

General Terms and Conditions for the Use of RBA DIREKT Services for Private Individuals

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I. Definitions of Terms

1. In these General Terms and Conditions of Raiffeisenbank Austria d.d. for the Use of RBA DIREKT Services for Private Individuals (hereinafter: General Terms and Conditions), individual terms shall have the following meanings respectively:

Bank	<p>Raiffeisenbank Austria d.d. Magazinska cesta 69 10000 Zagreb Croatia Tel: +385 1 45 66 466 072 92 92 92 Fax: +385 1 48 11 624 E-mail: info@rba.hr Internet: www.rba.hr Swift: RZBHHR2X IBAN: HR0624840081000000013</p> <p>The Bank is registered with the Commercial Court in Zagreb under the registration number MBS: 080002366, OIB: 53056966535. All branches of the Bank are listed on the Bank's official website www.rba.hr The Bank is listed as a licensed bank by the Croatian National Bank who issued their banking licence and who are the competent authority for Bank supervision.</p>
RBA DIREKT services	iDIREKT, RBA na dlanu, tDIREKT and mDIREKT.
On-line banking	RBA DIREKT services through which the Bank as an Account Provider allows the Client to use services connected with the payment Account via internet (RBA iDIREKT) or mobile application (RBA na dlanu)
Client	Any Private Individual who contracts RBA DIREKT service use with the Bank.
Application	The application form for RBA iDIREKT service use (Application).
Account	<p>Payment Accounts: current and/or FCY and/or HRK or FCY giro account and/or avista savings account;</p> <p>Credit Accounts: loans and/or credit cards;</p> <p>Deposit accounts: term savings deposit.</p>
Device	Token, mToken, Card Reader used with the Card, or any other device that the Bank issues to, or contracts with the Client for the purpose of accessing the agreed RBA DIREKT service, and which device is used for Client identification. The device is a payment instrument owned by the Bank. Persons issued with a USB/SmartCard with the FINA Certificate as under the contracted Agreement on use of RBA DIREKT service for Business Entities can, in keeping with the provisions of the said Agreement, use the device also to access the RBA DIREKT service for private individuals.
Token	Physical authentication device used for Client identity check, and for authorization in executing transactions.
mToken	Device consisting of the Client's mobile phone and the Bank's software support (application) installed in the mobile phone so that, after its successful activation, it functionally replaces the physical use of the Token/Reader.
Card Reader	Physical authentication device, used with the chip debit or credit card to verify Client's identity, and to authorize execution of transactions.
Card	<p>Visa Electron and/or Cirrus Maestro debit card MasterCard, Visa Classic, Visa LF, Visa Gold, or Visa Platinum credit card</p>
Agreement	Agreement on use of RBA DIREKT service consisting of the Application and General Terms and Conditions, made by and between the Client and the Bank in the capacity of the RBA DIREKT service provider.
PIN	Secret personal number known only and solely to the device user, and used to log in to the device and to identify the Client and the device user.

II. Introduction

2. These General Terms and Conditions regulate the rights, obligations and terms of using the RBA DIREKT services which the Bank provides to the Clients who contracted any of the RBA DIREKT services.
3. These General Terms and Conditions are applicable together with the provisions of the Frame Agreement, which consist of: Agreement on Payment Account Opening and Management, General Terms and Conditions for RBA PI Accounts, together with the following documents: Transaction Fees for Private Individuals and Time Schedule for Execution of Payment Transactions for Private Individuals.

