

## **General Terms and Conditions for Issuance and Use of Business Mastercard Revolving Credit Card**

### **1. Card Issuing**

A card may be issued to a legal or physical person with registered business activity and head office in the Republic of Croatia, or to a representative office of a foreign legal person in the Republic of Croatia, which complies with the Bank terms and conditions for the card issue, and which can provide proof that it will reliably and in due time settle all expenses and liabilities made with the card (hereinafter referred to as the card holder). The applicant, who is a legal or physical person with registered business activity or a representative office of a foreign legal person, independently determines the end card holders and their credit limits in the application form. The overall sum of limits of all cards must be lower or equal to the amount of the credit limit of the credit card holder. The Bank delivers the cards and notification on the allowed credit limit amount to the contact person by registered mail, and PINs are delivered, separately from the cards, to end cardholders to their address.

The Bank issues Credit Cards without the signature strip. Credit Cards issued with the signature strip will be valid and in effect until the last day of the month stated on the respective card in keeping with the provisions of these General Terms and Conditions and the credit card holder shall sign them, as any such card, if unsigned, shall be deemed as invalid, and in case of loss, theft or damage resulting from unauthorized use, the card holder will assume full responsibility. The credit card is registered to a name, it is non-transferable and issued for a period of two years. The credit card is valid until the end of the month stated on the credit card. A credit card which has expired may not be used.

The Bank will deactivate the contactless function at the request of the Client to whom such a card was issued after which the card will no longer be applicable for use in contactless payments.

The Client authorises the Card User, to whom the Bank issued the respective card pursuant these General Terms and Conditions, to activate/register the respective card in the Digital Wallet wherein the Bank enables registration of the cards it issues. The card is registered by accepting the General Terms and Conditions of the Digital Wallet Service Provider, whereby a virtual card is generated in the Digital Wallet mobile application, which virtual card can be used at sales venues and/or self-service devices which support the NFC technology in the Republic of Croatia and abroad, in keeping with the above General Terms and Conditions of an individual Digital Wallet Service Provider.

### **2. Credit Card Use**

The end card holder, whose name is imprinted on the credit card, is the only person authorized to use the credit card. The credit card can be used as a non-cash payment instrument at sales outlets for purchase of goods and services, as cashless means of payment to purchase goods and services on the Internet and for cash withdrawals at automatic teller machines and on other cash withdrawal locations in Croatia and abroad, up to the allowed credit limit, or the amount of the contracted card holder's credit limit. Total sum of the credit limits of every single card may not be higher than the credit limit granted to the credit card holder. The Bank will review changes in the allowed credit limit of the credit card holder and end card holder upon a written request from the credit card holder. Cash withdrawals are allowed up to special daily, weekly or monthly limits which the Bank stipulates, and up to the allowed credit limit of a single card, or the credit limit of the respective card holder. When using the credit card on an automatic teller machine, the

end card holder will identify himself by a PIN. The credit card holder and the end card holder accept that the PIN is an exclusive and indisputable confirmation of the executed transaction. When paying for goods or services, and making cash withdrawals, the end card holder will insert PIN or sign the receipt (with certain types of EFT POS devices) in the same manner as he had signed the credit card and shall keep one copy of the receipt for personal evidence. In sales venues that accept the Card without entering the PIN or signature, such as contactless payments, payments of tolls and the like, approval to execute a payment transaction is given by the very use of the card in the manner as requested by the respective sales venue, such as handing the card at the sales venue or swiping it at an EFT POS device. In the case of contactless payments giving approval in this manner is limited only to payment transactions up to the amount of maximum EUR 40.00 in Croatia, or up to a maximum of EUR 50.00 abroad.

Consent for execution of purchases on internet sales venues is given by the end card holder who enters security elements required by an individual sales venue when buying goods and services on the internet, and, if so, required by the respective internet sales venue, also enters a one-time password created on the existing internet banking access tool (of RBA iDIREKT/RBA na dlanu/mBIZ/another tool issued by the Bank). The Client is informed of and consents to the fact that a one-time password can be created also with the tool which the end card holder independently contracted with the Bank in their own name.

