

PERK

General Terms and Conditions for the PERK SMART LODGE CARD

This **Agreement** governs your use of our **Perk Smart Lodge Cards**. It consists of the following components:

1. **The Terms:** These General Terms and Condition for the Perk Smart Lodge Card;
2. The **Perk Card Terms:** The Agreement for the use of the Perk Visa Corporate Debit Card as referenced in the Order Form;
3. **The Order Form:** An integral part of this Agreement that sets out applicable fees, specific company details, and takes precedence over other parts of this Agreement.

To provide you with a comprehensive spend management solution, your engagement involves two distinct contractual relationships:

1. **Platform Services:** The Customer has a valid agreement with a **Perk Affiliate** (Perk Platform S.L.U., Perk UK Ltd, or Perk USA Inc.) as defined in your **Order Form** for the provision of Travel and Spend Management Services. This relationship is governed by the **Platform Agreement** (including the Service Terms) referenced in the Order Form.
2. **Card Issuance Services:** The Customer has a separate agreement with **Perk Pay d.o.o.** (a licensed payment institution based in Croatia) for the provision and issuance of **Perk Smart Lodge Cards**. This specific relationship is governed by **this Agreement**.

These Terms were last updated on 15 June 2026.

TERMS AND CONDITIONS OF USE

These terms and conditions of use ("**Terms**"), and the provisions of the order form ("**Order Form**"), in relation with the use of the debit Perk Smart Lodge Card issued by Perk Pay D.O.O. ("**Perk Pay**") (collectively the "**Agreement**") constitute a binding agreement between You and Perk Pay.

"You" and "Your" means the "Contract Holder" of the Perk Smart Lodge Card and as applicable, the Card User on the Contract Holder's behalf. "We", "Our" or "Us" means Perk Pay, a company incorporated in Croatia with registered address Zagreb (Grad Zagreb), Illica 1, Croatia and company registration number 081504893 and authorised by the Croatian National Bank ("CNB").

The Agreement will be governed by the Order Form and Terms in force as displayed on the Website and the Platform. Please read the Terms and Order Form carefully and retain a copy for future reference.

1. Definitions and Interpretation

Account: The electronic money account provided by Modulr FS Europe Limited opened in accordance with the Modulr Account Terms and Conditions and the General Terms and Conditions Modulr ("Modulr Agreement"). For the avoidance of doubt, the issuance of electronic money is not governed by this Agreement.



Applicable Law means any applicable law (including but not limited to, any local law of the jurisdictions into which the Perk Smart Lodge Card is provided and the Program is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or usage of the Perk Smart Lodge Card and/or services to be provided under this Agreement or such other rule as deemed valid by Perk Pay from time to time.

Business Day means Monday to Friday, 9am to 5pm CET, excluding bank, national and public holidays in Croatia.

Perk Smart Lodge Card means each virtual debit card, as set out in the Order Form, issued to You by Us pursuant to licence by the Card Scheme, with an underlying Account holding the balance of the Perk Smart Lodge Card in the Denominated Currency. References to Perk Smart Lodge Card include all Card details and Security Details.

Card Scheme has the meaning defined in the Order Form.

Card Services means any services provided by Us or any third-party service providers in connection with a Perk Smart Lodge Card.

Card User means an individual who is an employee of the Contract Holder and to whom a Perk Smart Lodge Card is supplied and who is validly authorised by You to use and to utilise funds held in the Account via a Perk Smart Lodge Card subject to this Agreement and on Your behalf.

Contract Holder means You, the corporate entity which, subject to its Platform agreement, owns the available funds that can be used by the Card User and to whom the Perk Smart Lodge Cards are issued.

Contract Holder Representative means a Card User who is additionally an individual acting as a representative of the Contract Holder and on its behalf on the basis of authorisation granted by the Contract Holder's board of directors or equivalent representative body to represent the Contract Holder in legal and contractual matters, including in relation to the operation of the Program.

Customer Services means the department in charge of providing customer support for the Perk Smart Lodge Card.

Denominated Currency has the meaning given to it in the Order Form.

Identity Verification means identifying and verifying a natural person's identity on the basis of documents, data or information obtained from a reliable and independent source and in line with antimoney laundering legislation applicable from time to time in Croatia.