III. General provisions for RBA DIREKT services

Contracting RBA DIREKT Service Use

4. Any work capable Private Individual holding any of the Accounts with the Bank, and to whom the Bank approves the Application for RBA DIREKT Service Use, can become the RBA DIREKT service user. The Client contracts RBA DIREKT service use by signing the Application on the prescribed Bank template (Application). By signing the Application the Client confirms the accuracy of the data filled in the Application, including their personal data, and allows the Bank to process and use the respective information in keeping with the regulations, and to verify them, as well as to request additional information.
5. RBA DIREKT service use can be contracted through other channels that the Bank can use to contract services (e.g. through remote communication channels). In this case the Agreement on use of RBA DIREKT service is contracted in the manner and in the procedure as defined for the particular remote communication channel.
6. When the service is agreed by submitting the Application, the Agreement on use of RBA DIREKT service is deemed to be contracted for an indefinite period by the Bank's approval of the Application. These General Terms and Conditions, and the Application, provided that the User has signed it and that the Bank has approved it, constitute the content of and have the force of the Agreement made by and between the Bank and the Client. By signing the Application the Client confirms that they are familiar with these General Terms and Conditions and that these have been handed to them and that they accept them in entirety together with any and all changes and amendments thereto.
7. The Bank retains the right to pass the decision on Application approval without supplying any explanation for such decision. After contracting the Agreement, the Bank hands in or delivers to the Client the selected device, if any is required for using the agreed RBA DIREKT service. Card Reader is handed in to the Client at the moment of contracting the service. If mToken has been selected, the mToken activation code, which represents the initial one-time password for the first login to and activation of the mToken mobile devices, is delivered to the Client in two parts: the first part at the moment of contracting the service, and the second part of the activation code is sent to the Client by an SMS message. Deleting the application from the Client's device deactivates mToken.

Scope of Services

8. RBA DIREKT services offer a range of services that the Client accepts by signing the Application. The services are listed and detailed in the Instructions for Use of every individual RBA DIREKT service and/or device, published on the Bank's official web site www.rba.hr. The Bank retains the right to change the scope and the content of the RBA DIREKT services. The Bank will notify the User of any changes to the scope and the content of the RBA DIREKT services by publishing them on the Bank's official web site www.rba.hr, through the contracted RBA DIREKT service, in the account statements, or via other communication channels.
9. By signing the Application, the Client agrees to such amendments as above, and accepts them in entirety, and with full confidence the Bank can believe that the Client is familiar with the mentioned amendments and that they agree to them, without the possibility of demanding compensation from the Bank for any potential damage arising from such amendments to the contents, if they continue to use the services.

IV. Obligations of the Client

10. The Client undertakes to keep the Device and the secrecy of the PIN and/or activation code from misuse, unauthorized access, theft or irregular use with utmost care. The Client undertakes not to write down the PIN or other personalized security features on paper, electronic or other media, or communicate them to third persons. If the Client suspects that a third person has learned the PIN or other personalized security features, they shall without any delay take actions as described in section V. of these General Terms and Conditions.
11. Device can be used only and solely by the Client personally, in the manner defined under the Instruction for RBA DIREKT Service and/or Device Use, and these General Terms and Conditions.
12. Any action of the Client contrary to the above items shall be deemed as gross negligence, and therefore all the risks related to misuse of identification data, and especially of the PIN and activation code, shall be borne by the Client exclusively. The Bank guarantees the PIN is not contained in its documentation.
13. The use of an RBA DIREKT service implies the existence of adequate hardware and software, of which the procurement, responsible use and maintenance are the sole responsibility of the Client exclusively. For particular types of Devices used to access the RBA DIREKT service, the Bank retains the right to set the minimum requirements with regard to IT hardware and software.
14. The Client is aware and accepts the fact that the RBA DIREKT service is a service which, depending on the type of the RBA DIREKT service, includes transfer through the internet, telephone, or GSM device and is therefore connected to all the usual risks related to the use of the internet, telephone, or GSM device. In order to mitigate the risks related to the use of the internet, telephone, or GSM device, and to the effect of protecting the personalized features of the Device as well as preventing the RBA DIREKT service misuse in the user environment, the Client undertakes to adhere to the obligations prescribed under these General Terms and Conditions, General Terms and Conditions for RBA PI Accounts, and the Bank's latest security recommendations related to the service use, either as contained in these General Terms and Conditions, Instructions for RBA DIREKT Service and/or Device Use, or in any other published Bank's document that refers to the safety in use of the RBA DIREKT services, and which documents are available on the Bank's official web site www.rba.hr. The Bank will notify the Client of adopting and/or changes or amendments to the Instructions for RBA DIREKT Service Use, or to other documents where any such instructions may be contained, in an appropriate manner.
15. Any Client's action contrary to the obligations from the above item shall be deemed gross negligence, and the risk of misuse arising from non-adherence to these obligations shall be borne by the Client exclusively.
16. A payment order placed with the Bank through the RBA DIREKT service including this functionality is electronically signed and is considered an authorized order. Approval to execute orders is given by signing the order through the contracted and exchanged electronic key, in the manner as detailed in the Instructions for RBA DIREKT Service Use.
17. The system message of a successful payment order receipt confirms to the Client that the Bank received the payment orders. The system message of a successful payment order receipt does not signify that the respective payment order will be executed successfully.
18. Placing and executing payment orders, giving authorisation for execution of payment transactions, rejecting and revoking payment orders, the Bank's responsibility for execution or deficient execution of payment transactions, and the Client's obligations concerning protection of payment instruments and the obligations and the responsibilities of the Bank and the Client in connection to this, save from the provisions of these General Terms and Conditions, are subject also to the appropriate provisions of the Frame Agreement, as follows: General Terms and Conditions for RBA Private Individuals' Accounts.
19. The Client will deliver to the Bank any and all changes in correspondence / communication data (mobile phone number, e-mail address, address for receiving written correspondence with the Bank, etc.) in time

