

# GENERAL TERMS AND CONDITIONS FOR ISSUANCE AND USE OF THE PERSONAL MASTERCARD CREDIT CARD AND/OR VISA CREDIT CARD

(implementation date 16<sup>th</sup> May 2019)

## IMPLEMENTATION SCOPE

The General Terms and Conditions regulate the issuance and the use of the international Personal Mastercard credit card and/or Visa credit card (hereinafter: Credit Card) that allows the Card Holder to pay for goods and services as well as to withdraw cash in Croatia and abroad.

These General Terms and Conditions are a constituent part of the Agreement on Revolving Loan or the Spending Limit Agreement for the Personal Mastercard credit card and/or Visa credit card, and together with the documents: Application for the RBA Mastercard and Visa credit cards or Application for the Personal Credit Card, and Card Banking Fees for Private Individuals as supplied together with these General Terms and Conditions, constitute the Frame Agreement.

## DEFINITIONS OF TERMS

Particular terms used in these General Terms and Conditions have the following respective meanings:

### **Bank**

Raiffeisenbank Austria d.d., Magazinska cesta 69, 10000 Zagreb, Hrvatska

INFO telephone: 072 62 62 62, INFO e-mail: [info@rba.hr](mailto:info@rba.hr), INFO web: [www.rba.hr](http://www.rba.hr)

The Bank is entered in the Court Registry with the Zagreb Commercial Court under the registry entry number MBS: 080002366, PIN: 53056966535. All the Bank branches and retail outlets are listed on the official web site of the Bank [www.rba.hr](http://www.rba.hr)

The Bank is entered in the list of banks published on the web site of the Croatian National Bank, whose business licence it has obtained and who is the competent supervisory body for the Bank business activities.

### **Credit Card Issuance**

The Bank issues the payment card to a consumer who may and need not hold a payment account with the Bank. The Loan Agreement made by and between the Bank and the consumer defines whether the consumer will be charged interests for the lendable amount. If the consumer holds a payment account with the Bank, payment of liabilities from the credit card can be executed through the respective account (e.g. by direct debit) and the credit card can be offered as a part of a package together with other services in connection to the payment account.

### **Credit Card**

The international Personal Mastercard credit card and/or Visa credit card issued by the Bank, which allows the Card Holder to pay for goods and services and withdraw cash in Croatia and abroad, as well as to settle any domestic and foreign expenses in entirety or in the form of arbitrary monthly instalments but with mandatory settlement of the Minimum Amount.

### **Original Credit Card**

The card issued by the Bank for use to the primary Credit Card Holder, a work-capable private individual, resident and/or non-resident of the Republic of Croatia who meets the Bank's terms and conditions for issuance of the Credit Card.

### **Additional Credit Card**

The card issued for use to an additional Credit Card Holder at the request of the primary Credit Card Holder.

**Consumer**

A private individual acting outside of the area of their business activity or free profession.

**Credit Card Holder**

A Consumer who accepted the „General Terms and Conditions for Issuance and Use of the Personal Mastercard and/or Visa credit card“ and who signed the "Agreement on Revolving Loan for the Personal Mastercard and/or Visa Credit Card" or the "Spending Limit Agreement for the Personal Mastercard and/or Visa Credit Card ", or the Application for the Personal Credit Card, to whom the Bank issued the Credit Card, who uses the Credit Card to pay for goods and services and withdraw cash in Croatia and abroad, and whose name is embossed on the Credit Card.

**Spending Limit**

The amount of the revolving loan granted to the primary Credit Card Holder, which is used by way of the card, and the amount of which as well as any other terms and conditions for use and repayment are set under the Agreement on Revolving Loan for the Personal Mastercard and/or Visa Credit Card or the Spending Limit Agreement for the Personal Mastercard and/or Visa Credit Card (hereinafter: Agreement), and for the Spending Limits approved by 01/01/2011 under item 4 of these General Terms and Conditions.

**PIN**

The abbreviation for Personal Identification Number – the secret personal identification number known only and solely to the Credit Card Holder who uses it to authorize payment transactions.

**EFT POS Device**

The abbreviation for Electronic Funds Transfer Point of Sale – the terminal at the Sales Venue intended for executing cashless payment transactions for paying goods and/or services, or withdrawing cash, which transactions are executed electronically, and which, depending on the system, can require authorization with the PIN, signature, swiping of the card or any other payment instrument to the device featuring the functionality that allows this.

**Contactless Payment**

The payment transaction authorized by swiping the card against the POS/EFTPOS device. Depending on the amount of a payment transaction, as well as on the functionalities of the POS/EFTPOS device, authorization can be executed by merely swiping the card against the device, or by swiping the card against the device and signing the payment slip or entering the PIN.

**Automatic Teller Machine**

A self-service machine for cash withdrawals.

**Slip**

The receipt that the Credit Card Holder receives on every occasion of buying goods and services, and on every occasion of withdrawing cash.

**Credit Card Statement**

A written information to the Credit Card Holder on the amount of the granted Spending Limit, expenses made using the Original and Additional Credit Cards, interests, fees, executed payment, total debt, Minimum Amount due, Credit Card Statement date and debt maturity date.

**Sales Venue**

A merchant willing to accept the Mastercard and the Visa Credit Card as a cashless payment instrument for paying goods and services.

**Minimum Amount**

The percentage of the total debt in the Credit Card determined under the Revolving Loan, or item 4 of these General Terms and Conditions, and which the Credit Card Holder shall pay until the maturity date given on the Credit Card Statement.