Insolvency Event: occurs, with respect to any party, in the event of

- a) that party passing a resolution, or a court making an order, that that party be wound up (except for the purposes of a bona fide, solvent reconstruction or amalgamation);



- b) an order being made for the appointment of an administrator in relation to that party or a receiver, administrative receiver or manager being appointed over all or any part of that party's assets or undertaking;
- c) that party being unable to pay its debts within the meaning of any applicable insolvency law;
- d) there being proposed in respect of that party any voluntary arrangement under any applicable insolvency law; or
- e) any circumstances occurring that are the equivalent of (a) to (d) above under the legislation and related case law and practice applicable to that party (where (a) to (d) above do not apply for any reason to that party).

"Merchants" means a merchant authorised to accept Cards and which are exclusively listed under 2.3.

Personal Data means any registered personal identity details relating to the use of the Perk Smart Lodge Card including (but not limited to) an individual's: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.

Platform means the Perk travel and spend management platform where Perk Smart Lodge Card can be ordered. Use of the Platform is regulated by a separate agreement entered into between the Contract Holder and the respective Perk affiliate.

PIN or PIN Code means the personal identification number used to access certain Card services, provided to the Card User.

Regulatory Authority means as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Perk Pay related to the issuance, marketing, sale, authorisation or usage of the Perk Smart Lodge Cards, Program(s) or services provided under this agreement, including without limitation the Malta Financial Services Authority.

Security Details means certain information, including personal information, given by You on behalf of the Card User when applying for the Perk Smart Lodge Card and as notified to Perk Pay by You from time to time.

Transaction means Your use of the Perk Smart Lodge Card to make a payment, or a purchase of goods or services from a Merchant over the internet or by phone.

Website means the website indicated in the Order Form, where Card Users may perform certain operations in relation to their Perk Smart Lodge Card such as activation, viewing Transactions, blocking and unblocking and raising queries with Customer Services in relation to use of the Perk Smart Lodge Card.

2. Purpose of the Perk Smart Lodge Card



- 2.1 The Perk Smart Lodge Card is a virtual debit card featuring immediate debit of funds from the Account and systematic authorisation. The Perk Smart Lodge Card allows Card Users to access available funds that have previously been credited to the Account. The Perk Smart Lodge Card is not a credit card and all use is limited to the amount held in the Account and any other limits referred to in this Agreement.
- 2.2 The Perk Smart Lodge Card is issued by Us at the Contract Holder's request and upon acceptance of said request to Perk Pay via the Platform.
- 2.3 The Perk Smart Lodge Card can be used for business purposes or for corporate travel expenses as part of a corporate booking tool only. The Perk Smart Lodge Card is only permitted to be used at merchants who accept the Card Scheme (subject to local laws and regulations in the country of use) in order to purchase goods or services within the following Merchant Category Code groups:
- 3000-3350 – individual airline MCCs
 - 4511 – Airlines and Air Carriers (Not Elsewhere Classified)
 - 4112 – Passenger Railways
 - 4111 – Local and Suburban Commuter Passenger Transportation, Including Ferries
 - 4131 – Bus Lines
 - 4722 – Travel Agencies and Tour Operators
 - 4723 – Package Tour Operators – Germany Only
- 2.4 The Perk Smart Lodge Card may be used subject to there being sufficient funds available in the Account for the Transaction, including any applicable fees (subject to local laws and regulations in the country of use).
- 2.5 The Perk Smart Lodge Card remains at all times Our property. Use of the Perk Smart Lodge Card is personal to You and the Card Users. You cannot assign Your rights under this Agreement, and the Card User is strictly prohibited from transferring or giving the Perk Smart Lodge Card to any third party or from allowing any third party to use the Perk Smart Lodge Card. The authorisation for You and/or Card Users to use the Perk Smart Lodge Card may be revoked at any time, in accordance with clause 10 below.
- 2.6 The Contract Holder shall be liable for all acts and omissions of Card Users purported to be carried out pursuant to the activities anticipated by this Agreement. The Contract Holder warrants, represents and undertakes that it shall ensure that all Card Users are made aware of the content of this Agreement and understand the obligations regarding the use of the Perk Smart Lodge Card.
- 2.7 The Contract Holder shall contractually ensure that Card Users are not permitted to use the Perk Smart Lodge Card unless such use has been authorised by the Contract Holder.

