payment certificate copy or delivery note copy. When an automatic payment with an otherwise valid Card is not possible for any reason, the point of sale may issue a substitute certificate of the performed transaction for purchased goods or provided services, and the Buyer or the Card user shall sign it thereby confirming the performed transaction and the purchase of goods and/or services per type and quantity. Every Buyer or Card user must sign and retain a copy of such substitute certificate for his/her/its records. APIOS petrol stations that accept Cards shall not be obliged to submit to the Buyer, subsequently at his/her/its request, additional evidence on the performed transaction on the basis of a substitute certificate copy.

5.9. APIOS shall reserve the right to form the so-called "stop list" of the issued cards, in which it shall, at its own discretion, include all the Cards whose users do not meet their due obligations, i.e. all those Cards for which there is suspicion, for any reason, that they are being misused, as well as all those Cards for which it estimates that the use of the Card could endanger billing after their use. The payment of goods and services with Cards listed on the "stop list" will be disabled, and the employees of the point of sale shall have the right, but not the obligation, to seize such Cards in the event they are attempted to be used. APIOS shall have the right to charge the expenses of the unblocking of the Buyer and associated Cards according to the Decision on the Fees for Services.

5.10. The Buyer shall be obliged to immediately inform APIOS on the loss or theft of the Card via telephone at 0800 5771, and subsequently, as soon as possible, by e-mail: a- card@apios.hr, whereby the Card's number as well as the place and time of loss have to be stated. In that case, the Buyer's liability for the lost or stolen card ceases at the moment when the Buyer blocks the card on the A-CARD administration web application or when it notifies APIOS of it by telephone. The Buyer shall receive from APIOS the access to the A-CARD administration web application at the conclusion of the contract. After the Buyer notifies APIOS of loss or theft of the Card in this manner, the Card will be listed on the "stop list", which will disable its further use.

5.11. If the Buyer or User uses the Card in a manner that is not in accordance with these General Terms and Conditions, the Buyer and the Card User shall unlimitedly and jointly be liable for all the expenses incurred by such use of the Card. In the event of non-compliance with the provisions of the General Terms and Conditions and the Contract by the Buyer/User and the point of sale, the Buyer/User and the point of sale shall unlimitedly and jointly be liable for the expenses incurred by such use of the Card, specifically for all APIOS' claims arising from the "joint" use of the Card and for all damage caused by such use of the Card.

5.12. The card shall be valid until it is revoked by APIOS. Both parties may terminate the contractual relationship in writing, at any time and for any reason, via a registered postal delivery, subject to the 30-day cancellation deadline. In addition, APIOS may terminate the contract for a substantial reason, primarily due to Card misuse, payment delays or payment difficulties, but also for other important reasons, at any time, in writing, without the obligation of a notice period, and block the Card(s) from that moment on. APIOS shall also have the right to block the Card immediately, if it is possible to conclude from the manner and scope of the Card use that the use of the Card does not comply with these General Terms and Conditions.

5.13. The Card shall be the property of APIOS and it shall expire upon the termination of the contractual relationship and/or the revocation or blocking of the Card. In these cases, the Buyer shall be obliged to immediately return the Card to APIOS. APIOS shall have the right, in the event that the Buyer fails to fulfill its obligation of returning the Card, to immediately block the Card and inform all petrol stations, at the Buyer's expense, that the Card is no longer valid.

5.14. The Buyer undertakes to use the Card only as long as timely payment is ensured. In case of untimely payment or non-payment, or if APIOS believes it is not ensured, any further use of the Card shall be in contradiction with the Contract and any subsequent use shall be forbidden.

5.15. If the Buyer is late with payment, APIOS shall have the right to terminate the Buyer's use of the Card(s) without prior notice, immediately block the Card(s) and inform all its gas stations of it; in the event of a delay in payment, the Buyer shall be obliged to pay default interest the amount of which is determined by the applicable regulations, and reimburse APIOS for all costs of out-of-court or court attempts to collect APIOS' claims, costs of warnings, attorney-at-law's fees and costs of the agency for obtaining information on the Buyer's creditworthiness, and any other costs that may arise from this circumstance.

5.16. If the Buyer is late with payment, APIOS shall be authorized to alert the Buyer by means of any of the following methods: by sending a message to the e-mail address of the contact person of the Buyer, by a written warning sent by fax or by registered post with return receipt. If the warning is sent by registered post with return receipt, the Buyer's delivery address shall be the address that the Buyer has indicated in the Application or of which it has subsequently notified APIOS; if such a postal item is returned undelivered, it shall be deemed that the Buyer has received the warning on the day of sending the postal item.

5.17. If following the receipt of the warning referred to in Article 5.16., the Buyer fails to pay all its due obligations and the statutory default interest within 48 hours, APIOS shall be authorized not only to prohibit the use of the Card, but also to charge the Buyer, by using all payment security instruments and all other legal possibilities, with all due and undue obligations.

## **II. SPECIFIC PROVISIONS FOR THE DEBIT CARD**

6.1. APIOS shall be authorized to unilaterally cancel and deactivate any debit card issued to a Buyer with which no purchases at APIOS' points of sale have been recorded in the period of 90 (ninety) days, and shall be obliged to notify the Buyer of it.

6.2. In the case of unused funds on the Card, if there were no purchases with the Card in the period of 12 months from the date of the last use, APIOS shall have the right to record the funds as extraordinary income.