### **3. Billing Statement**

Once a month the Bank sends a billing statement to the credit card holder containing: balance of the previous billing statement, executed payments, new expenses made with credit cards in Croatia and abroad, interest rates, fees, total debt/overpayment, the minimum amount to be settled (a portion of the total debt the user is to settle by the maturity date stated on the billing statement), date of the billing statement, date of maturity (date by which the card holder is to settle the minimum amount at the latest). Statements are delivered by mail to the credit card holder (contact person), to the address given by the credit card holder.

If the credit card holder, the end card holder or the contact person does not receive the statement, they can check the debt balance with the Bank by telephone. If the card holder or the end card holder does not receive the billing statement within 30 days from the transaction date, they shall inform the Bank thereof.

### **4. Payment and Calculation of Debt**

The credit card holder undertakes to settle all expenses made with the cards of end card holders. The end card holder is jointly and severally liable as a guarantor for all costs made with the credit card registered to his name, and by signing the application form the end card holder confirms assuming of joint and several liability with the credit card holder. All expenses made with credit cards, including possible expenses exceeding the credit limit of the credit card holder, as well as accompanying fees and interests, are charged in euro. All expenses made with the credit card abroad in currencies which are quoted in RBA currency exchange rate list will be converted into euro according to the Bank's selling rate on the transaction processing date. All expenses made with the credit card abroad in currencies which are not quoted in RBA currency exchange list will first be converted to the equivalent in euro according to the exchange rate applied by Mastercard. Exchange rates applied by Mastercard are published on its official web site. RBA exchange rate list is available on the official web site of the Bank: [www.rha.hr](http://www.rha.hr), and in the Bank's branches.

When withdrawing cash and making payment for goods and services with the Credit Card at ATMs and points of sale abroad, which offer a dynamic currency conversion service (DCC), the end card holder may choose a charge in the currency of the country where the transaction was initiated or in the currency of the Credit Card. When the end card holder chooses a charge in the currency of the Credit Card, the Bank is not liable for the exchange rate and charges applied for the use of this service, which are displayed at the ATM or at the point of sale and which the end card holder has accepted.

When executing a DCC transaction, the point of sale or ATM displays the converted amount of the transaction from foreign currency into the currency of the Credit Card at the exchange rate which is determined by the provider of the DCC service, not the Bank. The point of sale or ATM may offer the end card holder the execution of the transaction as: 1) a DCC transaction or 2) a transaction in foreign currency

without conversion. If the end card holder selects a DCC transaction, the account will be charged for the displayed converted amount in the currency of the Credit Card at the exchange rate of the DCC service provider, and in case the other option (without conversion) is selected, the Bank will convert the transaction amount expressed in foreign currency into the currency of the Credit Card as described above.

The business relationship between the Bank and the Client is not subject to the provisions of Article 3a of paragraph 5 and paragraph 6 of Regulation (EC) No 924/2009, which was amended by Regulation (EU) No 2019/518 as regards certain charges on cross-border payments in the Union and currency conversion charges. In accordance with the aforementioned, Bank shall not send to the Client an electronic message after receiving the payment order as regulated by the above provisions of Regulation (EC) 924/2009, the application of which provisions is excluded by these General Terms and Conditions.

The credit card holder shall define in the application at what time of the month they will settle the credit card debt. The credit card holder shall make the payment by the maturity date given in the statement at the latest. If the maturity date is a non-working day, the card holder is obliged to make the payment on the first working day after the maturity date at the latest.

The credit card holder determines the amount to be settled, however, this amount cannot be lower than the minimum amount given in the billing statement.

In the case of payment of incurred costs by direct debiting of funds on the transaction account, only funds in euros, i.e. the official currency of the Republic of Croatia, are directly debited, while for funds in other currencies the Client has the option to personally issue a payment order.