3. Use of Perk Smart Lodge Card

3.1 Activation and General Use of the Perk Smart Lodge Card

- 3.1.1 The Contract Holder must provide Perk Pay with the names of all Card Users upon request.



- 3.1.2 The Contract Holder must provide Perk Pay with all such required documentation and information in order to enable Perk Pay to conduct Identity Verification on any and all Contract Holder Representatives appointed by it from time to time.
- 3.1.3 A Perk Smart Lodge Card cannot be used unless and until Perk Pay has successfully conducted Identity Verification on the associated Contract Holder Representative and Perk Pay is satisfied as to the identity of such Contract Holder Representative. Perk Pay retains the right to conduct Identity Verification at any time on any Card User.
- 3.1.4 The Contract Holder must provide Perk Pay with all such required documentation and information in order to enable Perk Pay to verify its status as a business.
- 3.1.5 Only Card Users are permitted to make Transactions using the Perk Smart Lodge Card. You shall be responsible for ensuring that each Card User complies with this Agreement.
- 3.1.6 The Perk Smart Lodge Card is only for use by the Card User and expires on the date shown on the Platform. The Perk Smart Lodge Card cannot be used after it has expired.
- 3.1.7 The Card User must ensure that all corporate and employee data which is required to be able to correctly process Transactions is kept accurate at all times. This data includes, but is not limited to, employee ID, legal entity reference number, cost centre and category data.
- 3.1.8 The amount relating to each Transaction and any associated fees will be deducted from the balance on the Account.
- 3.1.9 You agree to accept a credit to the Account if a Card User is entitled to a refund for any reason for goods or services purchased using the Perk Smart Lodge Card.
- 3.1.10 We are not responsible for ensuring that point of sale terminals ("POS") will accept the Perk Smart Lodge Card.
- 3.1.11 You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Perk Smart Lodge Card in the country of purchase and/or use.

3.2 Available funds

- 3.2.1 The Card User should check that sufficient funds are available on the Account prior to attempting to make any Card Transaction to avoid disappointment or embarrassment if the Perk Smart Lodge Card is declined.
- 3.2.2 If there are insufficient funds in the Account to pay for a Transaction the Perk Smart Lodge Card may be declined or the Merchant may allow payment of the balance by some other means.
- 3.2.3 The Perk Smart Lodge Card can only be used if the Account has a positive balance.



- 3.2.4 The Card User may obtain certain information concerning the Perk Smart Lodge Card and recent Transactions via the Platform or contacting Customer Services by telephone.

3.3 Temporary blocking of the Perk Smart Lodge Card

- 3.3.1 The Card User and/or Contract Holder may request to have the Perk Smart Lodge Card temporarily blocked by contacting Customer Services.
- 3.3.2 You and/or the Card User may request that the Perk Smart Lodge Card be unblocked at any time via the Corporate Platform, by contacting Us by via our dedicated support channels.
- 3.3.3 Applying for a Perk Smart Lodge Card to be temporarily blocked shall not satisfy the obligation of the Card User or Contract Holder to inform Perk Pay of the suspected or actual loss, theft, misuse or fraudulent use of the Perk Smart Lodge Card or of the related data.
- 3.3.4 If We block or suspend a Perk Smart Lodge Card, We shall notify You and the Card User by e-mail.
- If possible prior to blocking or suspending the Perk Smart Lodge Card, and at the latest, immediately after, unless We reasonably believe that providing such information would constitute a security risk or We are not permitted to provide such information by any applicable law. The Card User and/or Card Holder can at any time request that the block be removed from their Perk Smart Lodge Card by contacting Customer Services at our dedicated support channels, but the discretion to unblock the Perk Smart Lodge Card or resume provision of Our services will be at Our discretion.
- 3.4 Perk Smart Lodge Card Renewal: Any Perk Smart Lodge Card renewal, if applicable, shall be subject to the Order Form.
- 3.5 Refund: Goods or services paid for with the Perk Smart Lodge Card cannot be refunded by a Merchant unless there was a prior Card Transaction debited from the Account by that Merchant of an equal or higher amount than the refund requested. If the Card User and Merchant agree a refund, the Merchant may process the refund via a POS terminal. Amounts credited to the Account via the Merchant as refunds shall be available no more than 3 (three) days after the time the refund order was received. If an amount is credited to the Perk Smart Lodge Card that does not correspond to a refund, We reserve the right to terminate the agreement.

