



RaiConnect

GENERAL TERMS AND CONDITIONS FOR THE RAICONNECT SERVICE USE



**Raiffeisen
BANK**

I. AREA OF IMPLEMENTATION

These General Terms and Conditions shall regulate contracting of the RaiConnect service as well as the rights and obligations of the Bank and of the User in connection to use of the mentioned service through the RaiConnect application. These General Terms and Conditions shall be applied together with any and all provisions of the Frame Agreements and other agreements for the Bank's services, as made or to be made by and between the User and the Bank.

TERMS AND DEFINITIONS

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

Bank Raiffeisenbank Austria d.d.
Magazinska cesta 69
10000 Zagreb
Hrvatska
Tel: +385 1 45 66 466
Fax: +385 1 48 11 624
INFO telephon: 072 62 62 62
INFO e-mail: info@rba.hr
INFO web: www.rba.hr

The Bank is registered with the Commercial Court in Zagreb under the registry number MBS: 080002366, Personal Identification Number (OIB in Croatian): 53056966535. All Bank Branches are published on the Bank's official website www.rba.hr. The Bank is included in the List of Banks on the website of the Croatian National Bank, and it has obtained the operating licence from the Croatian National Bank, which is the competent supervisory authority of the Bank's business.

RaiConnect service is the Bank's service enabling communication between the Bank and the User through the RaiConnect application.

The RaiConnect application is a mobile application / internet platform of a digital service, which allows communication between the Client and the Bank, which communication is performed by sending messages, by audio and video calls, by sending documents, by showing the screen and by other actions i.e. forms of communication that will be available in the future due to application development. Use of this service enables arranging of the products and services of the Bank and of the Group, and the documentation required for contracting of the agreements arranged by using the application (e.g. request, application form, agreement, etc.) must be signed at the Bank's branch or the Bank's Business Centre on the same business day on which the User submitted their order to the Bank.

The Bank's client is a private individual or a business entity, who is in a business relationship with the Bank.

A private individual is a private individual acting outside the area of its registered business activity or free profession.

Business entity is a private individual performing a registered business activity or free profession or a legal person.

User is the client of the Bank who is:

a) a private individual who accepted these General Terms and Conditions, received from the Bank a link through electronic mail, through which link they downloaded and installed the RaiConnect application to their device, and connected through and registered in the RaiConnect application as its User;

b) a business entity who accepted these General Terms and Conditions and whose representative or representatives, each individually, received from the Bank a link through electronic mail, through which link they downloaded and installed the RaiConnect application to their device or the device of the respective business entity (both hereinafter referred to as: their device), and connected through and registered in the RaiConnect application as their User in the name and for the account of the respective business entity.

Representative of a business entity is:

- a) a private individual performing a registered business activity or free profession
 - b) a legal representative of a business entity
- (points a) and b) both hereinafter referred to as: the User's representative)

Device is a computer (PC, notebook) or mobile device (mobile phone, tablet) which has the option of installing additional applications and of which the operating system and security settings support the requirements and conditions for use of the RaiConnect application.

Electronic mail address is the User's electronic mail address which is registered in the Bank when contracting of the RaiConnect service and to which the Bank delivers the link for connecting with the RaiConnect application to the User i.e. the User's representative.

Password is a secret password created by the User i.e. the User's representative by themselves and which they enter into their device when registering into the RaiConnect application, and which is required for every access to the RaiConnect application. After the registration, access to the RaiConnect application through a password can be replaced by access through the biometric recognition system of the device itself, such as e.g. digital fingerprint or face photo of the User.

Agreement of the RaiConnect service use includes the filled and signed service application form and these General Terms and Conditions and the PI Business Fees i.e. the Excerpt from the Tariff for Business Entities, and it is contracted by receipt of the client's service application form which is submitted by the above prescribed template of the Bank for contracting of the RaiConnect service.



II. CONTRACTING OF THE RAICONNECT SERVICE

The RaiConnect service can be contracted by a client of the Bank, specifically, a private individual who uses any of the RBA packages and a business entity who holds a transaction account. The client shall contract the RaiConnect service use by placing a filled and signed application form, prescribed by the Bank, for contracting of the RaiConnect service (hereinafter referred to as: Application / Request). When submitting the Application, the client shall present to the Bank, to the effect of their indisputable identification, a valid identification document (personal ID card or passport), and if the Application is placed in accordance with point VII of these General Terms and Conditions, it shall be the respective personal identification document which the Bank has, as the latest one valid, registered in its system. By signing the Application, the User accepts these General Terms and Conditions and states that they are familiar with the Decision on Service Fees of the Bank.