### **Replacement Card**

A Credit Card issued to the Credit Card Holder as replacement for the lost, stolen, damaged card, or in the case of their changing the name and/or surname.

### **ZPP – Payment System Act**

The Payment System Act (Zakon o platnom prometu) with any and all changes and amendments made thereto.

## **1. CREDIT CARD ISSUANCE**

The Credit Card is issued to a private individual – Consumer who submitted their Application for the Personal Credit Card (hereinafter: Application), who fulfils the Bank's conditions for the Credit Card issuance, and who had entered into the Agreement with the Bank and delivered the agreed security instruments.

The Applicant allows the Bank to verify any and all data given in the Application, as well as to collect any additional data that the Bank finds necessary to make the decision on the Credit Card issuance. The Bank is not obligated to justify the Decision on Rejecting Card Issuance to the Applicant.

The Credit Card is issued to the name, it is not transferrable and it is issued with a validity period of three years. The Credit Card is valid until the end of the month embossed on the Credit Card. The Credit Card of expired validity shall not be used.

The Bank delivers the PIN and the Credit Card separately, several days apart, to the address that the Credit Card Holder stated as their correspondence address. The Credit Card is delivered by registered mail.

Upon receiving the Credit Card, the Credit Card Holder shall sign it. An unsigned Credit Card is invalid, and the Credit Card Holder assumes full responsibility for the damages made due to an unauthorized person using the Credit Card in the case the unsigned Credit Card is lost or stolen.

At the Holder's request the Bank shall deactivate the contactless function to the Holder who was issued a Card with the function of contactless payment, after which the Card will no longer be fit for use in contactless payments.

## **2. CREDIT CARD RENEWAL**

The Credit Card is renewed automatically, without any special request from the Credit Card Holder, for the period of three years, if the Credit Card Holder fulfils their obligations regularly and does not cancel the Credit Card one month before the expiry of the validity date of the current Credit Card.

The renewed Credit Card is issued to the Credit Card Holder in the month of the current Credit Card expiry. The expired Credit Card shall be destroyed and disposed of by the Credit Card Holder. The Credit Card Holder is responsible for any and all potential expenses made with the expired Credit Cards.

## **3. ADDITIONAL CREDIT CARD**

The Holder of the Mastercard, Visa Classic and Visa Gold Credit Card can request issuance of at most two Additional Credit Cards, and the Holder of the Original Visa Platinum Credit Card can request issuance of at most three Additional Credit Cards, to the person/s they appoint. For an individual Additional Credit Card, the Holder of the Original Credit Card can limit spending to a set monthly amount. The User of the Additional Credit Card is authorised to use the card in keeping with these General Terms and Conditions. The Holder of the Original Credit Card is responsible for any and all expenses made with the Original and Additional Credit Cards. The Holder of the Original Credit Card can deny the right of use of an Additional Credit Card, of which they shall inform the User of the respective Additional Credit Card, as also the Bank in writing, and they shall return the Additional Credit Card cut in half to the Bank.

## 4. SPENDING LIMIT

The Spending Limit is granted in the kuna, for the period of one calendar year, from January 1 until December 31, and it is renewed for the same period automatically, if the Credit Card Holder settles their liabilities regularly. As regards the Credit Card Holder who entered into the Agreement at some point during the calendar year, i.e. accepted these General Terms and Conditions, the first Spending Limit is approved for the period from entering into the Agreement, i.e. accepting these General Terms and Conditions, until December 31 of the respective year, and after that it is renewed for the period of one calendar year successively, as above.

Card use decreases the available Spending Limit for all expenses made with the card used in accordance with these General Terms and Conditions, and payment of the spent Limit amount restores the available balance up to the amount of the granted Spending Limit.

The primary Holder shall keep track of use of the Original and Additional Credit Cards so as not to exceed the granted Spending Limit. If the granted Spending Limit is exceeded, the Limit overrun amount is due for payment in entirety with the first following Statement.

The Bank can grant a change to the Spending Limit pursuant to a written request of the primary Holder, of which it informs them in writing.

The Holder accepts and agrees that the Bank has the right to change the Spending Limit subsequently and without any request or consent from them, if the circumstances affecting the Spending Limit amount decision change, such as the ability of the Credit Card Holder to settle their liabilities regularly, the business regularity of the Credit Card Holder, etc.

The regular interest rate on the Spending Limit is fixed during the period of a single Spending Limit validity period.

The fixed interest rate is determined under the Decision on Interest Rates of the Bank.

The valid interest rates are available to the Credit Card Holder at the Bank's branches and on the official internet site of the Bank [www.rba.hr](http://www.rba.hr).

The Bank will notify the Credit Card Holder of the fixed interest rate in the next Spending Limit validity period in the Credit Card Statement.

Interests are calculated using the proportional method.

Default interests: in the amount of the legal default interest, variable in keeping with regulations, and calculated on all overdue and outstanding amounts, which the Holder owes on the basis of card use, save in the cases when this is forbidden as under coercive regulations.

The Holder selects the amount of the used Spending Limit they will pay, however, this shall not be less than the Minimum Amount given in the Credit Card Statement, sent to the Holder by the Bank once a month.

The Minimum Amount that the Holder is obligated to pay for the Credit Card represents 3% of the total card debt amount, that consists of: the debt amount remaining from the previous period reduced for payments made and increased for the sum of all debit transactions from the current period, which include also instalment amounts in the case of instalment purchase, and the sums of all fees from the current period. The obtained amount is increased for: a) 100% the sum of all interests (regular interest and default interest); b) the unsettled Minimum Amount from the previous period, and c) total Spending Limit overrun amount. The Minimum Amount can be at least HRK 150 (if total debt is less than HRK 150, the minimum amount due is equal to the total debt).