4. Perk Smart Lodge Card Limits and Fees

- 4.1 The Perk Smart Lodge Card Fees and Limits provisions are outlined in the Order Form and will apply to the Perk Smart Lodge Card.
- 4.2 Withdrawal and/or Transaction limits may apply to the Perk Smart Lodge Card as shown in the Platform.



- 4.3 When the fees are linked to a Transaction that results from a related service without use of the Perk Smart Lodge Card, it will be carried out provided that sufficient funds are available in the Account to cover the cost of the Transaction and the fees, and related fees shall be separately debited from the balance.
- 4.4 Each time the Card User uses the Perk Smart Lodge Card, the value of the Transaction plus any applicable fees shall be debited from the Account. If the value of the Transaction plus any applicable fees exceeds the balance of the funds available in the Account the Transaction will be declined, and applicable fees shall be charged to the Account in accordance with the provisions of the Order Form.

5. Perk Smart Lodge Card Security

- 5.1 You should treat the Perk Smart Lodge Card like cash. If it is lost or stolen, you may lose some or all of your money on your Perk Smart Lodge Card, in the same way as if you lost cash.
- 5.2 You must keep the Perk Smart Lodge Card and Security Details safe by taking appropriate measures, including, but not limited to, the following:
- i. never allowing anyone else to use the Perk Smart Lodge Card or sharing access to it with anyone;
 - ii. complying with any reasonable instructions We give about keeping the Perk Smart Lodge Card safe and secure;
 - iii. using only secure internet sites for making Card Transactions online;
 - iv. reporting any suspected unauthorised use of the Perk Smart Lodge Card to any relevant organisations to warn them of any potential attempts to commit identity fraud in Your name.
- 5.3 You undertake, represent and warrant to Us that the Transactions that the Card User will undertake using the Perk Smart Lodge Card do not contravene any applicable law and that You and the Card User shall at all times comply with all applicable laws in relation to the performance of Your obligations under this Agreement.
- 5.4 The Card User shall obtain a receipt for every Transaction undertaken with the Perk Smart Lodge Card. The Card User must retain their receipts to verify their Transactions.
- 5.5 Information sent over the internet may not be completely secure. The internet and the online systems are not controlled or owned by us so We cannot guarantee that they will be secure and function at all times and We accept no liability for unavailability or interruption.

6. Authorising Transactions

- 6.1 You will need to give your consent to each Transaction, where applicable, by providing the Perk Smart Lodge Card details and/or providing any other details personal to you and/or your Perk Smart Lodge Card. Once you have given such consent to the Transaction, it will be deemed to be authorised.
- 6.2 If a Transaction order is received after 4pm on a Business Day then it will be deemed to have been received on the next Business day.



- 6.3 Once a Transaction has been authorised by you, it cannot be revoked and the time of receipt of a Transaction order is when it is received by our processing partner.
- 6.4 Your ability to use or access the Perk Smart Lodge Card may occasionally be interrupted, for example if Perk Pay or any third-party service providers need to carry out maintenance on their systems or websites. Please contact Customer Services should you experience any problems using your Perk Smart Lodge Card or Account and these will be resolved as soon as possible.

