General Terms and Conditions for Business Mastercard Credit Card Issuance and Use

(implementation date 10/01/2018)

1. IMPLEMENTATION SCOPE

The *General Terms and Conditions* regulate the issuance and the use of the international Business Mastercard credit card (hereinafter: General Terms and Conditions).

These General Terms and Conditions are a constituent part of the *Agreement on Credit Card Issuance and Use* and *Annexes* to it, made between and by the Bank and the Client together with *Supplements* to the Agreement (hereinafter: Agreement), and along with the documents: *Decision on Business Mastercard Credit Card Interest Rates*, *Card Banking Fees for Business Entities*, and *Rules on Calculation of Interests and Fees*, together with any and all amendments and changes over time, all together constitute the *Frame Agreement*.

2. 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, Croatia. 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 are listed on the official web site of the Bank www.rba.hr. The Bank is licensed by the Croatian National Bank and is on the list of banks published on the CNB's web site.

Contactless Payment – The payment transaction authorized by swiping the Credit Card against the POS/EFT POS 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.

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 and/or signature and/or swiping of the card or any other payment instrument to the device featuring the functionality that allows this.

Credit Card Statement – The Credit Card Statement is written information to the Client on the amount of the granted Spending Limit, expenses made using all of the Credit Cards, including interests and fees, executed payment, total debt, Minimum Amount due, Credit Card Statement date and debt maturity date. Once a month the Bank delivers the Credit Card Statement to the Client to the correspondence address, or through the iDirekt service if the service was contracted pursuant to the submitted Request for Business Mastercard Credit Card Statement through RBA iDirekt Internet Banking.

Client – The Client is the business entity who entered into the Frame Agreement with the Bank.

Card User – The Card User is the private individual authorised by the Client to use the Credit Card as under the Supplement 1 to the Agreement.

Credit Card – The Business Mastercard credit card issued and owned by the Bank, which allows the Card User to pay for goods and services, 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.

Client's Spending Limit – The total spending limit is granted by the Bank pursuant to the Client's request. The granted spending limit is defined under the Agreement.

Card User's Spending Limit – The limit amount is set by the Client for every individual Credit Card under the S 1 in one of the following manners: a) every Card User has their respective Credit Card Spending Limit amount and the sum of all Credit Card Spending Limit amounts cannot exceed the Client's Spending Limit, or b) every Card User has their respective Credit Card Spending Limit amount equal to the Client's Spending Limit. In this case every Card User uses their respective Credit Card Spending Limit up to the available amount of the Client's unused Spending Limit. Data on the executed transactions, available amount of the Client's Spending Limit are available pursuant to the contracted mDirekt service.

