

General Terms and Conditions for One-Time Payment Transactions

(Applicable as of 25/05/2018)

I. GENERAL PROVISIONS

1. The General Terms and Conditions for One-Time Payment Transactions (hereinafter: General Terms and Conditions) shall govern and apply to the rights and obligations of the payment service user and the Bank in respect of the execution of one-off payment transactions.
2. The expressions used in these General Terms and Conditions shall have the meanings as below:

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| Bank | <p>Raiffeisenbank Austria d.d. Magazinska cesta 69 10000 Zagreb Croatia Tel: +385 1 45 66 466 Fax: +385 1 48 11 624 INFO telephone: 072 62 62 62 INFO e-mail: info@rba.hr INFO web: www.rba.hr</p> <p>The Bank is registered with the Commercial Court in Zagreb under the registry number MBS: 080002366, PIN: 53056966535. All Bank branches are published on the Bank internet site www.rba.hr The Bank is listed on the Croatian National Bank internet site, and has obtained the operating license from the CNB, which is the supervisory body monitoring the Bank's business operations.</p> |
| Payment Service User | A consumer - payer, who places a payment order, and does not hold a transaction account with the Bank and/or does not use a transaction account for the respective payment transaction execution. |
| Consumer | A Payment Service User who is a private individual and who acts outside the scope of their economic activity or free-lance profession. |
| One-off Payment Transaction | A payment transaction whereby the Payment Service User requests Payment Order execution without using the transaction account. |
| Unique Identifier | The account number constructed according to the international norm ISO 13616. |
| Agreement | The Agreement on One-time Payment Transaction (hereinafter: Agreement) consisting of these General Terms and Conditions, the Cut-Off Time Schedule for PI Payment Transactions Execution (hereinafter: Cut-Off Time Schedule) and the Transaction Fees for Private Individuals, which are available in the Bank's branches and on the Bank's official web page. If a Payment Order is placed for execution to the Financial Agency, it shall be subject to the Financial Agency's Tariff instead of to the Transaction Fees for Private Individuals. |
| Payment Order (hereinafter: Order) | Any Payment Service User's instruction requesting the Bank to execute a one-time payment transaction. |
| National Payment Transaction | Any payment transaction executed either only by the Bank or by the Bank and another payment service provider operating in the Republic of Croatia. |
| Cross-border Payment Transaction | Any payment transaction executed by the Bank and another payment service provider operating under the regulations of a member state. |
| International Payment Transaction | Any payment transaction executed by the Bank and another payment service provider operating under the regulations of a state which is not a member state. |
| Member State | A state which is a signatory of the Agreement on the European Economic Area. |
| Payment System Act, ZPP | The Payment Transactions Act as amended from time to time |
| Financial Agency (hereinafter: FINA) | <p>The legal entity with registered seat in Zagreb, Ulica grada Vukovara 70, which receives and executes Orders in the name and for the account of the Bank in the national payment system in the kuna under the terms and conditions as set out under these General Terms and Conditions hereunder.</p> <p>The FINA was founded by the Republic of Croatia, and its organization and operating are regulated under the Act on Financial Agency and the regulations</p> |

3. The Bank collects and processes the Payment Service User'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 Payment Service User 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 Payment Service User, 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 and at the Bank's Branches. By accepting these General Terms and Conditions and/or by signing the Agreement, the Payment Service User confirms to have received from the Bank, by way of the Rules, all the above information.
4. 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.

II. PAYMENT ORDER

Placing an Order

5. An Order is placed in the written form in the Bank's branch or in the FINA outlet, if the payment is executed in favour of the accounts held with the Bank. The FINA receives and executes Orders in the name and for the account of the Bank, under the same terms and conditions as the Bank, unless otherwise stated in these General Terms and Conditions herein.

Receiving an Order

6. The Bank executes received Orders according to the Cut-Off Time Schedule.
7. If the Bank receives an Order after the time specified in the Cut-Off Time Schedule as the cut-off time for Order receipt, the Order shall be deemed as having been received by the Bank on the following business day and the rights and obligations of the Bank and of the Payment Service User shall be determined accordingly.