The Holder shall make the payment by the maturity date given on the Credit Card Statement at the latest by executing the payment to the Bank's account or/and by contracting a direct debit for their current or FCY account<sup>1</sup> with the Bank (as stated by the Holder in the Application). If the maturity date is not a working day, the Holder shall make the payment on the last working day before the maturity date at the latest.

Cash withdrawal is allowed within the scope of the limit prescribed by the Bank.

The regular interest rate is calculated for every individual loan amount used by way of the credit card, from the respective transaction date until the date of forming the first following Statement. From the date of forming the Statement until the payment date the regular interest rate is calculated for total debt amount as on the Statement, reduced for the unpaid interests from the previous period, and if the Holder paid any amount after the forming of the Statement, from the respective payment date the interest is calculated for the remaining outstanding debt amount.

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<sup>1</sup>In the case of payments for expenses made through direct debit from an FCY account, the debt amount from the Credit Card Statement will be converted into foreign currency at the Bank's buy exchange rate as on the date of debt maturity.

If the Holder pays an amount lower than the Minimum Amount on the Statement, the paid amount will be used to settle the interests first (regular interest+default interest), and the remaining paid amount will be used to settle the remaining total principal debt.

The Holder can, at any time, make an early payment of the debt on the Statement, without any fees charged.

If the Holder pays the total debt amount on the Statement by the maturity date, the Bank does not charge any regular interest.

The Bank does not calculate and it does not pay any interest for an early paid amount or for surplus payment with regard to the total debt.

The amount of the calculated interest is shown in the Statement.

For justified reasons the Bank can terminate a Card Holder's right to use an unused portion of the Spending Limit.

Justified reasons shall be deemed the following especially:

- existing justified suspicion of unauthorised use of the credit card and/or loan;
- existing justified suspicion of card- and/or loan-related fraud;
- if other circumstances have occurred or threaten to occur, for which the Bank can assume reasonably that these may have an adverse impact on the Holder's ability to fulfil their obligations regularly;
- if the Holder does not execute or defaults in executing payment for any liabilities in whatever business relationship with the Bank;
- if two successive monthly Minimum Amounts given in the Credit Card Statement were not settled regularly;
- if the Holder spends more than the Spending Limit, except if provided with the Bank's consent;
- in the case of the Holder violating any contractual undertaking;
- if the Holder fails to adhere to regulations applicable to this or any other business relationship between the Holder and the Bank;
- if the Holder, by their business activities, ruins the Bank's reputation;
- if the Holder acts contrary to the coercive regulations of the RH and social morals.

The Bank will notify the Holder of terminating the rights from the above item and the reasons for their termination in writing or in any other agreed manner, when possible, before the termination itself, and immediately after the termination at the latest, when notification thereof is contrary to special regulations.

The Bank is authorized to revoke, in part of in entirety, the unused portion of the Spending Limit unconditionally and without any previous announcement.

The Bank is authorized to collect the overdue and outstanding liabilities through the received security instruments, in which it is authorized to select the security instrument and the collection order by itself, as well as through set-off of receivables against the Holder's receivables that they have towards the Bank in any kuna or FCY account held with the Bank, without any special collection notice.

## **5. USING THE CREDIT CARD AND THE GRANTED SPENDING LIMIT**

The Credit Card Holder is allowed spending up to the amount of the granted Spending Limit at most as agreed under the Agreement, or in keeping with Art. 4 of these General Terms and Conditions. The Credit Card Holder can start using the granted Spending Limit when they receive the Credit Card and the accompanying PIN.

The Credit Card Holder whose name is embossed on the Credit Card is the only person who is allowed to use the Credit Card.

The Credit Card can be used:

- as an instrument for cashless payment in Sales Venues when buying goods and services, and for cash withdrawal on ATMs and disbursement facilities in Croatia and abroad;
- as an instrument for cashless payment when buying goods and services by splitting payment into instalments;
- as an instrument for cashless payment when buying goods and services on the Internet.

## **6. CONSENT FOR PAYMENT TRANSACTION EXECUTION**

The consent for the execution of a payment transaction by using the Credit Card, is given by the Credit Card Holder before the payment transaction is executed, in one of the following manners:

- by confirming/entering the PIN on an ATM or an EFT POS tool;
- by signing the Slip in the case of particular EFT POS tool types;
- in sales venues that accept the Card without the PIN being entered or without the signature, such as contactless payment, toll payments and the like, the consent for a payment transaction execution is given by the very use of the Card in the manner as required by the respective sales venue, such as e.g. handing the card to the sales venue or swiping the card against the EFT POS tool. In the case of contactless payment, giving the consent in this manner is restricted only to payment transactions up to the amount of HRK 100.00 in Croatia, or up to the maximum of EUR 50.00 abroad;
- entering security elements required by the respective sales venue when buying goods and services on the Internet, and if the respective Internet sales venue requires also additional entry of a one-time password created on the existing device for access to *on-line* banking (RBAiDIREKT/RBA na dlanu).

The payment transaction for which the Credit Card Holder gave their consent in one of the above manners is deemed an authorized payment transaction.

After a payment transaction is authorized, the Credit Card Holder cannot revoke it.