(within the shortest possible period), and if they fail to do so, the last relevant data of which the Bank keeps records will be considered valid. The Bank can not be declared liable for any damage that may occur to the Client because of their failure to notify the Bank of the respective data change in time.

Fee

20. For using the RBA DIREKT service the Client pays a fee in keeping with the Transaction Fees for Private Individuals, as defined under the Bank's Decision on Service Fees. The Client confirms that they are familiar with the respective fees and accepts their implementation. The Transaction Fees for Private Individuals are available in all Bank's branches and on the official Bank's web site www.rba.hr.
21. The Client authorizes the Bank to collect, without any further approval or additional consent on their part, the fee for using the RBA DIREKT service by directly debiting assets in their accounts held with the Bank.

V. Loss, Unlocking and Replacement of the Device

Loss of the Device/Card, Blockade of the RBA DIREKT Service

22. In the case of theft, loss, suspected misuse of the Device and/or Card, and/or compromised computer hardware or software through which the Client accesses the respective RBA DIREKT service in such a way that in the user environment the equipment no longer ensures secure use of the respective RBA DIREKT service, or in the case of loss, theft or number change of the mobile telephone for the RBA mDIREKT service use, the Client shall immediately report the event to the Bank by calling 072 62 62 62 (for international calls +385 72 62 62 62), which is available to Clients from 00:00 until 24:00 hours.
23. The Client shall report the loss or theft of the Card to the Bank immediately, and if also an identification document was lost or stolen together with it, the Client shall report the loss or theft without any delay to the Police Department (MUP) and deliver a certificate of that to the Bank.
24. Upon the Client's report, the Bank will initiate blockade of the Device or the Card, or blockade of the entire RBA DIREKT service immediately. The Device or the Card or the service blocked on account of reported theft or loss cannot be re-activated but must be replaced with a new one. The Bank shall not be responsible for any damage that may occur to the Client due to the blockade of the Device, the Card and/or RBA DIREKT service.
25. The Client shall be held fully responsible for the damage and for all unauthorized payment transactions that were performed before the loss or theft or suspected misuse of the Device, the Card and/or the service were reported to the Bank if they acted fraudulently or if they deliberately or due to gross neglect failed to fulfil their obligations as under section IV. of these General Terms and Conditions, as well as if they failed to report loss or theft in keeping with the provisions of these General Terms and Conditions.
26. The Bank shall be held responsible for the unauthorized payment transactions that were performed after the loss or theft or suspected misuse of the Device, the Card and/or the service were reported, save if the Client acted fraudulently.
27. By signing the Application, the Client explicitly confirm that they are familiar with and consent to the fact that the Bank may record any and all outgoing and incoming telephone calls, especially those made for the purpose of blocking the Device, the Card and/or the service, and that, in the case of a potential dispute between the Client and the Bank, the respective recorded conversations can be used as evidence.