Required Elements of an Order

8. An Order must contain at least the following elements:
 - payer's name
 - payee's account number / unique identifier
 - currency code
 - amount
 - date of execution
 - payment details
 - model and, if required, reference number of the payee
 - consent/signature
9. Model and, if required, reference number of the payee are the required elements of a Payment Order in the national payment transactions, as follows:
 - 9.1. for national payment transactions in the kuna, in Payment Orders paying budget revenues and off-budget funds, the required elements of an Order are the model and the reference number, in keeping with the Order on Payment of Budgetary Income in the year to which the payment refers;
 - 9.2. for other national payment transactions in the kuna and euro, the required elements of a Payment Order are the model and the reference number if set by the payee. The construction of the model and the reference number on the Order shall be entered in keeping with the "*A Unique Overview of Basic Reference Number Models with Model Descriptions, Contents and Application Explanations as well as Applicable Control Number Calculation Modules*".If the payee:

- sets the reference number, and not the model, input of the model HR00 is required.
- does not set the reference number, input of the model HR99 is required.

Consent for Order execution

10. Consent for a Payment Order execution is given by signing the Order at the Bank branch. The consent is given after the execution, by signing in hand on the signature capture pad. Exceptionally if consent cannot be given by signing on the signature capture pad (e.g. rejecting authentication via the signature capture pad), the User gives their consent for a Payment Order execution after the transaction execution, by signing the printed document. Consent for a Payment Order execution in the FINA network is given at the moment of placing every individual Order, whereby the User confirms to be familiar with these General Terms and Conditions, the time of execution and the pertaining fees, and thus the Payment Service User and the Bank will have made an Agreement.
11. By signing a Payment Order placed at the Bank branch which contains all required elements from item 8 herein, the Payment Service User gives their consent for execution of a one-off payment transaction, thus confirming to be familiar with these General Terms and Conditions, the Cut-Off Time Schedule and the pertaining fees, and thus the Payment Service User and the Bank will have made an Agreement.

Conditions and maximum Order execution time

12. The Bank shall execute an Order in accordance with the published Cut-Off Time Schedule, if the following conditions are met:
 - Payment Order contains required elements,
 - Payment Service User ensured sufficient available funds for execution of the complete Payment Order in the required currency and for the Bank's fees,
 - Payment Service User gave their consent for its execution,
 - There are no legal obstacles for the Order execution.
13. Any and all information concerning a payment transaction shall be provided by the Bank to the Payment Service User on a Transaction Confirmation slip.
14. If the Payment Service User provides an incorrect unique identifier / account number of the payee or any required element of an Order, the Bank shall not be held liable for non-execution or defective execution of a Payment Order.
15. If, along with the unique identifier / account number, the Payment Service user provides to the Bank other information in respect of the payee, the Bank shall only be responsible for the execution of the Order in accordance with the account number / unique identifier specified by the Payment Service User.

Refusing an Order

16. The Bank shall refuse to execute an order, and immediately send notification of such refusal to the Payment Service User, if the conditions set out in item 12 of these General Terms and Conditions hereof have not been fulfilled.

Revoking an Order

17. The Payment Service User cannot revoke a Payment Order placed for execution with the Bank if the execution time of such Payment Order is immediately upon receipt according to the Cut-Off Time Schedule. If a Payment Order is placed for execution with the Bank after the time stipulated in the Cut-Off Time Schedule as the cut-off time for Order receipt, the Payment Service User who placed the Order can revoke it by the end of that business day if they present to the Bank the original Order form, the original Transaction Confirmation slip and the identification document.

III. FINAL PROVISIONS

Complaint procedure and mediation/conciliation

18. A Payment Service User who believes the Bank has breached any provision of the Payment System Act with regard to the obligation to inform or with regard to any provision concerning the rights and obligations related to the provision and use of payment services can:

- File a complaint with the Bank, to which the Bank shall respond within seven business days from the complaint receipt date;
 - Submit a complaint to the Croatian National Bank.
19. A Payment Service User who files a complaint with the Bank shall enclose the original Payment Order and Transaction Confirmation slip. To the effect of resolving any disputes resulting from the One-off Payment Transaction Agreement, which disputes may arise in connection with the implementation of the provisions of the Payment System Act, the Payment Service User-Consumer can submit an application for mediation at the Mediation Centre of the Croatian Chamber of Economy. Mediation proceedings are conducted in keeping with the Mediation Rules, and the settlement reached by such proceedings constitutes an enforceable agreement.

Governing Law and Jurisdiction

20. The contractual parties shall attempt to resolve any dispute amicably by mutual agreement. If no agreement is reached, the parties, hereby, agree that the court in Zagreb shall have jurisdiction and that the laws of the Republic of Croatia shall be governing.

Commencement

21. These General Terms and Conditions shall come into force as on the day of 25th May 2018.