The Bank has the authority to reject the execution of a payment order initiated by the Card in the case where the Card is used contrary to these General Terms and Conditions, such as e.g. overrun of the granted spending limit. The Card User shall be notified of the rejected payment order execution immediately, and the information on the underlying reasons for rejection and on the procedure to amend the errors that caused the rejection will be available to them at the Bank's Branches or by calling 072626262.

## **7. PURCHASE IN INSTALLMENTS**

The Card can be used to buy goods and services in instalments within the granted Spending Limit, when the Card Holder requests such splitting of the purchase amount and the Bank allows it.

In that case the amount of the executed payment transaction is paid by the Card Holder to the Bank in equal monthly instalments, at zero interests. The number of instalments is from two to twelve and on some sales venues it can be to twenty-four. The Bank declares the monthly instalments in the regular monthly Statements, and the Card Holder pays them in keeping with the provisions of item 4 of these General Terms and Conditions.

The subject of an instalment purchase cannot be transactions of less than HRK 300.00, or EUR 40 for transactions made abroad, and transactions of cash withdrawal at ATMs, regardless of the amount.

The Card Holder can request instalment purchase:

1. before executing a transaction, when buying at sales venues with whom the Bank had contracted the agreement on the option of payment in instalments, when the Card Holder agrees also the wished number of instalments, or
2. after executing a transaction, by way of the instalment payment request for the expense made, which request is placed with the Bank through the RBA iDIREKT service, the application RBA na dlanu or by a telephone call to the Call Centre of the Bank, in which request the Card Holder selects also the number of instalments.

The Card Holder who placed the request by a telephone call to the Bank Call Centre will be identified by the Bank, and to that effect the Card Holder shall provide any and all required information. If the Bank is unable to identify the Card Holder, it is authorised to reject the instalment payment request. The Card Holder is aware of and agrees that the Bank records telephone calls of the Call Centre, and that in the case of any dispute between the Credit Card Holder and the Bank, any such recorded calls can be used as evidence.

The Card Holder's placing of the request from item 2 herein is subject to a one-off fee in the amount as defined under the Decision on Service Fees of the Bank.

The instalment payment request from item 2 herein can be placed by the Card Holder for the transactions made in the current period, as well as for the transactions made in the calculation period previous to the current period, for which transactions a Statement has been created already. The Card Holder making payment in instalments for any expense made can desist from such manner of payment at any time, in which case the remaining outstanding amount of the expense made will be declared on the first following Statement.

## 8. THE ZLATNA RBICA LOYALTY PROGRAM

The Zlatna Rbica loyalty program is a program of awarding and stimulating use of credit and debit cards of Raiffeisenbank Austria d.d. and of regular payment of invoices/statements, in the manner that users collect and use the points.

The Zlatna Rbica loyalty program does not have the capacity of game or fun. The outcome of awarding is certain and every Zlatna Rbica loyalty program participant who meets the relevant terms and conditions gains the right to an award.

Contracting and activating the Original Credit Card automatically includes the Credit Card Holder into the Zlatna Rbica loyalty program, without any special Program membership application being required, except if they explicitly refuse to do so.

The Original Credit Card Holder collects points in the Zlatna Rbica loyalty program at every occasion of making payments with all Original and Additional RBA Personal Credit Cards (Personal Mastercard, Visa Classic, Visa Gold, Visa IF, and Visa Platinum) and with all Original and Additional RBA Personal Debit Cards (Maestro and VISA Electron cards of the current and FCY account). The points collected by Holders of additional (credit and debit) cards are summed up together with the points collected by the cards of the Original Holder (credit and debit). The calculation of points is monthly. Only the Original Credit Card Holder can dispose of the collected points.

Points are collected at every occasion of making payments with RBA Personal Cards in all Sales Venues in the country and abroad (including also instalment purchase with RBA cards) and when paying for goods or services on the Internet, provided that the Original Credit Card Holder has not defaulted in fulfilling their obligations towards the Bank by the date of the monthly calculation of points.

Points are collected by the principle 1 kuna = 1 point for payments with RBA credit cards, and 1 kuna = 0.5 point for payments with RBA debit cards.

External payment transactions are converted to the kuna in keeping with Art. 11 Collection and Exchange Rate, and then calculated into the Zlatna Rbica points.

Points are valid for three years from the date of their respective underlying transaction.

In exchange for the collected points, from the Zlatna Rbica loyalty program offer the Original Credit Card Holder selects the corresponding kuna amount in the RBA card (electronic voucher that the Original Credit Card Holder can use through any of their RBA debit or credit card (except through the FCY account card) in any Sales Venues of the selected RBA partners in the Program) or another gift (if such is offered in the Zlatna Rbica loyalty program).

At any moment on [www.rba.hr](http://www.rba.hr) or by dialling the RBA INFO telephone 072 62 62 62, the Original Credit Card Holder can request that the collected points be exchanged for the corresponding kuna amount in the RBA card (electronic voucher that the Original Credit Card Holder can use through any of their RBA debit or credit card (except through the FCY account card) in any Sales Venues of the selected RBA partners in the Program) or another gift (if such is offered in the Zlatna Rbica loyalty program), but only provided that the Original Credit Card Holder has not defaulted in fulfilling their obligations towards the Bank by the date of the monthly calculation of points. The minimum amount of collected points required for exchanging points for the corresponding kuna amount in the RBA card or another gift from the Zlatna Rbica loyalty program is 7,250. The exchanged points cannot be returned into the Zlatna Rbica loyalty program.