Replacement of Malfunctioning Device

28. Replacement of a malfunctioning Device is performed usually by the Client personally coming to an RBA branch.

29. Exceptionally, the Client can request that a replacement Card Reader is sent by post to the address by submitting a written replacement request. The replacement Device is sent by registered mail with return receipt to the Client's correspondence address known to the Bank.
30. mToken replacement or reactivation can be performed by the Client personally coming to a Bank branch, and through the RBA iDIREKT service by using an alternative device (Token and/or Card Reader).

Unlocking the Token

31. After multiple incorrect PIN entry, the Device will lock itself. A locked Token can be unlocked the Client personally coming to any of the Bank's branches, within the office hours of the branch. When performing token unlocking, the Bank will identify the Client. Token unlocking cannot be performed outside the office hours of the branch.

Dislocated Clients

32. Contracting an RBA DIREKT service or making changes to the agreed RBA DIREKT service or device that require a personal visit to the branch for the purpose of identity verification in keeping with these General Terms and Conditions, for the Client who is not able to do so can be performed by the Client authorising a third person to make the required change at the Bank in their name and for their account by way of a notarized special letter of attorney, or by the Client requesting the respective change by delivering a written request, with their signature certified with a competent authority.

VI. Specific Characteristics of Individual RBA DIREKT Services

33. The Client accesses the RBA iDIREKT, RBA na dlanu and RBA tDIREKT services by using the authentication device.
34. After contracting the Agreement the Bank hand in The Device to the Client together with the pertaining short device manual. The Client is obligated to use the RBA DIREKT service in the manner prescribed under the Instruction for RBA DIREKT Service Use available on the Bank's official web site www.rba.hr or at RBA branches.

RBA iDIREKT

35. RBA iDIREKT is a Bank service that via Internet provides the Client an on-line overview of the current balances and movements in accounts¹, overview of current balances of loans and term-deposits, placing and authorizing payment orders, and execution and overview of financial transactions, currency exchange, eRačun service, mToken reactivation, receiving account statements on the balances and movements in accounts and various other notifications, and an authorized manner of communicating with the Bank.

RBA na dlanu

36. RBA na dlanu is a mobile banking service that in a mobile application allows a range of banking services otherwise available through the internet banking, such as on-line overview of the current balances and movements in accounts², overview of current balances of loans and term-deposits, placing and authorizing payment orders, and execution and overview of HRK financial transactions, currency exchange, receiving various notifications, and an authorized manner of communicating with the Bank.

¹ Uvid u trenutna stanja i promete po računima koje omogućava RBA iDIREKT servis je samo informativne prirode i ne može se koristiti kao službeni podatak o stanju i prometu po računu Klijenta. Izvadak o stanju i prometu po računu je jedini službeni dokument Banke o stanju i prometu po računu Klijenta.

² Uvid u trenutna stanja i promete po računima koje omogućava RBA na dlanu je samo informativne prirode i ne može se koristiti kao službeni podatak o stanju i prometu po računu Klijenta.

37. The RBA na dlanu application is available on mobile devices with operating systems that support its installation and use, and offers the functionality of mBanking, mToken use and an interactive overview of RBA branches and ATMs and access to RBA mKartica service.
38. The Client is familiar with the fact that the RBA na dlanu application is to be installed and updated from internet sites that are not of the Bank and that they agree that the Bank shall not be responsible for the availability and terms of use of the respective internet sites, or for the terms under which the RBA na dlanu application is installed to a mobile device. The Client shall bear any and all fees and expenses related to installing the RBA na dlanu application and all its upgrades. The Client is familiar with the fact that the full service functionality requires use of updated versions of the application and of the operating system.

RBA tDIREKT

39. RBA tDIREKT is the Bank's telephone service that provides to the Client information on balances in accounts held with the Bank.