mDirekt service – The mDirekt Credit Card service (receiving SMS) contracted for a mobile phone number allows the Card User to receive SMS messages of information on every transaction executed with their Credit Card as well as of information on the available Spending Limit amount, in real time. This service is not charged to the Client/ Card User additionally.
Minimum Amount – The percentage of the total debt in the Credit Card determined under these General Terms and Conditions, and which the Client shall pay until the maturity date given on the Credit Card Statement.
Frame Agreement – Includes the *General Terms and Conditions*, *Agreement on Credit Card Issuance and Use* and *Annexes* to it, *Supplements* to the Agreement (hereinafter: Agreement), *Decision on Business Mastercard Credit Card Interest Rates*, *Card Banking Fees for Business Entities*, and *Rules on Calculation of Interests and Fees*, together with any and all amendments and changes over time.
PIN – The abbreviation for Personal Identification Number, the secret personal identification number known only and solely to the Card User who uses it to authorize payment transactions.
Business Entity – A legal or natural person with registered business activity with seat in the Republic of Croatia or in the representative office of a foreign legal person in the Republic of Croatia.
Supplement 1 – Supplement 1 is a constituent part of the Agreement. By the Supplement the Client, among other, defines the Credit Card Statement delivery manner, the Contact Person and their respective information. Further, by the Supplement the Client defines the Card User, the Card User's status, Card User's Spending Limit. If any information of the said Supplement changes, the Client delivers to the Bank a new Supplement 1 containing the changed information in compliance with the rules for filling as under the Supplement.
Supplement 2 – Supplement 2 is a constituent part of the Agreement. By the Supplement the Client defines the contracting of the Uniqa insurance policy and/or the mDirekt service for an individual Card User. Along with the Client, the said Supplement is signed also by the named Card User, who, thereby, gives the required consents/Statements.
Sales Venue – A merchant authorised to accept the Mastercard and the Visa Credit Card as a cashless payment instrument for paying goods and services.
Billing Cycle – The period of time between billings, i.e. the period between the forming of two Credit Card Statements, except for the first Billing Cycle that starts as on the day of the Credit Card delivery to the Card User.
RBA Info e-mail – info@rba.hr
RBA Info telephone – Contact phone no. 072 92 92 92 (daily 0-24h), for the Client and/or the Card User regarding any card business information, and to report the loss, theft or misuse of the Credit Card, for national and international calls are available on the RBA Info web site.
RBA Info web – www.rba.hr
Slip – The receipt that the Credit Card User receives when buying goods and services, and on every occasion of cash withdrawal.
Agreement – Consists of the Agreement on Credit Card Issuance and Use and Annexes to it, made between and by the Bank and the Client together with Supplements to the Agreement.
Uniqa insurance policy – The contracted Uniqa insurance policy of the Card User covers compensation of expenses of required medical treatment and required expenses due to delayed flight or luggage when travelling abroad, death in accident. This service is not charged to the Client/ Card User additionally.

Replacement Card – The Credit Card delivered to the Client's Contact Person as replacement for a lost, stolen, damaged card, or in the case of their changing the name and/or surname.

3. SPENDING LIMIT, LIMIT RENEWAL AND DENIED USE

The total Spending Limit is granted by the Bank pursuant to the Credit Card Application, which meets the Bank's conditions, provides proof of secure and timely settlement of any and all expenses and liabilities arising from the Credit Card use.
The Decision on Granting Client's Spending Limit, as well as the Decision on Limit Renewal, is made by the Bank without any obligation to justify its decision to the applicant.
The granted Client's Spending Limit is defined under the Agreement, and the Client defines the distribution of it to Card User's Spending Limits by the Supplement 1 to the Agreement.
The Client's Spending Limit is granted in the kuna, for the period of up to one, or two years, as set under the Agreement. The Limit use begins from the month of the first Credit Card issuance provided all agreed conditions were fulfilled by the Client.
If the Client does not cancel the Spending Limit two months before the expiry of the current Spending Limit, fulfils their obligations towards the Bank duly, and if they delivered the required documentation at the Bank's request, the Bank's assessment of which documentation found no deterioration in the Client's financial standing, the Client's

Spending Limit is renewed for the period of up to two years. The Client accepts and agrees that when renewing the Limit, the Bank has the right to reduce the Spending Limit amount, if the circumstances affecting the Spending Limit amount decision change, such as the ability of the Client to settle their liabilities regularly, the Client's business regularity, of which an Annexe to the Agreement will be made.
During the Agreement life the Client undertakes to deliver additional security instruments and possible proof of fulfilling the conditions for further Client's Spending Limit use at the Bank's request.
Credit Card use lowers the available amount of the Client's Spending Limit or the Card User's Spending Limit for any and all expenses made with the Credit Card that is used in keeping with these General Terms and Conditions. By paying the spent portion of the Limit, the available Spending Limit is restored up to the amount of the respective Card User's Spending Limit or of the Client's Spending Limit.
The Bank can allow change in the amount of the Client's Spending Limit pursuant to the Client's written request, of which they are notified in writing. The Client shall make an Annexe to the Agreement for every change in the amount of the Spending Limit.
The Client shall keep track of the Credit Card use so as not to exceed the granted Client's Spending Limit. If the granted Client's Spending Limit is exceeded, the Limit overrun amount is due for payment in entirety with the first following Credit Card Statement.
Credit Card cash withdrawal is allowed within the scope of the 1-day ATM cash withdrawal limit, or 1-month limit, prescribed by the Bank.
For justified reasons the Bank can cancel the right to use the unused portion of the Client's Spending Limit and of the Spending Limits of all Card Users, of which it will notify the Client in writing. Justified reasons shall be deemed especially as follows:
- existing justified suspicion of unauthorised Credit Card use or fraud in connection to the Credit Card;
- the Client's and/or the Card User's failure to adhere to the regulations applicable to this or any other business relationship between the Client and/or the Card User and the Bank;
- the Client's and/or the Card User's business activity damaging the Bank's reputation;
- the Client's and/or the Card User's activity contrary to the coercive regulations of the RH and social morality;
- if any other circumstance arises that justifies the Bank's termination of the Frame Agreement in keeping with the General Terms and Conditions.