When the Original Credit Card Holder exchanges the collected points for the corresponding kuna amount in the RBA card, the above kuna amount will be available to them in all their original personal RBA cards (except in the FCY account card) on the day following the executing of the request for exchange of the points into the kuna in the RBA card. The requested kuna amount in the RBA card from the Zlatna Rbica loyalty program can be used by the Original Credit Card Holder through any of their personal RBA cards in their name (credit or debit, except the FCY account card) in any Sales Venues of the selected RBA partners in the Zlatna Rbica loyalty program, within an

unlimited period. The terms and conditions of using gifts offered in the Zlatna Rbica loyalty program will be available on [www.rba.hr](http://www.rba.hr).

The list of Sales Venues of the selected RBA partners at which the Original Credit Card Holder can use the kuna amount in the RBA card, obtained by exchanging their collected points, as well as the list of gifts offered in the Program is available on [www.rba.hr](http://www.rba.hr) and in specific Zlatna Rbica loyalty program brochures.

By cancelling the last Original Credit Card, the Holder is automatically excluded from the Zlatna Rbica loyalty program, and all the points previously collected in the program are cancelled.

The Original Credit Card Holder can lose the right to participate in the Zlatna Rbica loyalty program, and all the points collected, if at any time they violate these Rules or fail to act in alignment with the General Terms and Conditions for issuance and use of the Personal Mastercard Credit Card and/or Visa Credit Card, and/or the Agreement on Revolving Loan for the Personal Credit Card.

## **9. FEES**

The Credit Card Holder undertakes to pay to the Bank the fees in accordance with the PI Card Banking Fees, which document is supplied with these General Terms and Conditions, and which fees are defined under the Decision on Bank Service Fees. The Credit Card Holder will be notified of the fees by way of the Credit Card Statement in the month in which a particular fee is due for payment.

The Bank determines, calculates and charges fees in accordance with the Decision on Bank Service Fees and the Rules on Calculation of Interests and Fees, all in compliance with the valid regulations and by-laws regulating the payment system and consumer financing. Besides the service fee, the Bank can calculate and charge also any and all real expenses (e.g. costs of external service providers in the payment system and the like).

The service price is increased for the VAT and/or other levies, if such are prescribed.

## **10. REPAYMENT OF USED SPENDING LIMIT**

A user's Spending Limit, interests, fees and costs are paid in accordance with the provisions of the Agreement, or in accordance with the provisions of item 4 of these General Terms and Conditions.

## **11. COLLECTION AND EXCHANGE RATE**

Collection of all expenses made with the Original and Additional Credit Cards, including any potential expenses over the Spending Limit, as well as of the pertaining fees and interests, is performed in the kuna.

All expenses made with the Personal Mastercard Credit Card in foreign countries in currencies included in the RBA exchange rate list are converted into the kuna at the Bank's selling exchange rate for foreign currencies as on the day of transaction processing.

All expenses made with the Personal Mastercard Credit Card in foreign countries in currencies that are not included in the RBA exchange rate list are converted into the euro countervalue at the exchange rate of Mastercard Europe sprl, and then into the kuna at the Bank's selling exchange rate for foreign currencies as on the day of transaction processing.

All expenses made with the Visa Credit Card in foreign countries in currencies included in the RBA exchange rate list are converted into the kuna at the Bank's selling exchange rate for foreign currencies as on the day of transaction processing.

All expenses made with the Visa Credit Card in foreign countries in currencies that are not included in the RBA exchange rate list are converted into the euro countervalue at the exchange rate of Visa Europe, and then into the kuna at the Bank's selling exchange rate for foreign currencies as on the day of transaction processing.

The exchange rates applied by Mastercard Europe sprl and/or Visa Europe are published on their respective official internet sites [www.Mastercard.com](http://www.Mastercard.com) and [www.visaeurope.com](http://www.visaeurope.com).



The RBA exchange rate list is available on the official internet site of the Bank [www.rba.hr](http://www.rba.hr), as well as in the Bank's branches.

## 12. NOTIFICATION AND COMPLAINTS

The Credit Card Holder 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.

The day of learning of any such transaction as an unauthorized, unexecuted, 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 damages that can occur due to failed delivery of the Credit Card Statement, if it has not been notified of the event without any delay.

The Credit Card Holder shall notify the Bank of any unauthorized unexecuted, or irregularly executed payment transaction in keeping with the above provisions within thirteen months from account debiting at the latest, otherwise they lose their rights regarding the execution of any unauthorized unexecuted, or irregularly executed payment transaction.

All notifications or complaints with respect to unauthorized, unexecuted, or irregularly executed payment transactions can be sent to the Bank by the Credit Card Holder in the following manners:

- in writing, handing in the written notification at a Bank's branch or delivering it by mail to the above address of the Bank;
- through the RBA iDIREKT service.

If, in the process of resolving a complaint for an unauthorized transaction, the Bank establishes that the transaction was authorized or that the Card User is responsible for the unauthorized transaction in keeping with the provisions of these General Terms and Conditions, they will refund the transaction amount for which transaction the complaint was placed, increased for the pertaining interests and fees, immediately, and by the end of the first working day after they received the notification of any unauthorized payment transaction, or learned about it in another manner, save if they have a justified reason for suspected fraud, of which suspicion they notified the CNB in writing.

If, in the process of resolving a complaint for an unexecuted or irregularly executed payment transaction, the Bank fails to prove that the payment transaction was accurately recorded and booked, or that the payee's payment service provider received the transaction amount, they will refund the amount of an unexecuted or irregularly executed payment transaction without delay.