These General Terms and Conditions together with the Application / Request shall constitute the contents of and shall have the power of an Agreement made by and between the Bank and the User.

In the name of the User, who is a business entity, the Application / Request shall be signed by the User's representative i.e. in the case of joint representation, by the number of representatives who are authorised to jointly represent the User.

On the day on which the Bank receives the signed Application / Request, it shall be deemed that the Agreement for an indefinite period has been made. The Bank shall deliver to the User i.e. the User's representative the confirmation of receiving the Application / Request to the electronic mail address, together with the link to the RaiConnect application.

By clicking on the link, the User i.e. the User's representative shall connect to the application and begin the registration procedure. In order for a User to be able to register and start using the RaiConnect application, they shall set an access password, which will be required at every access to the RaiConnect application, and they shall accept the terms and conditions of application use and Privacy Rules.



III. USE RAICONNECT APPLICATION

The RaiConnect application is used for communication between the client and the Bank, which is performed by sending written messages, audio and video calls, by sending documents, by showing the screen and by other actions i.e. forms of communication that will be available in the future due to application development.

Communication through the RaiConnect application happens between the User who is a private individual and their assigned banker during the office hours of the respective banker. The banker shall reply to a User's message within 2 business days after receiving it at the latest. In the case when the assigned banker is unable to reply to the User within the above term due to an extended absence, when the User tries to contact the assigned banker, the Bank will notify the User of the respective banker's absence by an automated message through the RaiConnect application and offer them to select another communication method, which can be contacting a replacement banker or contacting the branch by electronic mail or phone. After the User selects their preferred alternative communication method, further communication will take place in this way.

Communication through the RaiConnect application happens between the User who is a business entity and the responsible banker of the Regional SME Business during the office hours of the respective banker of the Regional SME Business. The responsible banker of the Regional SME Business shall reply to a User's message within 2 business days after receiving it at the latest. In the case when the assigned banker is unable to reply to the User within the above term due to an extended absence, when the User tries to contact the assigned banker, the Bank will notify the User of the respective banker's absence by an automated message through the RaiConnect application and offer them to select another communication method, which can be contacting a replacement banker or contacting the Business Centre by electronic mail or phone. After the User selects their preferred alternative communication method, further communication will take place in this way.

The User themselves shall bear the costs of communication connections that arise by using the RaiConnect application.

The manner of using the RaiConnect application is described in detail in the RaiConnect Application Manual that is published on the Bank's internet site www.rba.hr.

The Bank retains the right to subsequently modify the scope of service within the RaiConnect application, of which the User will be notified in time.

The User shall use the RaiConnect application exclusively to the effect of arranging products and services of the Bank, i.e. exclusively for the needs of business communication for the above purposes.

For the documentation delivered through the RaiConnect application, the User and the User's representative warrant that it fully corresponds to the respective original document, that it is comprehensive, true and up-to-date, and that no adverse fact has arisen after it has been created and/or delivered.

IV. SECURITY

The User accepts that the password created by the User i.e. the User's representative shall be the exclusive evidence of their identity during the use of the RaiConnect application. The password shall contain at least 8 characters of which at least one upper case letter and one lower case letter, and at least one special character and it shall be created and used solely for registration and access to the RaiConnect application. If a password does not meet the minimum requirements as stated above, the User will not be able to register in the RaiConnect application.

The User and the User's representative shall act with increased attention and keep the device with installed RaiConnect application, and the password created for registration and access to the application, as well as any and all possible security features from misuse, unauthorised access, alienation or improper use. This implies taking any and all reasonable measures for their protection and prevention i.e. disabling any third persons to come into possession of the device and/or the password i.e. of possibly other security features, which applies also to the User's family members. Writing down or recording the password or other security features on paper, electronic or other media and leaving these unattended is prohibited. In the case of change in the electronic mail address, the User i.e. the User's representative shall report any such change to the Bank without any delay.

If the User i.e. the User's representative suspect that the device through which they access / register to the RaiConnect service is threatened or misused, they shall contact the Bank immediately to the effect of the service blockade, by personally coming to a Bank's branch or by calling the Call Centre at 072 62 62 62 or by sending an e-mail to info@rba.hr.