RBA mDIREKT

40. RBA mDIREKT is the Bank's information service that allows the Client to receive information on balances and movements in account, and information on executed transactions and credit card account statements on their mobile phone in the format of an SMS message, as follows:

mDIREKT Stanje računa

- Current Account – once a day notification of account balance if there was movement in the account on the previous day, and of the amount and term of overdraft
- FCY Account – once a day notification of account balance if there was movement in the account on the previous day
- Giro Account – once a day notification of account balance if there was movement in the account on the previous day, and during the day notification of new inflow in real time

mDIREKT Kreditne kartice

- messages of every executed transaction in real time
- credit card account statement – total debt, minimal amount payable and maturity date

Representations and Warranties

41. The Client undertakes to notify the Bank, without delay, of number change of the mobile telephone registered for the RBA mDIREKT service, and shall be solely liable for any and all damage arising from their failure to notify the Bank. The Client shall be solely liable for any and all damage arising from loss, unauthorized use or number change of the mobile telephone registered for this service, as damage that can arise from non-compliance to the General Terms and Conditions. If the Client, user of the RBA mDIREKT service, wishes to cancel the service on account of loss or mobile phone number change, they shall notify the Bank of that in writing.

VII. Final provisions

Representations and Warranties of the Client

42. By signing the Application, the Client warrants and guarantees that:
- they have full business and legal capacity to contract and execute transactions in the accounts that they hold and for which they are authorized;

- contracting and executing of the Agreement and of the transactions does not violate any provisions of laws or regulations of any court or government body;
- there are no statutory or other restrictions, or bans of disposing of assets in the accounts in which they use the RBA DIREKT services;
- they have the required knowledge of transactions and are familiar with the specific risks related to their execution.

Data Protection

43. The Bank collects and processes the Client'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 Client 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 Client, 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 Client confirms to have received from the Bank, by way of the Rules, all the above information.
44. 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.
45. 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.

Restrictions in Use

46. The Bank retains the right to reject a Client's Application for contracting an RBA DIREKT service without supplying any explanation for such decision.
47. The Bank can temporarily block or cancel the RBA DIREKT service use to the Client if it suspects or establishes that service use safety has been compromised, that there is a possibility of service misuse by the Client or third persons, or a possibility of unauthorized service use, or if it suspects that the computer hardware or software through which the Client accesses the respective RBA DIREKT service has been compromised in such a way that in the user environment the equipment no longer ensures secure use of the respective RBA DIREKT service, or if there are any outstanding claims of the Bank from the Client. Further, the Bank can temporarily block and/or cancel the RBA DIREKT service use to the Client if it suspects or establishes that provisions of the Act on Prevention of Money Laundering and Terrorist Financing or other regulations applicable to this or any other business relationship between the Bank and the Client have been violated, as also if the Client's manner of service use damages the Bank's reputation or acts contrary to the mandatory regulations or the moral law.
48. The Bank will notify the Client of the intention and reasons for service blockade as in the above item in writing to their last registered address or through the RBA DIREKT service, if possible, before the blockade, and otherwise immediately after the blockade. The Bank is not obligated to notify the Client if providing any such notification is contrary to the objectively justified security reasons or contrary to the law.
49. The Bank retains the right, but previously announcing this by publishing on the Bank's Internet site or in any other appropriate manner, to disable the use of the contracted RBA DIREKT service temporarily in the case of changes to and upgrading of the information technology system or a particular RBA DIREKT service.

Interruptions in operating due to technical reasons of which the occurrence can not be attributed to neglect or gross negligence of the Bank, the Bank can not announce specifically nor will they bear any responsibility for any possible damage that arises from any such interruption.