4. CREDIT CARD ISSUANCE

The Credit Card is issued to the Client who with the Bank entered into the Agreement with Supplements thereto, who delivered the security instruments as under the Agreement, and who fulfilled all conditions for the Credit Card use as under the Frame Agreement.
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 granting the Client's Spending Limit.
The Credit Card issuance requires that the Card User data are recorded in the Bank's system. The Credit Card is issued to the Card User's name and surname with the Client's name in accordance with the information provided for embossing on the Credit Card as under Supplement 1. The Credit Card is not transferrable and it is issued with a validity period of two 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 Credit Cards to the Client, to the attention of the Contact Person, by registered mail to the Client's address as under Supplement 1, and the Contact Person shall hand in the cards to the Card Users and inform them of these General Terms and Conditions.
The Bank delivers the PIN-s to the Card Users separate from the Credit Cards to the Client's address as under Supplement 1.
Upon receiving the Credit Card, the Credit Card User shall sign it. An unsigned Credit Card is invalid, and the Client and Credit Card User assume full responsibility for the damage made due to an unauthorized person using the Credit Card in the case the unsigned Credit Card is lost or stolen.
Before the expiry date embossed on the Credit Card, without any special request from the Client, the Bank issues a new Credit Card with a two-year validity, if the Client fulfils their obligations towards the Bank duly and does not cancel the Credit Card one month before the expiry of the current Credit Card. The Bank delivers the new Credit Card to the Contact Person by registered mail to the Client's address as under the valid Supplement 1 in the month of the expiry date of the current Credit Card. The expired Credit Card shall be destroyed and disposed of by the Card User. The Client assumes full responsibility for any and all potential expenses made with the expired Credit Cards.

5. PAYMENT OF LIABILITIES AND CREDIT CARD STATEMENT

The used Spending Limit, interests, fees and costs are paid in keeping with the provisions of the Frame Agreement. The Client undertakes the obligation to pay any and all expenses made with the Card Users' Credit Cards.

The Bank delivers the Credit Card Statement to the Client once a month to the correspondence address, or through the iDirekt service. The Client shall notify the Bank of any change in the correspondence address for the Credit Card Statement delivery in writing. Otherwise, any and all Credit Card Statements and other letters sent to the Client to the last address known to the Bank shall be deemed received.

The Client selects the amount of the used Spending Limit that they will pay, but this amount shall not be less than the Minimum Amount Due in the Statement.

The Minimum Amount Due that the Client will pay represents 3% of the Client's used Spending Limit, not less than HRK 400.00. The Client's used Spending Limit includes the amount of the outstanding debt from the previous billing cycle reduced for any and all payments made and increased for the sum of all debit transactions in the current billing cycle, and the sum of all fees for the current billing cycle. The Minimum Amount Due is increased for the following: a) 100% of the sum of all interests (regular interest, cash withdrawal interest, and default interest), b) the outstanding Minimum Amount Due from the previous billing cycle, and c) total Spending Limit override amount.

The Client shall make the repayment until the maturity date given on the Statement at the latest by paying to the Bank's account and/or by contracting direct debit for the transaction account with the Bank as under the Agreement. If the maturity date is not a working day, the Client shall make the payment on the last working day before the maturity date at the latest. When repaying the expenses

made by direct debit to an FX account, the debt amount on the Statement is converted to the FX at the Bank's buy rate as on the debt maturity date.