## **5. Interest Rates**

The interest rate is variable and determined by the Bank's Decision on Interest Rates. The interest rate calculation basis and method are defined by the Interest Rate and Fee calculation Rulebook. If the credit card holder settles the total debt from the billing statement by the maturity date, the Bank will not calculate interests. If the credit card holder settles by the maturity date the minimum amount from the billing statement or an optional amount, which is lower than the total and higher than the minimum amount, the Bank will calculate and charge regular interests in the next billing statement. If the credit card holder fails to settle the minimum outstanding amount by the maturity date or settles any amount after the maturity date, the Bank will calculate and charge default interest on the total overdue payment reduced by the sum of all interests (regular interest + default interest) from the previous period between two succeeding billing statement dates. The Bank does not calculate or pay interests on prepayment, or the amount paid that exceeds the total debt.

## **6. Registration Fee, Membership Fee and Other Fees**

The Bank charges the following fees: a registration fee (on a one-time basis), annual membership fee for the issued cards and fee for cash withdrawals at ATMs and cash withdrawal locations. Type and amount of fees are regulated by the Decision on Bank Service Fees. The Bank shall make no refund of the calculated fees.

## **7. Complaints**

The credit card holder may submit a written complaint to the Bank regarding the credit card transactions within ten days from the billing statement date. Should the credit card holder fail to do so, the Bank will consider that the credit card holder has agreed to the statement and that no complaint has been submitted. A complaint regarding expenses made with the credit card does not relieve the credit card holder from settling the expenses, however, the credit card holder will be entitled to refund if the complaint is justified.

The Credit Card Holder or card user shall notify the Bank of any unauthorized and/or unexecuted, and/or irregularly executed payment transaction with the Credit Card immediately upon learning of any such transaction, and within ten days from learning of any such transaction at the latest, otherwise they shall

lose any rights pertaining to them in the case of an unauthorized and/or irregularly executed payment transaction is executed.

The day of learning of any such transaction as an unauthorized, unexecuted, and/or irregularly executed payment transaction is considered to be the day when the Bank delivered or made available to the Credit Card Holder the Credit Card Statement at the latest, in the manner as agreed, in which Statement such a transaction had to have been recorded. If the Credit Card Statement, which the Credit Card Holder expects to receive in keeping with the agreed notification intervals, fails to be delivered, the Credit Card Holder shall notify the Bank thereof without any delay. The Bank is not responsible for missing the above period or for any other damage that can occur due to failed delivery of the Credit Card Statement, if it has not been notified of the event without any delay.

All notifications or complaints with respect to payment transactions that are unauthorized, not properly initiated, not executed and/or not executed properly or delayed transactions can be sent to the Bank by the Credit Card Holder in any of the following manners:

- by e-mail to the address: [prigovori@rba.hr](mailto:prigovori@rba.hr);
- in person at the RBA Branch;
- through the Internet / Mobile Banking;
- by post to the address: Raiffeisenbank Austria d.d., Complaints, Magazinska cesta 69,10000 Zagreb.

The complaint can be submitted on the form available on the Bank's official website [www.rba.hr](http://www.rba.hr)

The fact that the Client notified the Bank of an unauthorized transaction and/or of a transaction not executed properly, shall not release the Client from the obligation to settle the expenses. If, in the process of resolving a complaint, the Client proves that an unauthorized transaction was executed, the Bank will refund the amount of the unauthorized transaction, plus the accompanying interests and fees.

The Credit Card Holder is obligated to keep their own records of executed payment transactions and expenses made, and for that purpose they retain one copy of the Slip. If within thirty days from the date of a transaction the Credit Card Holder does not receive any information of the expense made by way of the Credit Card Statement, they are obligated to notify the Bank thereof.

If the payment order of an unexecuted or irregularly executed payment transaction was placed on an ATM, and thus requires ATM balance verification in order to determine the merit of the refund request, the Bank will execute such refund after having established that the refund request was justified after conducting the ATM balance verification. If the Client requests an immediate verification, the Bank will respond to such a request and conduct an extraordinary ATM balance verification. If the Bank's extraordinary ATM balance verification finds the refund request was without merit, the Client shall remunerate all expenses incurred by the Bank in the process.