Agreement Cancellation and Return of the Device

50. The Bank has the right to terminate the Agreement on RBA DIREKT Service Use, without any notice period, in the following cases:
- if the Client fails to execute or defaults with regard to any cash and/or non-cash liabilities under the Agreement on RBA DIREKT Service Use;
 - if the Client fails to execute or defaults with regard to any cash and/or non-cash liabilities under any existing or future placement with the Bank, and under any agreement by and between the Client and the Bank, as well as any contractual obligations in connection to security instruments for any existing or future placement of the Client with the Bank;
 - if any of the Client's statements explicitly given, prove to be false or obsolete;
 - if any circumstance arises due to which, in the Bank's reasonable opinion, there can occur or has occurred a material adverse change in the business operating, assets, liabilities or the financial position of the Client, or the Client's financial capacity to settle the liabilities undertaken under the Agreement on RBA DIREKT Service Use has been jeopardized;
 - if the Client becomes insolvent, halts payments, or there are records of unexecuted payment orders debiting the Client's account;
 - if the Bank learns of the Client's business discontinuation, or of business discontinuation of the holder of the account in which the Client is an authorized person;
 - if the Bank learns of restrictions or bans on disposal of assets in the accounts for which the Client uses the RBA DIREKT services;
 - if the Client has not used the contracted service for over 6 months;
 - if the Bank has not succeeded to hand in the device to the Client even after 90 days from contracting the service;
 - if the Client fails to adhere to the regulations applicable to this or any other business relationship between the Client and the Bank, if the Client's business in the account damages the Bank's reputation, if they act contrary to the mandatory regulations of the Republic of Croatia or the moral law, if the Bank suspects or establishes that provisions of the Act on Prevention of Money Laundering and Terrorist Financing have been violated, if at the Bank's request the Client fails to deliver the requested data and documentation in keeping with the regulations and general by-laws of the Bank;
 - if the Frame Agreement pursuant to which the Client holds the payment account with the Bank has expired, or if the Client no longer holds any accounts with the Bank for which they would use the RBA DIREKT services.
51. The Client has the right to terminate the Agreement on RBA DIREKT Service Use unilaterally, without stating their reasons and without any notice period.
52. The Notice of Agreement on RBA DIREKT Service Use Cancellation is delivered by a message through the RBA DIREKT service, or if that is not possible, by registered mail with return receipt to the last address of which the Client has notified the Bank. In the event of Agreement on RBA DIREKT Service Use Cancellation, the orders placed but not executed will remain queued for execution. The Agreement ceases as on the day of sending the Notice of Cancellation.
53. The Client can cancel further use of mDIREKT services in writing at any time. Any changes in the mobile phone number can be made by personally visiting any branch for the purpose of identification or by authorized login through the iDIREKT or RBA na dlanu services.

Disclaimer

54. The Bank is exempt from any liability for the inability to provide the services as under these General Terms and Conditions that arises due to events which represent objective defects for providing the services.

Objective defects are considered to be any and all events and actions that aggravate or prevent communication between the Client and the Bank, and especially events or actions that aggravate or prevent providing of national and international payment system services, which defects were caused by vis major, war, riots, terrorist acts, strikes, interruption of telecommunication connections, cease of functioning or irregular functioning of the National Clearing System, Croatian Large Value Payment System, and/or the SWIFT, and all other events of which the occurrence cannot be attributed to the Bank.

Other Provisions

55. As of 25th May 2018 the Bank no longer issues the Token device. Clients can use the delivered Token in keeping with these General Terms and Conditions until the reasons for its replacement arises. If a Client requests Token replacement, instead of a Token device the Bank will issue them with a Card Reader, mToken or another device it will be offering in keeping with these General Terms and Conditions.
56. RBA DIREKT represent channels through which the Client and the Bank communicate, and the contents of the communication depends on the contents and the scope of services within an individual RBA DIREKT service (e.g. placing payment orders, receiving information on balance and movements in the Transaction Account, an authorized manner of communicating with the Bank, etc.).
57. The Bank retains the right to change and amend the contents and the scope of services within an RBA DIREKT service, amend these General Terms and Conditions and possible interruptions in operating due to technical reasons without any special announcement. If the Bank amends these General Terms and Conditions, it will notify the Client of that at least 2 months prior to the implementation of the respective change through the contracted service. If the Client does not accept the amended General Terms and Conditions, they shall cancel the RBA DIREKT service use. If the Client does not act in the above manner within two months from the Bank's notification of amendments to the General Terms and Conditions, it shall be deemed that they have accepted these.
58. In the case of a dispute between the Client and the Bank, the court in Zagreb will have jurisdiction.
59. These General Terms and Conditions come into force as on 1st November 2018. These General Terms and Conditions shall replace and render the General Terms and Conditions of Raiffeisenbank Austria d.d. for RBA DIREKT Services Use for Private Individuals dated 1st August 2018. null and void.