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 verification. If by the extraordinary ATM balance verification the Bank finds the refund request was without merit, the Card Holder shall remunerate the 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 Card User's responsibility for the respective transaction in the complaint is later on established, the Card User 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 Card User agrees that any of their accounts held with the Bank is debited for the transaction amount refunded earlier in the above described manner, together with the pertaining interest, and possible expenses.

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.

The Bank does not undertake any responsibility for the quality of the goods and services bought with the card. The Credit Card Holder resolves the complaints with regard to goods and services with the Sales Venue.

### 13. CREDIT CARD PROTECTION – LOST AND STOLEN CREDIT CARD

Immediately after receiving the Credit Card and the accompanying PIN, the Credit Card Holder 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 Credit Card Holder 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 immediately upon receipt;
- treat the card with equal care as cash and do not leave it unattended,
- never give the card for use to another person;
- at least once a day check whether they have the card;
- always keep the card in a safe place, protected from mechanical damage and magnetic fields (mobile phones, remote controls, speakers);
- memorise the PIN and destroy the PIN notification, do 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;
- do 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 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 internet 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 computer or other devices that have the adequate protection against viruses and other harmful programs;
- do 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 the control number, etc.) on unverified web browsers, in telephone calls with unknown or unverified persons, or in replies to unverified e-mail messages;
- 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 Credit Card Holder 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 62 62 62 (for international calls the number is +385 72 62 62 62) available from 00:00 to 24:00 hours, and they shall confirm the telephone notification of loss or theft or misuse in writing immediately as well.

The Holder 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 Credit Card Holder and the Bank, any and all such conversations recorded can be used as evidence.

The Credit Card Holder 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 Credit Card Holder 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 up to the total amount of HRK 375.00, save if:

- they could not have detected the loss, theft or misuse of the Card before the execution of the unauthorized payment transaction
- if unauthorized payment transaction resulted from an action or omission of a Bank employee or of a person to whom the Bank outsourced the respective activities
- if the Bank failed to provide adequate means for notification of loss, theft or misuse of a Card, in keeping with the law, at all times
- if the Bank failed to prompt creditworthy authentication for transaction execution
- if the payee's bank failed to apply the prompted creditworthy authentication

The Credit Card Holder shall be held responsible in the full amount of the executed unauthorized payment transaction that was performed with a lost or stolen or misused Credit Card, if they acted fraudulently, or if they deliberately or due to gross negligence failed to comply with one or more obligations concerning safe-keep or use of the Credit Card and/or of the PIN or of other security features in keeping with the law and these General Terms and Conditions, and if they failed to report loss or theft in keeping with the provisions of these General Terms and Conditions.

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, which actions allow misuse of the Credit Card, or its unauthorized use.

The Credit Card Holder shall not be responsible for the transactions from the previous paragraphs 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 Credit Card Holder acted fraudulently. If the Credit Card Holder 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 Credit Card Holder. The cost of issuing the Replacement Card, as defined under the Bank Decision on Service Fees, shall be paid by the Credit Card Holder.

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 use is unauthorized or with intent of fraud;
- when the Bank has overdue outstanding receivables towards the Credit Card Holder in any risk placement with the Bank;
- at the Credit Card Holder's request.

The Bank will notify the Credit Card Holder in writing to their last registered address or through the RBA iDIREKT/RBA NA DLANU service, if the Credit Card Holder is also the user of any of the said services, 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 Credit Card Holder if any such notification would be contrary to the objectively justified security reasons, or contrary to the law.

In the case of suspicion of fraud or in the case of actual fraud or security threat, the Bank will notify the Credit Card Holder at any of the contact information for correspondence, at the Bank's discretion, of which the Credit Card Holder notified the Bank (e-mail, telephone, mobile phone), including also, but not restricted to the agreed manner of delivering notifications or Credit Card Statements.

## 14. CREDIT CARD CANCELLATION

The Credit Card Holder can cancel the Credit Card use by a written statement, with a 7-day notice period.

The notice period starts as on the day on which the Bank receives the cancellation statement, regardless of whether it was delivered by post or handed in directly at the Bank, at any branch or filing department.

The Bank can cancel the Credit Card without stating any reasons at least two months in advance, of which they shall notify the Credit Card Holder in writing, to the last registered address of which the Credit Card Holder notified the Bank, and the notice period shall start as on the day of sending the letter.

In the case of cancellation, by the expiry of the notice period the Credit Card Holder shall settle the total debt amount in the Credit Card plus the regular and default interests and costs without any delay. In this case also instalment payment is cancelled, if it was agreed in keeping with item 7 of these General Terms and Conditions, and the total debt is increased for the entire remaining outstanding amount of the respective payment transaction, which the Holder shall pay by the expiry of the notice period at the latest. When the notice period expires, the right to use the Credit Card and the Spending Limit ceases, and the Credit Card Holder shall cut the Credit Card in half and return it to the Bank at request.

Until the total debt is settled the Bank shall debit the respective credit account for any and all transactions made before the expiry of the notice period that arrive as debit to the account after the agreement ceases, as well as for any disputed transaction which the Bank refunded or reimbursed to the Card User, but for which transaction the Card User's responsibility is determined subsequently.

The Credit Card Holder agrees that to the effect of collecting on these above mentioned as well as any and all overdue and outstanding receivables, the Bank can debit any kuna or foreign currency account of the Credit Card Holder held with the Bank.

In the above given cases, the Bank shall refund to the Credit Card Holder a part of the unused annual membership in the amount proportional to the remaining number of months until the end of the year for which the membership fee was paid.