When the Bank, in keeping with the above provisions, executes a refund of a disputed transaction, and during the resolving of the complaint the Client's / Card User's responsibility for the respective transaction in the complaint is established later on, the Client shall settle the respective amount without any delay. and also reimburse the Bank for the expenses incurred for the extraordinary ATM balance verification, or for the resolving of the complaint.

By accepting these General Terms and Conditions, the Client authorises the Bank to debit any of their accounts held with the Bank for the expenses of an extraordinary ATM balance verification and for the transaction amount refunded in the above manner, together with pertaining interests, and possible expenses.

The Bank will not be held responsible for quality of goods and services purchased by the credit card. The Client shall settle complaints regarding the goods and services with the sales outlet.

## 8. Lost or Stolen Credit Card

Immediately after receiving the Credit Card and the accompanying PIN, the Client or Card User shall undertake any and all reasonable measures to protect these, to keep the PIN, as well as other security features of the card (e.g. card number, card expiry date, security code on the back of the card), and to undertake any and all measures to prevent any unauthorized third persons from acquiring the Credit Card and/or the PIN, or any other card features and/or data from the card.

The Client or Card User shall keep the Credit Card and the PIN secrecy as well as other card security features with utmost care from unauthorized access, theft or improper use, and they are especially obligated to:

- sign the Credit Card bearing a signature strip;
- treat the card with equal care as cash and not leave it unattended,
- never give the card for use to another person;
- always keep the card in a safe place, protected from mechanical damage and magnetic fields (mobile phones, remote controls, loudspeakers);
- memorise the PIN and destroy the PIN notification, not write down the PIN anywhere, and especially on the card, with the card, in the mobile phone, etc.;
- keep the secrecy of the PIN, and never under any circumstances communicate the PIN to other persons, which includes also family members, the Bank, its employees, the police, judicial authorities;
- use the card in such a way so that other persons cannot learn the PIN or other pertaining security features, including, among other, also covering the keyboard of ATM, EFTPOS or any other self-service device when entering the PIN or other security features;
- not allow the card to leave your sight, ensure that all actions with the card in a retail venue are executed in the user's presence and under their supervision, ensure that the retail venue employee, if the card must be handed over to them, manipulates the card only in front of the user;
- provide the card security features only when using the card in sales venues on the Internet when this is the agreed manner of authorization in keeping with these General Terms and Conditions;
- before providing the card security features on web shops, verify the authenticity and security features of the internet sites of the web shop where the card is to be used;
- avoid using the card and the card security features in unverified internet sites and through publicly accessible computers;
- perform internet transactions only on computers or other devices that have the adequate protection against viruses and other harmful programs;
- not communicate any of your personal data, and especially not the identity card number, personal identification number (OIB), passport number, etc. or information of the card (card number, validity date, other security features, such as one-time password, security code, control number, etc.) and data about Online Banking access devices used for authentication (e.g. of RBA iDIREKT/RBA na dlanu/mBIZ/or other device issued by the Bank) on unverified web browsers, in telephone calls with unknown or unverified persons, or in replies to unverified e-mail messages;
- not respond to e-mails or telephone calls requesting Personal or Card or Authentication information from the Credit Card Holder and not download suspicious documents from the web;
- keep secret and prevent other persons, including family members, access to passwords, codes or other contracted registration actions or access actions for executing transactions in internet services (e.g. Google/Apple Store, iTunes, Amazon, etc.), which refers also to safe-keeping or preventing access of other persons to the devices (computer, mobile phone, tablet, etc.) on which the said data are stored;
- at the sales venue request identify yourself in the sales venue by way of a valid identification document.

The Bank warrants that the PIN is not contained anywhere in its documentation.

The Client or Card User shall report the loss, theft or misuse of the Credit Card without any delay to the Bank and request Credit Card blockade by dialling the telephone number 072 92 92 92, and they shall confirm the telephone notification of loss or theft or misuse in writing immediately as well.