The Client can, at any time, make an early repayment of the debt on the Statement, without any fees charged. If the Client repays the total debt amount on the Statement by the maturity date, the Bank does not charge any regular interest.

An exception are the cash withdrawal transactions in the Bank's and outside the Bank's ATM and business network, for which amounts the fee and regular interest are charged from the withdrawal date until the Statement date. The Bank does not calculate and it does not pay any interests for an early repaid amount or for any surplus payment with regard to the total debt. The amount of the calculated interests is declared in the Statement.

6. INTEREST RATE

The regular interest rate is calculated for every individual debt amount used by using 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 billing cycle, and if the Client repaid any amount after the forming of the Statement, from the respective repayment date the interest is calculated for the remaining outstanding debt amount.

If the Client repays an amount lower than the Minimum Amount on the Statement, the repaid amount will be used to settle the interests first (regular interest, cash withdrawal interest, default interest), and the remaining repaid amount will be used to settle the remaining total principal debt.

The regular interests are calculated using the proportional method.

The regular interest rate is determined under the Decision on Business Mastercard Credit Card Interest Rates of the Bank.

The Bank calculates and charges interests at the regular interest rate for the cash amount withdrawn in the Bank's and outside the Bank's business network.

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

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

7. USING THE CREDIT CARD AND THE GRANTED SPENDING LIMIT

The Client is allowed spending up to the amount of the granted Spending Limit at most as agreed under the Agreement, or in keeping with these General Terms and Conditions.

The Card User is allowed spending at most up to the amount of the Spending Limit as defined by the Client. The Card User can start using the granted Spending Limit when they receive the Credit Card and the accompanying PIN.
The Card User whose name is embossed on the Credit Card is the only person allowed to use the Credit Card. The Credit Card can be used:

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

8. CONSENT FOR PAYMENT TRANSACTION EXECUTION

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

- by confirming/entering the PIN on an ATM or an EFT POS device;
- by signing the Slip in the case of particular EFT POS device types, in which case the signature on the Slip must be identical to the signature on the Credit Card;
- 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 device. 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 iDIREKT service tool or of a static password known only to the Card User.

The payment transaction for which the Card User gave their consent in one of the above manners is deemed an authorized payment transaction, and it is deemed that the execution instruction for any such authorized payment transaction is given by the Card User. The executed payment transaction is deemed to be authorized and that the Bank acted with due care until the Client/ Card User prove otherwise. After a payment transaction is authorized, the Card User cannot revoke it.
The Bank is authorized to refuse execution of a payment order initiated with the card in the event the card is used in a manner contrary to these General Terms and Conditions, such as e.g. granted Spending Limit override. The Card User is notified of a refused payment order execution immediately, and the information on the reasons for refusal and on the procedure for amending any mistakes that lead to the refusal will be made available to them in the Bank's branches or by calling 072626262.

9. FEES

The Client undertakes to pay to the Bank the fees in accordance with the Card Banking Fees for Business Entities, and Rules on Calculation of Interests and Fees, which documents are a constituent part of the Frame Agreement. The Client 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. 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. COLLECTION OF EXPENSES AND EXCHANGE RATE

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

The exchange rates applied by Mastercard Europe sprl are published on their official internet site www.Mastercard.com. The RBA exchange rate list is available on the official internet site of the Bank www.rba.hr, as well as in the Bank's branches.

11. NOTIFICATIONS AND COMPLAINTS

The Client can send to the Bank any complaints with regard to the Card business in writing within 10 days from the Statement date. Otherwise, the Bank deems that the Client agrees to the Statement and that no complaint has been placed. Complaints with regard to the Card an expense made do not release the Client from the obligation to pay the respective expense, but the Client has the right to a refund if the complaint is found justified.

The Client or the Card User shall notify the Bank of any unauthorized 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, or else they lose their rights with respect to any such unauthorized and/or irregularly executed payment transaction.

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

The Client or the Card User can send to the Bank any notifications or complaints concerning any such unauthorized and/or irregularly executed payment transactions in writing, and the written notification can be handed in at the Bank's branch or delivered by post to the above address of the Bank.