Cancellation of the Credit Card from the above items shall have the effect of the Frame Agreement Cancellation as in keeping with the Payment System Act (ZPP).

The Bank can cancel the Frame Agreement, and cancel use of the Credit Card with immediate effect in the following cases:

- if two subsequent monthly Minimum Amounts as given on the Credit Card Statement were not paid regularly;
- if the Credit Card Holder spends more than their Spending Limit, save upon the Bank's consent;
- if the Credit Card Holder fails to pay or defaults in paying any money obligation in relation to any business relationship with the Bank;
- if there have occurred or threaten to occur other circumstances for which the Bank can reasonably assume that these may have an adverse impact on the Credit Card Holder's ability to fulfil their obligations regularly;
- if the Credit Card Holder violated any contractual obligation;
- if the Credit Card Holder fails to adhere to regulations applicable to this or and other business relationship between the Credit Card Holder and the Bank;
- if the Credit Card Holder ruins the Bank's reputation by their business activities;
- if the Credit Card Holder acts contrary to contrary to the coercive regulations of the RH and social morals.

In the case of Credit Card cancellation as under the paragraph above, the right to use the respective Spending Limit ceases, and the total debt becomes immediately overdue, and the Credit Card Holder shall, at the Bank's request, cut the Credit Card and Additional Credit Cards in half and return them to the Bank immediately.

The default interest is paid in the amount of the statutory interest, which is changeable in keeping with the regulations, on the overdue debt amount as under the paragraph above as from the maturity date. If the Original Credit Card is cancelled, the validity of the Additional Credit Cards also ceases.

The Bank is authorised, without any special consent of the Credit Card Holder, to transfer all or a part of its receivables and rights arising from the Spending Limit of the Credit Card (including also security instruments).

## 15. COMMUNICATION

Credit Card Statements are delivered or made available to the Card User in the agreed manner once a month. The Credit Card Statements are delivered through the RBA iDIREKT Service to the Credit Card Holder who entered into the Agreement on RBA iDIREKT Service Use with the Bank, except if the Credit Card Holder requested the Statements to be delivered by post.

Upon their signing of the respective request at the Bank's Branch, the Statement shall be made available, within 3 business days from placing the request, to the Card User who has not made an Agreement on RBA iDIREKT Service Use or agreed to have the Statement delivered by post.

Instead of taking it over at the Branch, the Card User can submit the request to have the Statement delivered by e-mail or post.

The Credit Card Holder has the right to request from the Bank that the Credit Card Statement be delivered in hard copy once a month free of charge.

Other written notifications that the Bank delivers to Credit Card Holder pursuant these General Terms and Conditions or regulations, and for which a specific manner of delivery is not agreed separately, are delivered to the Credit Card Holder in the manner agreed for the Statement delivery, and any and all provisions of the General Terms and Conditions applicable to the Statement delivery shall be applicable to these notifications as well.

Where delivery by post is agreed, the Credit Card and the PIN, as well as the Statements and the notifications are delivered to the address that the Credit Card Holder gave as the contact address for correspondence.

The Credit Card Holder shall notify the Bank of address change without any delay. Any and all damages that may occur due to failing to fulfil this obligation shall be borne by the Credit Card Holder.

The Credit Card Statements and any and all written notifications delivered by the Bank to the Credit Card Holder pursuant these General Terms and Conditions will be considered accurately delivered if they were sent to the last address of which the Credit Card Holder notified the Bank. The Credit Card Holder can notify the Bank of change of address or of another contact information for correspondence in the agreed manner, in one of the following ways: in writing, by personally coming to any RBA branch during the branch office hours, by telephone through the Call Centre, and if the Credit Card Holder is also the user of the RBA direkt services, by delivering authorized messages through the agreed service. As regards the delivery of written notifications by post, these are delivered to the above given address of the Bank headquarters.

By accepting these General Terms and Conditions the Credit Card Holder is familiar with and agrees that the telephone conversations to the Call Centre are recorded, to the effect of service improvement, and to serve as evidence in the case of a dispute between the Credit Card Holder and the Bank.

By accepting these General Terms and Conditions, the Credit Card Holder agrees that the address change communicated through the Call Centre shall be deemed a validly received notification of address change, or of contact information, and that on the basis of the conducted telephone conversation the Bank can change the information on their address, telephone numbers, e-mail addresses, and other contact data, which the Bank can use to deliver the agreed and/or prescribed notifications (including account statements) in the agreed manner, and to address them for the marketing purposes, if they agreed to this in writing.

Any and all damages occurring in sending the notification by post, facsimile, electronic mail or another remote communication channel, and due to loss, delay, misunderstanding, errors and changes in transfer will be debited on the Credit Card Holder, if the Bank can prove to have acted with the care of good businessman and expert.

In the sense of these General Terms and Conditions, the agreed manner of delivery and/or notification will be deemed the delivery of any and all kinds of notifications, either agreed or prescribed by law, including also account statements, in the manner that the Credit Card Holder agreed, and which includes delivery through the agreed RBA direkt service or by post to the address as in the agreement or to another delivered contact address of the Credit Card Holder.

## 16. TRANSFER OF RIGHTS AND OBLIGATIONS

The Bank is authorized to assign, transfer and/or pledge to a third person in the domestic or international market without any special consent of the Credit Card Holder all or a part of its receivables and rights arising from the Agreement on Revolving Loan for the Personal Mastercard credit card and/or Visa credit card and in connection to that Agreement including also security instruments).