The Client explicitly confirms that they are familiar with and agree to the fact that the Bank can record any and all telephone conversations, and especially those conducted to the effect of Credit Card blockade, and that, in case of any potential dispute between the Client and the Bank, any and all such conversations recorded can be used as evidence. The Client or Card User shall report the loss or theft of the Credit Card, if also an identification document was lost or stolen together with it, without any delay to the Police Department (MUP) and deliver a certificate of that to the Bank.

The Client or Card User shall be held responsible for all unauthorized payment transactions that were performed with a lost or stolen or misused Credit Card before the loss or theft or misuse of a Credit Card were reported to the Bank.

The Client or Card User shall keep the Credit card with due care and the Bank is not responsible for any unauthorized payment transactions that were performed because of the Client's and/or the Card User's negligence. Gross negligence will be deemed especially, but not exclusively, any and every violation of the above obligations concerning the use and/or safe-keeping the card, PIN, security features and other information, because of which actions: the PIN was noted down, the Credit Card and the noted down PIN were kept together, unsigned Credit Card, Credit Card left in a parked vehicle, or any other place accessible to third persons, allowing the Credit Card to leave your sight at a sales venue, and similar actions of the Client or Card User, which actions allow misuse of the Credit Card, or its unauthorized use.

The Client or Card User shall not be responsible for the transactions from the previous paragraph if a transaction was executed after they had notified the Bank of loss, theft or misuse in keeping with the provisions of these General Terms and Conditions, and if the Bank failed to provide the around-the-clock availability of the above telephone for reporting loss or theft or a payment instrument, except if the Client or Card User acted fraudulently.

If the Client or Card User finds the Credit Card after reporting it lost or stolen, they shall not use it but notify the Bank of that and return the Credit Card cut in half to the Bank immediately. Expenses made with any such found but invalid Credit Card shall be settled by the Credit Card Holder. After receiving the written notification on loss or theft of the Credit Card, the Bank shall issue a Replacement Card to the Client. The cost of issuing the Replacement Card, as defined under the Bank Decision on Service Fees, shall be paid by the Client.

The Bank is authorized to block a Credit Card in the following cases:

- when suspecting that the safety of the Credit Card is at risk;
- when suspecting that the Credit Card is used unauthorized or with intent of fraud;
- if it finds or suspects possible violation of the provisions of regulations governing the prevention of money laundering and terrorist financing, and if the Credit Card Holder does not submit the required data and documentation in accordance with applicable regulations on prevention of money laundering and terrorist financing and / or general acts of the Bank adopted on the basis of these regulations, which are necessary for the establishment and / or continuation of a business relationship;
- when the Bank has overdue outstanding receivables from the Client in any risk placement with the Bank;
- at the Client's request.

The Bank will notify the Client in writing to their last registered address, and/or by telephone or by an SMS message, if at all possible, before the blockade, and otherwise immediately after the Credit Card blockade, of the intention and the reasons for blocking the Credit Card, save if it is blocking the Credit Card at the Credit Card Holder's request.

The Bank shall not be obligated to notify the Client if any such notification would be contrary to the objectively justified security reasons, or contrary to the law.

## **9. Credit Card Renewal**

The credit card is automatically renewed for a period of two years if the credit card holder does not submit a written request for the cancellation of the credit card two months prior to its expiry date. The new card is issued if the credit card holder meets his obligations towards the Bank on a regular basis, and if, during the

credit card use or renewal process, he submits the required documents, based on which the Bank shall evaluate that the credit card holder's financial standing has not deteriorated. The credit card holder shall, at the Bank's request and during the credit card use or renewal process, submit to the Bank additional security instruments, and possibly other evidence as regards meeting the terms and conditions for further use of the card. The renewed credit card shall be issued to the credit card holder in the month the existing credit card expires. The credit card holder shall destroy and dispose of the old credit card.