### **III. BONUS CARD**

- 7.1. A-CARD BONUS CARD (hereinafter: the Card) is intended for legal entities, family farms and crafts.
- 7.2. The Card shall not be a means of payment.
- 7.3. When paying by cash or bank card at APIOS' points of sale, the Card User (hereinafter: the User) shall be granted discounts defined by APIOS.
- 7.4. APIOS shall be fully authorized to entirely autonomously define the duration of the discount, the discounted items and the discount amount.
- 7.5. APIOS shall be fully autonomously authorized to designate the Card User.
- 7.6. APIOS shall be fully autonomously authorized to, without explanation and/or liability, inform the Card User on the termination of the validity of the Card.
- 7.7. To receive a Card, the User must electronically submit the completed Application by completing an online form or by submitting a signed copy of the Application in physical form to APIOS. By submitting a completed Application, the User confirms that he/she/it is familiar with and agrees with the General Terms and Conditions for the Use of the Card.
- 7.8. After the completed Application is reviewed and approved, the User shall receive the Card he/she/it personally takes over at the petrol station that he/she/it has indicated on the Application.
- 7.9. The Card shall be the property of APIOS, issued to a specific person and cannot be transferred to third persons. If the personal data on the basis of which the Card was issued and which are noted in the Application are changed, the User shall be obliged to inform APIOS of it in writing by e-mail: [a-card@apios.hr](mailto:a-card@apios.hr), or by completing an Application at an APIOS petrol station.
- 7.10. In the case of theft or loss of the Card, Article 5.10. of these General Terms and Conditions shall apply. The User shall be fully responsible for the misuse of the Card.
- 7.11. If the User cancels the use of the Card, he/she/it shall be obliged to inform APIOS of it in writing, by e-mail: [a-card@apios.hr](mailto:a-card@apios.hr), and return the Card to APIOS' address.

### **IV. LOYALTY CARD**

- 8.1. A-CARD LOYALTY CARD (hereinafter: the Card) is intended for all natural persons over the age of 18.
- 8.2. As part of the Loyalty Program, the User of an A-CARD LOYALTY CARDS shall earn HRK 0.10 per liter for the purchase of A-Motion fuel and LPG Auto gas, and 1% of the gross value of purchase of other assortment products, except for the purchase of tobacco products, e- supplement and toll fee payment.
- 8.3. The User shall have the right to use the collected monetary amount on the Card when purchasing at an APIOS petrol station in the manner that his/her bill is reduced by the collected amount in HRK, and the remainder of the bill (if greater than the reduction amount) shall be settled by the User in the manner he/she wishes (cash, credit card). The amount of the collected monetary amount on the Card shall thereby also be reduced.
- 8.4. The collected monetary amount on the Card shall be valid until the end of each calendar year of Card use, after which it shall expire and a new period of monetary amount collection shall begin.
- 8.5. The collected monetary amount of the Card cannot be exchanged for cash.
- 8.6. The User shall not be able to combine multiple types of APIOS A-CARD Cards.
- 8.7. The Card shall be limited to 3 transactions per day.
- 8.8. The User shall not be able to use the collected monetary amount on the same bill he/she has collected it on.
- 8.9. APIOS shall be fully autonomously authorized to designate the Card User.
- 8.10. APIOS shall be fully autonomously authorized to, without explanation and/or liability, inform the Card User on the termination of the validity of the Card.
- 8.11. To receive a Card, the User must electronically submit a completed Application by completing an

online form or by submitting a signed copy of the Application in physical form to APIOS. In addition to completing the application in the above manner, the User shall be obliged to give a Declaration of consent to the processing of personal data, either in a physical or electronic form. By submitting a completed Application and the Declaration of consent to the processing of personal data, the User confirms that he/she is familiar with and agrees with the General Terms and Conditions for the Use of the Card. By submitting a completed Application and the Declaration of consent to the processing of personal data, the User confirms that he/she consents to APIOS processing the User's personal data and issuing a Card. APIOS shall refuse to issue a card to the User that has failed to complete a Declaration of consent to the processing of personal data with the Application.

8.12. After the completed Application is reviewed and approved, the User shall receive the Card he/she personally takes over at the petrol station that he/she/it has indicated on the Application.

8.13. The Card shall be the property of APIOS. If the personal data on the basis of which the Card was issued and which are noted in the Application are changed, the User shall be obliged to inform APIOS of it in writing by e-mail: a-card@apios.hr, or by completing an Application at an APIOS petrol station.

8.14. In the case of theft or loss of the Card, Article 5.10. of these General Terms and Conditions shall apply. The User shall be fully responsible for the misuse of the Card.

8.15. If the User cancels the use of the Card, he/she shall be obliged to inform APIOS of it in writing, by e-mail: a-card@apios.hr, and return the Card to APIOS' address.

## **9. Final provisions**

9.1. The Buyer shall be obliged to immediately notify APIOS of any changes concerning his/her/its company, the Buyer personally, or the Buyer's vehicle, the change of seat or residence, the change of registration number, and any other personal, status-legal or other changes affecting the relationship on the basis of which the Card issued.

9.2. In the event that an individual provision in these General Terms and Condition becomes invalid, all other provisions shall remain valid and unamended. APIOS undertakes to replace invalid provisions with legally valid provisions.

9.3. The place of purchase for all goods and services purchased by the Buyer with the Card shall be all APIOS petrol stations in the Republic of Croatia.

9.4. For any possible disputes that may arise from the use of the Card, the court in Zagreb that has subject matter jurisdiction shall be competent.

9.5. These General Terms and Conditions shall enter into force on 1 March 2018 and shall be valid until the new General Terms and Conditions for the Use of the APIOS Cards are issued.