The Bank will send the notification on assignment, transfer or pledge to the Credit Card Holder.

## 17. DATA PROTECTION

The Bank collects and processes the Credit Card Holder's personal information in keeping with the effective regulations that define personal data protection. Information on the rights and obligations of the Bank, referring to personal data collection and processing, the purposes and legal basis for processing, and information on the rights and obligations of the Credit Card Holder and other persons whose personal data are processed, on security and protection measures of the personal data processed, as well as any and all other information that the Bank as the processing party is obligated to provide to the Credit Card Holder, are contained in the "Rules of Personal Data Treatment of Raiffeisenbank Austria d.d." (hereinafter: Rules), which are available on the Bank's official internet site [www.rba.hr](http://www.rba.hr) and at the Bank's Branches. By accepting these General Terms and Conditions and/or by signing the Agreement, the Credit Card Holder confirms to have received from the Bank, by way of the Rules, all the above information.

The Bank Clients' information, as well as the facts and circumstances that the Bank learned in the process of providing services to Clients and in performing business with an individual Client, represent a bank secret, and the Bank can disclose these to third persons only in the cases prescribed by law.

In keeping with the Bank's legal obligations referring to risk management, the Bank will forward the information to the international Raiffeisen Group members for the purpose of forming a joint customer database.

The Bank will require that any and all persons, to whom it forwarded the confidential information in keeping with the above provisions, act in accordance with the applicable legal obligations in connection to keeping bank secrecy and personal data protection, and not to forward any such information to third persons, save in the cases prescribed by law.

The above provisions are applicable and implemented also with regard to the Additional Credit Card Users, as well as to any and all other private individuals whose data the Bank collects and processes in connection to contracting or executing the Frame Agreement.

## **18. AMENDMENTS TO THE AGREEMENT**

The Bank retains the right to make amendments to the Frame Agreement. If the Bank changes the Frame Agreement, it will notify the Credit Card Holder of that at least two months before the implementation date of the respective amendment in writing, to the last address of which the Credit Card Holder notified the Bank, or in another agreed manner of delivering notifications or Credit Card Statements.

If the Credit Card Holder rejects the proposed amendments, they shall have the right to cancel the Frame Agreement at no charge with effect as on any date before the implementation date of the respective amendments. If the Credit Card Holder does not notify the Bank in writing on cancelling the Frame Agreement and does not deliver to the Bank the Credit Card cut in half by the proposed implementation date of the respective amendment, it will be considered that they accept the amendments.

## **19. COMPLAINT PROCEDURES AND CONCILIATION PROCEEDINGS**

The Credit Card Holder who considers that the Bank violated any of the provisions of the Payment System Act (ZPP) referring to the notification requirements with regard to the Credit Card Holder (section II of the Payment System Act) or the provisions referring to the rights and obligations with regard to providing and using payment services (section III of the Payment System Act), can:

- send a complaint to the Bank, to which the Bank is obligated to reply in the manner agreed for delivering notifications or Credit Card Statements, within ten days from the day of receiving the complaint, or exceptionally, if, due to justified reasons beyond the Bank's control, this proves infeasible, within 35 days at the latest,
- send a complaint to the Croatian National Bank.

To the effect of resolving any potential disputes from the Frame Agreement arising from the implementation of the provisions of the Payment System Act (ZPP), also an alternative dispute resolution can be instituted before any authority for alternative resolving of consumer disputes. In the proceedings of alternative dispute resolution the Bank is obligated to participate.

The authorities for alternative resolving of consumer disputes are listed on the web site of the Ministry of Economy, for example: Conciliation Centre at the Croatian Chamber of Commerce, Zagreb, Rooseveltov trg 2, web site: <https://www.hgk.hr/centar-za-mirenje/o-mirenju>.

## **20. JURISDICTION AND GOVERNING LEGISLATION**

The contractual parties shall attempt at resolving their disputes by mutual agreement. If court proceedings are instituted to the effect of resolving disputes arising from the provisions of the Frame Agreement, the territorial jurisdiction of the real competent court in Zagreb is agreed hereby.

The Croatian law will govern the interpretation of the Frame Agreement provisions, as well as any dispute.

## **21. FINAL PROVISIONS**

At their request the Bank will provide to the Credit Card Holder the provisions of the Frame Agreement, or any and all information it is obligated to provide in compliance with Art. 18 of the Payment System Act (ZPP), at the Bank branch.

These General Terms and Conditions, together with the documents supplied to the General Terms and Conditions and being their constituent part, are published and available to the Credit Card Holder also on the official web site of the Bank [www.rba.hr](http://www.rba.hr).

By accepting these General Terms and Conditions and by signing the Agreement on Revolving Loan, the Credit Card Holder confirms that for the purpose of timely providing of information on the rules and obligations of the contractual parties with regard to the Credit Card use, before contracting this agreement, they received from the Bank a copy of the Frame Agreement, and the Information preceding the contracting of the Loan Agreement, as prescribed under the Consumer Credit Act.

The Frame Agreement is made in Croatian, in which language also the communication between the contractual parties will be conducted.

## **22. IMPLEMENTATION**

These General Terms and Conditions come into force as on 16<sup>th</sup> May 2019.

The coming into force of these General Terms and Conditions shall replace the so far effective General Terms and Conditions for Issuance and Use of the Personal Mastercard and/or Visa Credit Card.

From 16<sup>th</sup> May 2019, these General Terms and Conditions are applicable also for all Personal Mastercard Credit Cards and/or Visa Credit Cards issued until 15<sup>th</sup> May 2019.