## **10. Statements, Guarantees and Obligations of the Credit Card Holder**

The credit card holder is a legal or physical person with registered business in the Republic of Croatia, or a representative office of a foreign legal person in the Republic of Croatia. The credit card holder is validly founded and registered with the competent registration authority. No bankruptcy, restructure, liquidation, or other proceedings have been initiated or are underway against the card holder. No proceedings have been initiated or are underway against the card holder to annul the registration of any important circumstances regarding their legal status. Financial reports, data on assets and liabilities of the credit card holder and related companies, as well as other data that have been or shall be presented to the Bank upon request, are complete, accurate and true. The credit card holder will not make decisions or initiate any proceedings, or cease to exist as a legal person. The credit card holder will not cease to perform his registered activity. In case of a joint small business, each co-owner of the respective business shall be jointly and severally liable to the Bank for all the liabilities from the Loan Agreement, in terms of the provisions of Articles 43 to 53 of the Obligations Act, with all their private assets and assets registered in the joint small business.

## **11. Security Instruments**

For the purpose of securing all costs made by using the Business Mastercard revolving credit card, the credit card holder shall deliver to the Bank:

- 2 (two) blank draft promissory notes containing legal/physical person with registered business activity, name and headquarters of the credit card holder as drawer and acceptor, signature of the person authorized for representing and stamp of the credit card holder, with "no protest" clause, contractual authority and promissory note statement signed by the person authorized for representing;
- 1(one) debenture of the credit card holder up to twice the amount of the approved credit limit, signed by the person authorized for representing, or a physical person who performs a registered activity (craftsman, holder of family run farm, etc.), notarized by notary public, in form and substance acceptable to the Bank, in keeping with the provisions of the Foreclosure Act. In case of joint crafts, one co-owner of the joint crafts will sign debenture as debtor, and the other co-owner/s of the joint crafts as paying guarantor;
- 1 (one) debenture of Solidary Guarantor (owner of company/member/s of family run farm, etc.) up to twice the amount of the approved credit limit, notarized by notary public, in form and substance acceptable to the Bank, in keeping with the provisions of the Foreclosure Act, so that the Solidary Guarantor will sign the debenture of the credit card holder as paying guarantor;
- Guarantee issued by Solidary Guarantor (owner of company/member/s of family run farms, etc.), by which the Solidary Guarantor guarantees for all the liabilities of the credit card holder, and which is by its form and substance acceptable to the Bank;
- Statement of property.

If the cardholder and the Bank have entered into an Agreement on Security of Credit Line Debt (hereinafter the Agreement), the Agreement shall also apply to the security of any amounts owed to the Bank on Business Mastercard revolving credit card, unless otherwise stipulated in the Agreement.

In case the Agreement applies to the security of any amounts owed on the Business Mastercard revolving credit card, and provided that all of the above security instruments have been made available to the Bank, the Cardholder or the applicant are not required to deliver the above mentioned security instruments to the Bank again, unless the Bank requests otherwise.

If new payment security instruments are stipulated on the basis of the Bank's provisions or decision, the credit card holder is obligated to provide i.e. to place at the Bank's disposal other security instruments as

well, immediately upon a written request of the Bank. The Bank may request the credit card holder to provide other payment security instruments subsequently, until debt made by using Business Mastercard revolving credit card is finally settled.

A condition for issuing the Business Mastercard revolving credit card is a submission of the above listed payment security instruments of the applicant.

## **12. Authorization of the Bank**

Security instruments which the Bank received from the credit card holder shall be used by the Bank for the collection of due and outstanding amounts payable by the credit card holder based on any legal grounds, regardless of the time such claims occurred, except to the extent that this is prevented by compulsory provisions of applicable regulations. The credit card holder agrees that any amounts collected by the Bank by exerting any security instrument can be used by the Bank for settlement of any of its claims which shall be due and outstanding at the time of exerting the security instrument, the order in which claims are to be settled shall be determined by the Bank.

## **13. Management of Data**

**13.1.** The Bank shall protect as a bank secret any data, facts and circumstances that the Bank has learned regarding the issuance and use of the Credit Card.

**13.2.** All signatories of the Application Form shall be obliged to keep as confidential any data contained in the Application Form and to treat the Application Form as a Contract and all other documentation, taking care not to communicate or make them available to third parties.