The mere fact that the Client sent to the Bank a notification concerning any unauthorized and/or irregularly executed payment transaction does not release the Client from the obligation to pay the respective expense. If in the process of resolving the respective complaint the Client proves that an unauthorized payment transaction was executed, the Bank will refund the assets in the amount of the unauthorized payment transaction increased for the pertaining interests and fees.

The Client 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 Client does not receive any information of the expense made by way of the Credit Card Statement, they shall notify the Bank thereof.

If the payment instruction for any unauthorized and/or irregularly executed payment transaction was placed via an ATM, and establishing the justification of the Client's complaint requires the ATM balance control, the Bank will refund the assets after the performed control finds the Client's complaint justified. If the Client requests that the ATM balance control is performed without any delay, the Bank will agree to this request and perform an extraordinary ATM balance control. If in the extraordinary ATM balance control the Bank finds that the request for any such assets refund was unjustified, the Client shall remunerate any and all expenses made to the Bank.

When, in keeping with the above provisions, the Bank refunds the assets of any contested transaction, and in the course of resolving the respective complaint subsequently the Client /Card User is found responsible for the transaction that is the subject-matter of the complaint, the Client shall settle the respective amount without any delay. By accepting these General Terms and Conditions, the Client agrees that the Bank charges the amount of the expenses from an extraordinary ATM balance control and the transaction amount that was refunded to them in the above manner, together with the pertaining interests and potential expenses, to any of their accounts held with the Bank.

The Bank is not responsible for the quality of the goods and services purchased with the Card. The Client is to address complaints with regard to the goods and services to the Sales Venue.

12. CREDIT CARD PROTECTION – LOST AND STOLEN CREDIT CARD

Immediately after receiving the Credit Card and the accompanying PIN, the Client shall undertake any and all reasonable measures to protect these, to keep the PIN, as well as other card features (e.g. card number, card expiry date, safety code on the back of the card) secret, and shall 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 data.

The Client or the Card User shall keep the Credit Card and the PIN secrecy with utmost care from unauthorized access, theft or improper use, and they are especially obligated to adhere to the following:

- sign the Credit Card immediately upon receipt;

- treat the Credit Card with equal care as cash and not leave it unattended;
- never give the card to another person for use;
- always keep the card in a safe place, protected from mechanical damage and magnetic fields (mobile phones, remote controls, loudspeakers);
- memorize the PIN and destroy the notification of the PIN, do not write the PIN down anywhere, especially not on the card, next to the card, in the mobile device, etc.;
- keep the PIN secrecy, and do not, in any circumstances, disclose the PIN to other persons, which includes also family members, the Bank, its employees, the police, legal authorities
- use the card in such manner so that no other persons can learn the PIN or any of its other security features, including, among other, protection the keyboard of ATMs, EFT POS devices or any other self-service device from view when entering the PIN or any other security feature;
- keep the Credit Card within their eyesight when using it, ensure that all actions with the card at a Sales Venue are performed in their presence and under their supervision, ensure that, if the card needs to be handed in to an employee of a Sales Venue, the employee manipulates the card in from of them only;
- provide the Credit Card security features only when using the Card on the Internet Sales Venues where this is an agreed manner of providing consent in keeping with these General Terms and Conditions;
- before providing the Credit Card security features on an Internet Sales Venue, check the authenticity and security features of the Sales Venue's web site where they intend to use the Card;
- avoid using the Card and the Card security features on any unverified web sites and on publicly available computers;
- perform Internet transactions only on computers or other devices that have adequate virus and malware protection;
- do not disclose any of their personal information, especially not the ID card number, the OIB/PIN, the passport number, etc. and also not the Card information (card number, card expiry date, other card security features such as the safety code, etc.) on any unverified web browsers, in telephone conversations with unknown or unverified persons, or in replies to unverified e-mails;
- keep secret from and prevent access of other persons, including family members, to the passwords, codes or other agreed procedures for registration or access to executing transactions through internet services (e.g. Google/Apple Store, Itunes, Amazon, etc.), which includes also keeping secret from and preventing access of other persons to the devices (computer, mobile phone tablet, etc.) on which the said data are stored;
- at the request of a Sales Venue, identify themselves by presenting a valid identification document.