Any action of the User and/or the User's representative that would be contrary to the above obligations will be considered gross neglect on their part and, for any damage that may arise from such actions, the person responsible and liable will be exclusively the User who is a private individual, and if the User is a business entity, for any such damage, the User and the User's representative who failed to act in accordance with the above obligations will be held responsible and liable jointly and severally.

The User and the User's representative are aware and accept the fact that RaiConnect is a service that involves transfer through the Internet and therefore it is related to the possible risks arising from its use. In order to minimize the mentioned risks, in their environment the User and the User's representative shall maintain the basic measures for safe use of the internet (e.g. use an antivirus program, regularly update the computer, use the most popular Internet browsers and update them regularly, not visit websites of suspicious character, not open e-mail messages of suspicious content, etc.).

The overall communication happening between the Bank and the User through the RaiConnect application shall be archived with encryption, which refers also to the voice and video calls recorded and of which the recordings shall be stored, of which the User has been informed in advance and to which they agree explicitly. Encryption shall be performed by a random key at the moment of archiving, and the key itself shall be encrypted as well. Thus, it shall not be available to any person other than authorised persons of the Bank. The archived communication shall be kept for 3 years, after which it shall be deleted automatically.

The User and the User's representative also agree that, in the case of any potential complaint of the User or a dispute between the User and the Bank and/or the User's representative, any such stored content can be used as evidence, where audio and video conversation recordings shall be delivered solely to the court or a competent authority.

V. SERVICE AVAILABILITY

Availability of the RaiConnect application implies existence of adequate computer equipment (hardware) and program support (software), of which the acquisition, responsible use and maintenance shall be the sole responsibility of the User. The Bank retains the right to set minimal requirements in connection to hardware and software, which requirements are available on the Bank's official website www.rba.hr.

The User is familiar with the fact that the RaiConnect application shall be installed and refreshed from the internet sites that are not the property of the Bank and they agree that the Bank shall not be responsible for the possibility and conditions of using the respective internet sites, or for the conditions under which the application can be installed onto the device. The User shall settle all fees and costs related to such installation and use of the RaiConnect application and all its upgrades. The User and the User's representative are aware of the fact that full functionality of the service requires the use of refreshed versions of the application as well as of the operating system and they undertake to update these regularly.

The Bank shall not be responsible for unavailability of the service and any and all damage that can result as the consequence of extraordinary and unforeseen circumstances to which the Bank could not have an impact, and which represent objective interferences for providing of the service. Objective interferences are considered to be any and all events that render the providing of the services, which are the subject matter of these General Terms and Conditions, difficult or impossible and are caused by interruption in telecommunication connections or in other communication channels, power outage, as well as force majeure, war, unrests, terrorist actions, strikes, action and regulation of any state or other authorised body, as well as any and all events of which the occurrence cannot be assigned to the Bank.

VI. FEES

The RaiConnect application use is subject to a fee charge in keeping with the Bank's Decision on Service Fees.

Excerpt from the Decision for private individuals is available in all branches and on the official website of the Bank www.rba.hr, in the form of the document PI Business Fees.

Excerpt from the Decision for business entities is available on the official website of the Bank www.rba.hr, in the form of the document Excerpt from the Tariff for Business Entities.

The User confirms to be familiar with the above fees and that they accept their implementation.

The User authorizes the Bank to, without any further approval or consent on their part, collect all fees from the previous paragraph by debiting all their accounts held with the Bank.

► VII. EXCHANGE OF DOCUMENTATION WITH THE USER

The RaiConnect service Users who are private individuals, shall take over and/or sign the overall pre-agreement and/or agreement documentation, which is required for the realization i.e. contracting of individual banking products and/or services arranged by using the RaiConnect application, at the Bank's branch at the arranged time.

In agreement with the relevant banker of the Regional SME Business, Users can select the Business Centre to which they wish to have their documentation delivered. In this case, the User shall take over and/or sign the overall pre-agreement and/or agreement documentation required for the realization i.e. contracting of individual banking and/or financial services arranged by using the RaiConnect application at the selected Bank's Business Centre and at the agreed time.

VIII. FINAL PROVISIONS

1. Data Protection

To the effect of executing the agreed service, the Bank collects and processes data of the User and the User's representative, including also their personal information, which refers to all messages, audio and video calls, documents, screen displays and other actions i.e. forms of communication of the User and the User's representative created during the use of the RaiConnect application.