7. Loss, theft and misuse of Perk Smart Lodge Cards

- 7.1 If the Perk Smart Lodge Card is lost, stolen, misused or is likely to be misused by a third party or You or the Card User suspect that someone else may know the related Security Details or has carried out an unauthorised Transaction, You must stop using the Perk Smart Lodge Card, freeze the Perk Smart Lodge Card within the Platform and notify Customer Services directly immediately after becoming aware of such loss, theft, misappropriation or unauthorised use of the Perk Smart Lodge Card. The Perk Smart Lodge Card shall be suspended to avoid further losses upon Your notification to Customer Services in accordance with this clause.
- 7.2 We may also suspend a Perk Smart Lodge Card with or without notice if We suspect that the Perk Smart Lodge Card or any other Perk Smart Lodge Card- related security details have been, or are likely to be, misused, if any Transactions are deemed to be suspicious and/or are identified as being fraudulent, if We have reason to believe that You have broken an important condition of these Terms or that You have repeatedly broken any term or condition and have failed to remedy it, or if We suspect illegal use of the Perk Smart Lodge Card.
- 7.3 You and/or the Card User will be required to confirm details of the loss, theft or misuse to Perk Pay in writing.
- 7.4 You and/or the Card User may be required to assist Us, Our agents or the police if the Perk Smart Lodge Card is stolen or We suspect the Perk Smart Lodge Card is being misused.

8. Our Liability to You

- 8.1 We will not be liable to You in respect of any losses You or the Card User may suffer in connection with or arising from the Perk Smart Lodge Card, except where such losses are due to a breach by us of this Agreement or due to Our negligence. In addition, We will not be liable for disputes concerning the quality of goods or services purchased from any Merchant that accepted a Perk Smart Lodge Card or for any additional fees charged by any payment services provider (e.g. when You are offered dynamic currency conversion at a point of sale). In particular, We will not be liable for any loss due to: (i) any failure due to events outside Our reasonable control; (ii) any system failure or industrial dispute outside Our control; (iii) any defect in the software (including data feed) from any travel management company which renders the Perk Smart Lodge Card unable to function correctly; (iv) any Merchant refusing to or being unable to accept the Perk Smart Lodge Card ; (v) the way in which any refusal to accept the Perk Smart Lodge Card is communicated to You; (vi) any infringement by You of any currency laws; (vii) Our taking any action required by any government, federal or state law or regulation or court order; or (viii) anything specifically excluded or limited elsewhere in this Agreement.



- 8.2 Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Perk Smart Lodge Card or the use of your Perk Smart Lodge Card by any third party (including any fraudulent or unauthorised Transactions and subsequent unsuccessful chargebacks).
- 8.3 You agree to indemnify Us against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur or which are brought against Us if You have acted fraudulently, been negligent or have misused the Perk Smart Lodge Card or any of the services which We provide to You.
- 8.4 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), limitedly for the purpose of this clause.

9. Terminating this agreement

- 9.1 This agreement shall continue in force until termination of Your Platform agreement with the relevant Perk Affiliate or unless otherwise terminated in accordance with this clause 9 or clauses 10 and 13.3.
- 9.2 The Agreement may be terminated at any time by the Contract Holder by sending 30 days' written notice to Customer Services or by Us, sending 30 days' written notice to You.

10. Causes for Termination

- 10.1 We reserve the right, at any time and without prior notice, at Our discretion to terminate the Agreement, to block or suspend use of the Perk Smart Lodge Card and/or to restrict its functionality if any of the following circumstances arise:
- i. We reasonably suspect the security of the Perk Smart Lodge Card has been compromised in any way;
 - ii. The Modulr Agreement has been suspended, restricted or terminated; or
 - iii. we are required to do so under Applicable Law or where we believe that continued use of the Perk Smart Lodge Card may be in breach of Applicable Law;
 - iv. iv. in the event You, the Card User or any third party engage in any actual or attempted fraudulent activity or We reasonably suspect You or the Card User to have done so;
 - v. we believe that your continued use of the Perk Smart Lodge Card may damage our reputation;
 - v. we believe that your use of Perk Smart Lodge Card may result in harm to us or our systems;



- vi. you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Agreement;
- vii. you haven't given us information we need or we believe that any of the information that you have provided to us is incorrect or false;
- viii. you do not access your Account for 6 months
- ix. we cannot process your Transactions due to the actions of third parties;
- x. you have breached this Agreement;
- xi. in case of non-payment of any annual or other applicable fees, as set out in the Order Form; or
- xii. you suffer an Insolvency Event or You cease or threaten to cease to carry on Your business.

10.2 As per clause 3.3, We shall remove the block on the Perk Smart Lodge Card as soon as practicable after We are satisfied, acting reasonably, that the reasons for blocking or suspending it no longer exist. If the circumstances for blocking or suspending the Perk Smart Lodge Card continue for 1 month, We may terminate the Agreement instead.