The Bank warrants that the PIN is not contained anywhere in its documentation. The Client or the Card User shall report the loss, theft or misuse of the Credit Card without any delay to the Bank and request Credit Card blockade by calling 072 92 92 92, and they shall confirm the telephone notification of loss or theft in writing immediately as well.

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

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

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

The Client or the Card User shall not be responsible for the transactions from the previous paragraph if a transaction was executed after they had notified the Bank of loss, theft or misuse in keeping with the provisions of

these General Terms and Conditions, and if the Bank failed to provide the around-the-clock availability of the above telephone for reporting loss or theft or a payment instrument, except if the Card User acted fraudulently.
If the Client or the Card User finds the Credit Card after reporting it lost or stolen, they shall not use it but notify the Bank of that and return the Credit Card cut in half to the Bank immediately. Expenses made with any such found but invalid Credit Card shall be settled by the Card User. After receiving the written notification on loss or theft of the Credit Card, the Bank shall issue a Replacement Card to the Client. The cost of issuing the Replacement Card, as defined under the Bank Decision on Service Fees, shall be paid by the Client.
The Bank is authorized to block a Credit Card in the following cases:

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

The Bank will notify the Client of the intention and the reasons for blocking the Credit Card in writing, save if it is blocking the Credit Card at the Card User's request, to their last registered address, and/or by telephone or by an SMS message, if at all possible, before the blockade, and otherwise immediately after the Credit Card blockade.
The Bank is not obligated to notify the Client if any such notification would be contrary to the objectively justified security reasons, or contrary to the law.

13. REPRESENTATIONS AND WARRANTIES

By executing the Frame Agreement, the Client and every Co-Debtor, if any, each individually on their own behalf, represent and warrant herewith that:

1. financial statements, information in respect of property, encumbrances on the property, rights and obligations of the Client and Co-Debtor/s, their connected companies, including other any other data and documents submitted to the Bank are complete, true and accurate, and no material adverse fact has occurred since the date of making and/or delivery of such reports, data and documents;
2. any and all decisions, approvals or authorizations required pursuant to regulations or laws to enter into and execute the Frame Agreement on the part of the Client and Co-Debtor/s are existing, final and in full force and effect, and the Client and Co-Debtor have the full legal and business capacity to contract and execute the Frame Agreement;
3. no lawsuits, arbitration, legal or other proceedings have been initiated or threatened against the Client and/or Co-Debtor, and no event has occurred that may adversely affect their ability to perform the obligations as under the Frame Agreement;
4. contracting and executing the Frame Agreement does not violate any provisions of the articles of association, agreements, other contracts, articles of association, laws or regulations, decrees of any court or government body, applicable to the Client and/or Co-Debtor;
5. the Frame Agreement and any and all executive documentation has been signed by the authorised persons of the Client and Co-Debtor.
6. Every Co-Debtor, if any, together with the Client shall be responsible to the Bank for any and all obligations of the Client as under the Frame Agreement as the joint and several debtor of these obligations, in the sense of the Civil Obligations Act, under the same terms and conditions and in the same manner as the Client. Every Co-Debtor, if any, represents and warrants that they have exchanged an adequate consideration with the Client for this responsibility. Therefore, the Co-Debtor shall not place with the Bank any complaints in connection to the mutual relationships, recourse payments, existence and adequacy of consideration, etc. between the Client and the Co-Debtor. The contractual parties agree that the Bank's right is to fully or partly release the obligations of any of the Co-Debtors or desist from any receivables security instrument, and the Bank cannot be placed with any complaints with regard to this matter.
7. If the Client and/or Co-Debtor is an artisan, they shall be liable to the Bank for any and all obligations as under the Frame Agreement with any and all of their assets, both the assets incorporated into the craft and the overall other property of the craft owner that is not incorporated into the craft. If it is a joint craft, each and every individual co-owner of the respective joint craft shall be liable to the Bank for any and all obligations as under the Frame Agreement as the joint borrower of these obligations, in the sense of the provision of the Civil Obligations Act, both with the assets incorporated into the craft and the overall other property of the craft owner that is not incorporated into the craft.
8. that the Bank's claims as under the Frame Agreement shall be at all times pari-passu ranked to any unsecured (if the Bank's claims are unsecured) or equally secured (if the Bank's claims are secured) claims of any other creditor of the Client and the Co-Debtor, save if the respective claims are subject to priority settlement as under the law.