The RaiConnect application applies encryption, whereby the overall content exchanged through the application is completely protected. The content of the communication, which refers also to the personal data of the User and the User's representative, is encrypted by a random key at the moment of archiving, and the key itself is also encrypted. Such double encryption provides access to the content only to the authorised persons of the Bank, and renders it impossible for any other person to access such content in full.

The Bank collects and processes all personal information of the User and the User's representative in accordance with valid 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 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 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, the User 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 statutory 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 statutory 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.

2. Changes to the Agreement

The Bank retains the right to change these General Terms and Conditions. If the Bank changes the General Terms and Conditions, it will notify the User of that at least 15 days before these changes are to be implemented, in writing to the last registered address of the User, of which they notified the Bank, i.e. in another manner which the User and the Bank agreed for communication and statement delivery. If the User does not accept the amended changes, they shall have the right to cancel the RaiConnect service use without any charges.

If the User does not notify the Bank in writing by the proposed date of the changes of these General Terms and Conditions coming into force that they do not accept them, it shall be deemed that the User agrees with the changes.

The User shall deliver to the Bank the notification on non-acceptance of the changes and of the Agreement cancellation in writing, which shall include also a message delivered through the RaiConnect application, and the User who is also a user of the internet banking service can deliver such notification by authenticated message sent through that service.

3. Termination of the RaiConnect Service Use

Use of the RaiConnect service for the User Private Individual shall be terminated:

- by cancellation of the Agreement of the RaiConnect Service Use, which every contracting party can execute by a written notice sent to the other party, with an 8-day notice period. The notice period shall begin as on the day when the Bank submits for delivery the registered mail with notice at post office, i.e. when the User executes cancellation, as on the day when the statement of notice is delivered to the Bank at a branch or the mail registry office, i.e. when the Bank receives the statement of notice sent by post, in which case the User's signature on the statement of notice shall be certified with a public notary;
- by the User's Request for the RaiConnect service cancellation, signed by the User and delivered to the Bank, the use of the service ceasing at the earliest on the day of Request being received by the Bank at a branch or the mail registry office or through mail, and at the latest within 8 days from the day of Request being received by the Bank;
- by expiry of the Agreement of the RBA Package Use for Private Individuals.

Use of the RaiConnect service for the User Business Entity shall be terminated:

- by cancellation of the Agreement of the RaiConnect Service Use by the Bank pursuant to a written cancellation statement sent to the User, with an 8-day notice period. The notice period shall begin as on the day when the Bank submits for delivery the registered mail with notice at post office;
- by the User's Request for the RaiConnect service cancellation, signed by the User's representative and delivered to the Bank, the use of the service ceasing at the earliest on the day of Request being received by the Bank at a branch or the mail registry office or through mail, and at the latest within 8 days from the day of Request being received by the Bank;
- by expiry of the Agreement of the Transaction Account for Business Entities.

The Bank can terminate the RaiConnect service use to the User who is a private individual or a business entity without a notice period in the following cases:

- If the User defaults on the service use fee for three consecutive months;
- If the User defaults on any overdue monetary obligation from any facility or any account held with the Bank;
- If the User and/or their representative use the RaiConnect service contrary to these General Terms and Conditions;
- If the User and/or their representative violate any other provision of these General Terms and Conditions;
- If the User and/or their representative, at the Bank's request, do not deliver the requested data and documentation which are, in compliance with the valid regulations on prevention of money laundering and terrorist financing and/or the Bank's internal acts passed pursuant such regulations, necessary for establishing and/or continuing a business relationship.

In this case, the agreement shall be terminated as on the day when the Bank submits for delivery the registered mail with notice at post office.

Termination of the Agreement of the RaiConnect Service Use deactivates the RaiConnect application and it can no longer be used. In the case of repeated contracting and activation of the application through the same electronic mail address, all communication that was exchanged over a period of 3 years between the Bank and the previous User registered with the mentioned electronic mail address will be available to the User.

4. Resolving of Disputes and Coming into Force

The contracting parties will attempt at resolving their disputes by peaceful agreement. If a litigation is instituted before a court to the effect of resolving any disputes that may arise from the provisions of these General Terms and Conditions, the materially competent court in Zagreb will have jurisdiction.

Interpretation of the provisions of these General Terms and Conditions, as well as any potential dispute, shall be governed by the Croatian law.

These General Terms and Conditions come into force and are implemented as of 01/09/2023.