

## Request<sup>1</sup> for access to the NaOku web application

### Business Partner Information

Business Partner Name	OIB
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### Information on the Person Authorized for Representation (Super Administrator)<sup>2</sup>

Name and surname	OIB
Phone / mobile number	E-mail

### 1. Information on the additional NaOku web application user (optional)

Name and surname	OIB
Phone / mobile number	E-mail

User right: Administrator<sup>3</sup>  Accounting<sup>4</sup>

### 2. Information on the additional NaOku web application user (optional)

Name and surname	OIB
Phone / mobile number	E-mail

User right: Administrator  Accounting

Request date
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By signing the Request for access to the *NaOku web application*, I confirm that I am familiar with the legal basis, procedures and purposes of personal data processing performed by Erste Card Club d.o.o., Ulica Frana Folnegovića 6, Zagreb, OIB: 85941596441 (hereinafter: ECC) contained in the *Information on the processing of personal data, the provisions of the Terms of Use for the NaOku web application* and that I accept them. Also, by signing the Request for access to the *NaOku web application*, I confirm that I have informed each of the additional Users, whose personal data I have listed in it, about the fact of submitting his or her personal data to the ECC, as well as the legal basis, procedures and purposes of the ECC personal data contained in the *Information on the processing of personal data, the provisions of the Terms of Use for the NaOku web application* and that each of the additional Users listed here has accepted them.

Signature of the person authorized to represent and stamp
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The request for access to the *NaOku web application* must be completed in full, signed by the person authorized to represent the Business Partner and stamped by the Business Partner.

A copy of the completed Request should be sent to Naoku\_Registracija@ecc.hr. Upon the Request approval, the person authorized to represent, as well as additional users, will be sent an e-mail with instructions for applying to the *NaOku web application*.

<sup>1</sup> In order to implement the Request, it is necessary to fill in all data except the data marked as "optional".

<sup>2</sup> Super Administrator - Web application user - A person authorized to represent the Business Partner who has the right to use all functionalities of the web application, which include creating and deleting administrator and accounting user rights and registration of the Business Partner on the NaOku web application

<sup>3</sup> Administrator - Web application user who can create new Users and delete existing ones, and has the right to view accounting functionalities.

<sup>4</sup> Accounting - Web application user who can view accounting functionalities.

## Terms of use for the NaOku web application

### 1. Use of NaOku web application

*NaOku web application* is an ECC Digital Channel intended for business entities, Payees (hereinafter: Business partner) who with the company Erste Card Club d.o.o. Street Frana Folnegovića 6, Zagreb, OIB: 85941596441 (hereinafter: ECC) have concluded a Blanket Agreement on the Acceptance of Payment Transactions (hereinafter: Blanket agreement). The use of the *NaOku web application* is governed by these Terms of Use. It is important that you read and understand them. By signing the Request for access to the *NaOku web application* (hereinafter: Request) or the Questionnaire which forms an integral part of the Blanket Agreement (hereinafter: Questionnaire) you accept the application of the Terms of Use for the *NaOku web application* and the Request and Questionnaire, after approval by the ECC, represent an agreement between the Business Partner and the ECC (hereinafter: Agreement).

### 2. Introduction

- 2.1. ECC has developed the *NaOku web application* to provide Business Partners with a better experience, greater control and easier access to business and financial data and information related to the Blanket Agreement at all times.
- 2.2. NaOku web application enables viewing and receiving information and notifications related to accepting payment transactions in accordance with the Framework Agreement, such as receiving cost notifications, easy review of transactions made with Cards at points of sale, creating reports on Card transactions in accordance with Business Partner needs, and other new services and settings, which will eventually be available and made available on the *NaOku web application*.
- 2.3. Terms capitalized in these Terms have the same meaning as in the Blanket Agreement on the Acceptance of Payment Transactions, unless a different meaning has been assigned in these Terms of Use.
- 2.4. The *NaOku web application* can be used for the duration of the Blanket Agreement. Termination of the Blanket Agreement terminates the possibility of using the *NaOku web application* for all registered users, while deleting the user account terminates the possibility of using the *NaOku web application* for the user whose user account has been deleted.

### 3. Contracting the use of the NaOku web application and Registration

- 3.1. The Business Partner, i.e. the person(s) authorized to represent the Business Partner, by signing the Request or Questionnaire, authorize additional users to use the *NaOku web application* in accordance with the assigned user rights determined by user type (Super Administrator / Administrator / Accounting) and authorize ECC to allow persons to access the Business Partner information on the *NaOku web application in accordance with the assigned user rights*. Request or Questionnaire, completed in full with accurate information, is submitted for approval to the ECC by sending the original to ECC headquarters address and by sending a copy to Naoku\_Registracija@ecc.hr. Upon approval, the ECC will provide the designated users with instructions and a link to activate and access the *NaOku web application* by email.
- 3.2. To use the *NaOku web application*, it is necessary to register the Business Partner and the Super Administrator user account on the *NaOku web application*, i.e. additional user accounts (Administrator / Accounting) according to the Business Partner's wishes and needs. User accounts include the following rights:
  - a) **Super Administrator** – Web application user - A person authorized to represent the Business Partner who has the right to use all functionalities of the web application, which include creating and deleting administrator and accounting user rights and registration of the Business Partner on the *NaOku web application*
  - b) **Administrator** – Web application user who can create new Users and delete existing ones, and has the right to view accounting functionalities
  - c) **Računovodstvo** – Web application user who can view accounting functionalities.