The above representations and warranties of the Client and the Co-Debtor shall be complete, accurate, relevant and true at all times until the termination of any actual or contingent claims payable to the Bank as under the Frame Agreement hereunder.

14. SECURITY INSTRUMENTS

To the effect of securing collection of any and all liabilities arising from the use of the Business Mastercard Credit Card, the Client and every Co-Debtor, if any, shall, each individually on their own behalf, deliver to the Bank the agreed security instruments as under the Agreement.

The security instruments received by the Bank from the Client and the Co-Debtor, if any, can be used by the Bank to collect any overdue and outstanding claims from the Client and the Co-Debtor, if any, under any other legal basis, regardless of the time of any such claims incurrence, save to the extent as restricted pursuant to the coercive provisions of the applicable regulations.

The Client and every Co-Debtor, if any, agree that every amount, which amount the Bank collects by using any of the security instruments of the Client and of the Co-Debtor, if any, can be used by the Bank to settle any of its other claims from the Client and/or the Co-Debtor, which claims are overdue and outstanding at the time of collection against the security instruments, and in the order of claims collection as set by the Bank.

In the case of the Frame Agreement cancellation or of default in repaying the minimum amount, the Bank will activate the security instruments including also set-off of Client's and the Co-Debtor's assets in any and all accounts held with the Bank, without their respective specific consent.

The Client and every Co-Debtor, if any, agree and explicitly irrevocably authorise the Bank to, without their further approval or consent, debit any and all accounts of the Client and of the Co-Debtor, if any, held with the Bank to the effect of collecting the debt amount, any and all fees and made and actual expenses. If there are no sufficient amounts in the accounts of the Client and of the Co-Debtor in the currency of the respective claims, the Client and of the Co-Debtor, if any, agree that the Bank can convert other currencies in their respective accounts by applying the Bank's FX sell exchange rate as on the day of debiting the respective accounts.

15. CREDIT CARD CANCELLATION BY THE CLIENT

The Client can cancel the Frame Agreement at any moment by a written statement and by returning the Credit Cards to the Bank.

The Client cannot cancel the Frame Agreement without returning the Credit Card/s to the Bank.

Any and all amounts due or to be due by the Client to the Bank, including the used Spending Limit, interests, expenses and other fees become overdue and payable immediately as on the moment of cancellation.

16. CREDIT CARD CANCELLATION BY THE BANK

The Bank can cancel the Frame Agreement with immediate effect if the Client violates the agreed provisions, especially in the following cases:

- If two subsequent monthly Minimum Amounts as given on the Credit Card Statement were not repaid regularly;
- If the Client overrides their Spending Limit, or if the Card Users override their respective Spending Limit, save upon the Bank's consent;
- If the Client fails to pay or defaults in paying any cash and/or non-cash contractual obligation in relation to any current or future placement that the Client is using or will use with the Bank, as well as any contractual obligation in relation to any security instruments as under any placement that the Client is using or will use with the Bank;
- If the Client does not accept amendments and changes to the Frame Agreement or does not contract the Annexe to the Agreement within the deadline set by 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 Client's ability to fulfil their obligations regularly.

The Bank cancels the Frame Agreement in writing by a Notice of Cancellation. The Notice of Cancellation is sent to the Client and the Co-Debtor, if any, by registered mail with return receipt to their respective addresses as in the Agreement title, or to the address of which the Client and/or the Co-Debtor subsequently notified the Bank in writing explicitly as notice of address change. Any such Notice shall have legal effect as on the moment of its sending.

Any and all amounts due or to be due by the Client to the Bank, including the used Spending Limit, interests, expenses and other fees become overdue and payable immediately as on the moment of cancellation, and the Bank has the right to activate the security instruments.