10.3 Any termination or expiry of the Agreement, howsoever caused, shall be without prejudice to any obligations or rights of either of the parties which may be accrued prior to termination or expiry and shall not affect any provision of the Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.

10.4 The Contract Holder will be responsible for ensuring that all Cards Users have been notified of termination of the Agreement.

11. Penalties

11.1 In addition to such actions constituting a break of the provisions of this Agreement, any illegal or fraudulent use of the Perk Smart Lodge Card by You or the Card User, or with knowledge, may be reported to the Police or any other relevant regulatory authority.

11.2 You shall be liable to Us for all losses, fees and other expenditure incurred by Us in relation to the recovery, cancellation or reversing of Transactions resulting from the misuse of the Perk Smart Lodge Card by You or the Card User or where You break any important provision or repeatedly break any provision of this Agreement and fail to remedy it.

12. Confidentiality and Data Protection

12.1 Perk Pay will collect certain information about the Merchant, the Card Holder and the Card Users of the Perk Smart Lodge Card in order to operate the Card program. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the Personal Data which we request, we will take steps to terminate this Agreement in accordance with clause 10.1(vi) above.

12.2 We will manage and protect your Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information



about you, how we use it and the conditions under which we may disclose it, please refer to our privacy policy displayed on Perk's website which is provided to you at the time we collect your Personal Data.

13. Variations of Agreement

13.1 We may, at Our discretion, alter this Agreement at any time.

13.2 Yokoy Perk Pay may change the General Terms and Conditions of Yokoy Pay Perk Cards applicable to this Agreement. Changes to the General Terms and Conditions of Yokoy Pay Perk Cards will be published on the website of Perk (<https://www.perk.com/legal/cardholder-terms/>) . If no objection is raised within 4 weeks, the new General Terms and Conditions of Yokoy Perk Pay Cards shall apply. This is subject to legal changes that must be implemented more quickly.

2.8 The latest version of the applicable General Terms and Conditions of Yokoy Perk Pay Cards is available on our website as above. We will also inform you about possible changes by e-mail that you have provided for such communication. If the Company does not contact us before the new changes come into effect, it is presumed that the Company agrees to them. If the Company does not want to accept the change, it can terminate the contractual relationship on the effective date of the new General Terms and Conditions of Yokoy Perk PayCards. Termination is to be done as prescribed in the General Terms and Conditions of Yokoy Perk PayCards.

14. General

14.1 Nothing in this Agreement will confer on any third party any benefit under, or the right to enforce this Agreement.

14.2 We may assign any of Our rights and obligations under this Agreement to any other person or business, subject to such party continuing the obligations to You herein.

14.3 We may contact You by email using the contact details You provide on the Platform.

15. Complaints

15.1 Should you wish to contact us or complain about any aspect of our service please contact Customer Services of Perk.

15.2 If having received a response from our Customer Services team of Perk you are unhappy with the outcome, or if do not receive a response from Customer Services within timeline for such response provided in the Schedule, you can escalate your complaint to the following Perk's department at perk.pay@perk.com. Yokoy Perk will respond to your escalated complaint within 10 days from receiving the complaint to the above email address, in writing to the email address provided in accordance with the Agreement. Exceptionally, if providing a final response within 10 days from receiving the complaint is not possible due to circumstances out of Perk's control, Perk will provide an interim response within the prescribed deadline, and will set out an extended deadline for providing a final response, which may not be longer than 35 days.

We will make every effort to reach a resolution to your complaint, if we are unable to resolve your issue to your satisfaction we will explain the reasoning behind our decision. In the unlikely event that



we are unable to resolve your issue you have the right to refer your complaint the Croatian National Bank

16. Law, Jurisdiction and Language

- 16.1 This Agreement and any disputes, which arise under it, shall be exclusively governed and construed in accordance with the laws of Croatia and subject to the exclusive jurisdiction of the Croatian courts.
- 16.2 The English language version of this Agreement and of any communications and Platform content will prevail over any other language version which we may issue from time to time.

17. The Card Issuer and the Service Provider of the Perk Smart Lodge Card

- 17.1 Your Perk Smart Lodge Card is issued by Perk Pay pursuant to its licence from the Card Scheme. Perk Pay is available to give You support if You have any queries.