The Super Administrator and the Administrator must inform all users added through user management on the NaOku web application about submitting their personal data to the ECC, as well as the legal basis, procedures and purposes of processing ECC personal data contained in the Information on the processing of personal data and the provisions of the Terms of Use for the NaOku web application and that each additional User listed here has accepted the same

- 3.3. By using the *NaOku web application* "User Management" functionality, Super Administrator and Administrator have the ability to add new user accounts, and edit and delete existing ones. By signing the Questionnaire or Request, the Business Partner authorizes the ECC to allow each new user account directly added by the Super Administrator or Administrator on the *NaOku web application* to access the the Business Partner information on the *NaOku web application in accordance with the assigned user rights*, i.e. to disable the access to the Business Partner information on *NaOku web application* for all user accounts directly deleted by Super Administrator or Administrator on the *NaOku web application*.

- 3.4. Super Administrator can be changed only by previously submitted written request, and the Business Partner undertakes to notify the ECC in a timely manner of any changes to the person authorized to represent, and must register a new Super Administrator on the web application.
- 3.5. By registering their user account by first accessing the *NaOku web application*, each registered web application user accepts these Terms of Use and accesses the Agreement on the use of the *NaOku web application*.
- 3.6. Since the Agreement on the use of the *NaOku web application* is concluded between the Business Partner and the ECC, the Business Partner is jointly and severally liable for the actions of each of its registered users, in accordance with these Terms of Use, and for using information available on the *NaOku web application*.
- 3.7. The Business Partner must manage the authorizations of registered users in a way that protects the confidentiality of information made available to the Business Partner by ECC on the *NaOku web application*, and which limits their availability only to persons to whom the Business Partner has granted user rights via the Questionnaire, Request or subsequent Super Administrator and/or Administrator actions.
- 3.8. The Business Partner understands and accepts that ECC will not be responsible for providing access to Business Partner information on the *NaOku web application* to users listed in the Questionnaire, Request or for enabling or disabling access to Business Partner information on the *NaOku web application* to those users for who have been defined by subsequent requests or direct actions of Super Administrator and/or Administrator on the *NaOku web application*.

#### 4. Terms of use

- 4.1. *The NaOku web application* provides, among other things, insight into all Card transactions at the Business Partner's Points of Sale, as well as the use of various functionalities and options within the *NaOku web application*, thus keeping the information confidentiality of the user accounts (user name and password defined by each user for themselves after signing up to the *NaOku web application*) and keeping the confidentiality of Business Partner obligations, i.e. of each user of the *NaOku web application* (Super Administrator / Administrator / Accounting). In no event shall the ECC be liable for the unauthorized use of account access data resulting from a breach of data protection and confidentiality or the irresponsible handling of any user access data. It is recommended to change the password periodically.
- 4.2. In order to protect the rights and data, the loss or unauthorized use of data for user account access, as well as all other forms of misuse of the *NaOku web application*, must be immediately reported to ECC by the users.
- 4.3. In case of suspected violation of these Terms of Use or in case of violation of these Terms of Use, as well as all other forms of abuse of the *NaOku web application*, the user undertakes to notify the ECC immediately. Upon receiving the user's notification, i.e. upon know/suspected violation of these Terms, ECC will immediately take appropriate steps to prevent further misuse or unauthorized use of the *NaOku web application*.
- 4.4. Internet access is required for the use of the *NaOku web application*. The business partner must, in accordance with its business decision, provide technical equipment and other conditions necessary for access to the *NaOku web application*, as well as undertake technical security measures to prevent any misuse.
- 4.5. Each user must use the *NaOku web application* in accordance with these Terms of Use, for which the ECC is jointly and severally liable to the registered user and the Business Partner.
- 4.6. *NaOku web application* is copyright protected. The ECC grants the Business Partner and authorized users the right to use the *NaOku web application* for the duration of the Blanket Agreement and only for the intended purpose. Copying, modification and distribution of content available on the *NaOku web application* for commercial purposes without the written permission of the ECC is prohibited.

#### 5. Use of data

- 5.1. As part of the use of the *NaOku web application*, ECC may collect, process and use diagnostic and technical information, as well as usage data and related information. ECC will use this information, as long as it is collected anonymously in a form that does not personally identify an individual user, to improve products or to provide the users with services or technologies.
- 5.2. ECC may, if you agree to the use of cookies, use the information collected to provide you with a more efficient customer experience, facilitate the use of websites by eliminating the need to frequently enter the same information or to adapt websites to your personal preferences and interests. Detailed cookie policy is available on the ECC website under Privacy protection, or at <https://www.erstecardclub.hr/hr/zastita-privatnosti>.