**13.3.** The Bank shall be authorised to collect the data it learns in the course of providing services to Credit Card Holders, process and use such data in its business records, and undertakes to handle such data in accordance with its legal obligations of protecting data confidentiality.

**13.4.** The Bank shall disclose information that constitutes a bank secret only if permitted and/or required by the applicable mandatory regulations, only to persons, state and public bodies or institutions which not subject to the bank secrecy obligations, in a manner determined by the provisions of those regulations in accordance with the provisions of the Credit Institutions Act.

**13.5.** The Bank may communicate or make available to third parties information representing a bank secret with the prior written consent of the Credit Card Holder, and this shall apply only to the persons and to data, facts and circumstances to which the written consent relates.

**13.6.** The Credit Card Holder and the Co-Debtor, if relevant, each personally for themselves, give their explicit consent to the Bank to transfer the information on the Application Form as the Contract, on the Credit Card Holder, Co-debtor and the related persons as well as the documentation, to the central database of the Raiffeisen Group in Croatia and abroad, and agree that all members of the Raiffeisen Group may have access to and use such information and documentation, and the Bank undertakes to maintain the confidentiality of such information and documentation.

**13.7.** The credit card user and the Co-debtor, if he has one, each for himself, agree that the Bank may forward the data/documentation to other third parties for the purpose of realizing the rights and obligations under the Contract, its supplements, supporting documents, as well as to forward the data to legal entities established for the purpose of collecting and providing information on the total amount, types and orderliness of the performance of the obligations of clients with whom the Bank cooperates.

**13.8.** The Bank shall require all persons to whom it has communicated confidential information in accordance with the above provisions to comply with the applicable legal obligations of bank secrecy and personal data protection, and to refrain from disclosing such information to third parties, except in cases where required by law.

**13.9.** Personal data of all signatories of the Application Form as a Contract who are private individuals (hereinafter: Data Subjects) are collected and processed by the Bank in accordance with the applicable regulations governing the protection of personal data. Information on the rights and obligations of the Bank, relating to the collection and processing of personal data, the purposes and legal basis of processing, and information on the rights and obligations of the Data Subject, on the security and protection measures of personal data being processed, as well as any other information that the Bank as the controller is obliged to provide to data subjects, can be found in the "Personal Data Handling Rules of Raiffeisenbank Austria d.d." (hereinafter: Rules), which are available on the Bank's official website, [www.rba.hr](http://www.rba.hr), and in the Bank's



branches. By accepting the General Terms and Conditions and signing the contract, Data Subjects confirm that they have received all such information from the Bank through the Rules.

**13.10.** The Bank may terminate with immediate effect the Contract based on the Application Form also in the event that the Client fails to provide the requested data and documentation which are necessary for identifying the beneficial owners of the Credit Card Holder in accordance with the Anti-Money Laundering and Counter-Terrorist Financing Act and determining the tax residency status, and to provide statements, consents and other forms necessary for the implementation of CRS and FATCA regulations.

## **14. Credit Card Cancellation**

A credit card holder may at any given time cancel the credit card by submitting a written notice and returning the credit card to the Bank. The credit card holder may not, under any circumstances, cancel a credit card without returning it to the Bank. The Bank may cancel the credit card, if the credit card holder violates the accepted terms and conditions, especially in the following cases:

- if the minimum amounts of two consecutive billing statements have not been duly settled, upon which the total outstanding amount shall become due and payable immediately; if the credit card holder, or the end card holders, exceed the approved credit limit, unless the Bank has consented to this;
- if the credit card holder fails to fulfil or delays in fulfilment of any financial or non-financial contractual obligation under any existing or future placement of the Bank that the credit card holder uses or will use, as well as the contractual obligations in respect of security instruments for any Bank placement that the credit card holder uses or will use;
- if any other circumstances occur or threaten to occur which in the opinion of the Bank gives reasonable grounds to believe that they may adversely affect the credit card holder's ability to duly settle its obligations;
- according to the Bank's assessment, without specifying the reasons and without any prior notice.