5.3. In order to improve the *NaOku web application*, ECC may provide its partners or independent developers with a set of diagnostic information, as long as the diagnostic information is in a form that does not personally identify the web application user.

## 6. Protection of personal data and privacy

The person(s) authorized to represent the Business Partner by signing the Request or Questionnaire confirm(s) that they have consent for the transmission of personal data of all users listed in the Request or Questionnaire to ECC, and undertake to notify the ECC without delay if such consent is revoked.

Each Super Administrator and/or Administrator, who designates additional users by subsequent requests or his direct actions on the *NaOku web application*, confirms that they have the consent to the transfer of personal data of all designated users to the EC, and undertakes to notify the ECC without delay if such consent is revoked.

ECC will always collect, process and use the personal data of users (Super Administrator / Administrator / Accounting) in accordance with the applicable regulations on personal data protection and privacy protection, and more information is available at: [ma: https://www.erstecardclub.hr/hr/informacije-o-obradi-osobnih-podataka](https://www.erstecardclub.hr/hr/informacije-o-obradi-osobnih-podataka) and <https://www.erstecardclub.hr/hr/zastita-privatnosti>.

## 7. NaOku web application management and availability

7.1. ECC manages and supports the *NaOku web application* in technical, organizational and administrative manner.

7.2. ECC cannot guarantee the uninterrupted availability of the *NaOku web application*, nor its availability via every device and browser or every communication link.

7.3. *NaOku web application* may be, in whole or in part, inaccessible temporarily or during a longer period due to technical or other reasons (maintenance, errors, unavailability of communication links, force majeure, etc.). ECC will not be held responsible for any damage caused by the unavailability of the *NaOku web application*. ECC may at any time modify the *NaOku web application*, in any way and in any form.

7.4. The *NaOku web application* provides access to stored data on Transactions from the current and previous calendar years. ECC does not assume responsibility for the authenticity and variability of the data after the user has downloaded and stored them locally. ECC is not storing the data in the form in which it was downloaded by the user.

7.5. The Business Partner may use the *NaOku web application* for the duration of the Blanket Agreement. The ECC will delete the account(s) upon termination of the Blanket Agreement. ECC reserves the right to delete all user accounts that have not been used for a period longer than 12 months.

7.6. The business partner can submit a written request for deletion / termination of any or all active user accounts by sending a request to [Naoku\\_Registracija@ecc.hr](mailto:Naoku_Registracija@ecc.hr). The agreement on the use of the *NaOku web application* will be terminated automatically if the only account of the Super Administrator is deleted.

7.7. ECC reserves the right to change, suspend, remove or disable access to the *NaOku web application* or certain functions within the *NaOku web application* at any time and without prior notice. ECC shall in no event be liable for any damage resulting from the change, interruption, removal or disabling of access to the web application or certain functions within the web application.

7.8. If the ECC prevents the Business Partner from using the *NaOku web application*, the ECC will then fulfil its obligations under the Blanket Agreement in the manner prescribed by the Blanket Agreement.

## 8. Fee for using the NaOku web application

Business partners can use the functionalities and services available at the *NaOku web application* without paying additional fees.

## 9. Changes to the Terms of Use

9.1. ECC reserves the right to change the Terms of Use. In the event of a change to the Terms of Use, the ECC will notify the Business Partner at least 15 days before the change takes effect by sending the Super Administrator a written notice via regular mail or e-mail. If the Business Partner does not notify the ECC in writing that they do not accept the changes to the Terms of Use by the date such changes are taking effect, the Business Partner shall be deemed to have accepted the changes to the Terms of Use. The Business Partner agrees that changes in favour of the Business Partner can be imple-

mented immediately, without prior notice. All Users will have to accept the new Terms of Use after changes to the Terms of Use take effect in order to continue using the *NaOku web application*. If the Business Partner notifies the ECC that they do not accept the amended Terms of Use, the agreement on the use of the *NaOku web application* will be terminated when the updated Terms of Use take effect, and the right to use the *NaOku web application* will be terminated for all registered users. ECC will also notify the Business Partner's registered users of any changes to the Terms of Use. A user who does not accept the amended ECC Terms of Use will not be allowed to use the *NaOku web application*, regardless of whether they have been accepted by the Business Partner.

9.2. The current Terms of Use, as well as any changes to them, are always available on the *NaOku web application* and on [www.diners.hr](http://www.diners.hr) and [www.erstecardclub.hr](http://www.erstecardclub.hr) websites.

## 10. Final provisions

The provisions of the Blanket Agreement for the Acceptance of Payment Transactions concluded between the Business Partner and the ECC will apply to rights and obligations not regulated by these Terms of Use.