Upon cancellation of the credit card, all amounts which the credit card holder owes or shall owe to the Bank become due and payable immediately, including the approved credit limit, interests, expenses and other fees, and the Bank retains the right to activate the security instruments. At the Bank's request, the credit card holder shall immediately return the credit card(s) cut in two to the Bank. In case of cancellation initiated by the Bank, all additional credit cards of end card holders shall cease to be valid. A credit card that has been cancelled for any reason whatsoever should not be used, and all expenses made by such card shall be settled in whole by the credit card holder.

## **15. Cancellation of Use of Unused Portion**

For justified reasons the Bank can cancel the right to use the unused portion of the card holder's Limit and, of which it will notify the card holder in writing. Justified reasons shall be deemed especially as follows:

- existing justified suspicion of unauthorised Credit Card use or fraud in connection to the Credit Card;
- the card holder's failure to adhere to the regulations applicable to this or any other business relationship between the card holder and the Bank;
- the card holder's business activity damaging the Bank's reputation;
- the card holder's activity contrary to the coercive regulations of the RH and social morality;
- if it finds or suspects possible violation of the provisions of regulations governing the prevention of money laundering and terrorist financing, and if the Client or Card User does not submit the required data and documentation in accordance with applicable regulations on prevention of money laundering and terrorist financing and / or general acts of the Bank adopted on the basis of these regulations, which are necessary for the establishment and / or continuation of a business relationship;
- if any other circumstance arises that justifies the Bank's termination in keeping with the General Terms and Conditions.

## **16. Activating Security Instruments**

In case of credit card cancellation or non-payment of the minimum outstanding amount, the Bank will activate payment security instruments, including the set-off of the credit card holder's funds in all accounts held with the Bank, without any special consent of the credit card holder. The credit card holder authorizes the Bank to convert any FX inflow realised through the Bank into euro without directing them to the credit user's account, without any further consent and without any prior notice of the set-off, for the purpose of settling the total credit card.

## **17. Correspondence Address**

When filling out the application form, the applicant shall state a correspondence address (the address where the card, PIN, billing statements, etc. will be delivered). The credit card holder shall notify the Bank of address change in writing. Otherwise, all communication sent to the credit card holder's address last known to the Bank will be considered received.

## **18. Acceptance of Terms and Conditions and Jurisdiction**

The General Terms and Conditions for Issuance and Use of the Business Mastercard Revolving Credit card are considered a contract made for an indefinite period and are binding to both contractual parties. By signing the application form, the credit card holder and end card holders shall formally accept the General Terms and Conditions for Issuance and Use of the Business Mastercard Revolving Credit card, and upon issuing of the credit card, the credit card holder shall become a contractual party and declares to be informed of the Decision on Bank Interest Rates and the Decision on Bank Service Fees, as well as other general terms and conditions regulating the Bank's business. The Bank retains the right to amend The General Terms and Conditions for Issuance and Use of the Business Mastercard Revolving Credit Card, the Decision on Bank Interest Rates and the Decision on Bank Service Fees, of which it will notify its clients on time. Should the credit card holder refuse to accept the amendments, the credit card holder shall cut in two and return the credit card to the Bank immediately. The credit card holder shall authorize the Bank to forward all his information and documents to the Raiffeisen Group's central database in the country and abroad, and shall agree that all members of the Raiffeisen Group may have access to these information and use them. All disputes shall be solved by the materially and locally competent court for the Bank.

## **19. Entry into force**

These General Terms and Conditions shall become effective as of 16 June, 2023. By coming into force of these General Terms and Conditions, the General terms and Conditions for issuance and usage of Business Mastercard revolving credit card which were valid until then shall be put out of force. These General Terms and Conditions shall apply as of 16 June, 2023 also to all Mastercard revolving credit cards issued until 09 January 2018.

## **Information, Reporting Credit Card Loss or Theft**

For all information regarding the credit card transactions, and the possible loss or theft of a credit card, please call RBAINFO at +385-(0)72 92 92 92 (24 hours a day).