Cancellation effected to the Client causes the overall Bank's claims from the Co-Debtor, if any as on the moment of the Frame Agreement cancellation, to become overdue, all Credit Cards cease to be valid, shall not be used, and any and all expenses made by any such Credit Card shall be paid by the Client in full. As on the moment of the Frame Agreement cancellation the Client shall cut the Credit Card in half and return them to the Bank immediately.
The Client agrees that the Bank can debit the Client's transaction account held with the Bank for any and all outstanding debts, and any and all transactions made before the Frame Agreement cancellation that arrive as debit to the account after the agreement has ceased, until the total debt is settled.
The Bank can cancel the Frame Agreement without stating its reasons with a notice period expiring as on the last day of the month following the month in which the Notice of Cancellation was sent to the Client and the Co-Debtor, if any, by registered mail with return receipt to their respective addresses as in the Agreement title, or to the address of which the Client and/or the Co-Debtor subsequently notified the Bank in writing explicitly as notice of address change. Any such Notice shall have legal effect as on the moment of its sending.

17. COMMUNICATION

The Bank delivers the Credit Card Statement to the Client once a month. The Client who contracted the RBA iDIREKT service and Statement delivery receives their Statement through the RBA iDIREKT service.
Other written notifications delivered by the Bank to the Client pursuant to these General Terms and Conditions or regulations, and for which notifications no particular notification manner was agreed, are delivered to the Client in the manner agreed for the Statement delivery, and all provisions of these General Terms and Conditions applicable to the Statement delivery apply also to these notifications.
The Credit Card and the PIN, and the Statements and notifications where delivery by post was agreed, are delivered to the address that the Client stated as their correspondence address in the Supplement 1.
The Client shall notify the Bank of any change of address without delay. Any and all damage arising from due to failing to fulfil this obligation shall be borne by the Client.
The Statements and other written notifications delivered by the Bank to the Client by post as under these General Terms and Conditions will be deemed duly delivered if these were sent to the last address of which the Client has notified the Bank.
The Client can notify the Bank of any change of address or of another contact data for
correspondence in the agreed manner, in one of the following ways: in writing, by registered e-mail, by personally coming to any RBA branch during the branch office hours, by telephone through the Call Centre, and if the Client 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 Card User 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 Client and the Bank.
By accepting these General Terms and Conditions the Client 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 Statements) in the agreed manner, and to address them for the marketing purposes, if they agreed to this in writing.
Any and all damage 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 to the Client, save if the Client can prove that the Bank acted in extreme negligence. 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 Statements, in the manner that the Client agreed, and which includes delivery through the contracted RBA direkt service or by post to the address as in the agreement or to another delivered contact address of the Client.

18. 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 Client all or a part of its receivables and rights arising from the Frame Agreement (including also security instruments). The Bank will notify the Client on such assignment, transfer or pledge.

19. BANK SECRET AND DISPOSING OF DATA

The Bank shall treat any and all information, facts and circumstances that the Bank learns in the course of providing the services of Credit Card issuance and use and of granted Spending Limits to the Client as bank secret.
The Bank is authorised to collect the information it learns in the course of providing the above services to the Clients and Card Users, to process and use it in its business records, in which process the Bank shall treat the information in compliance with its legal obligations of keeping data secrecy.
The Bank will communicate the information that represent the bank secret only if this is permitted and/or directed under effective and valid coercive regulations and only to the persons, state and public bodies or institutions exempt from restriction of disclosing the bank secret, and in the manner as stipulated under the provisions of the Credit Institutions Act.
The Bank may communicate or deliver the information that represent the bank secret to third persons upon the Client's previous written consent, and only to the persons and only the information, facts and circumstances to which the written consent refers.
The Client and the Co-Debtor, if any, each individually on their own behalf, give their explicit consent to the Bank that it may forward the information of the Frame Agreement, the Client, the Co-Debtor, and any persons connected to them as well as the documentation to the central database of the Raiffeisen Group in the country and abroad, and that they agree that all Raiffeisen Group members can have access to the information and use it, and the Bank shall keep the secrecy of the said information.
The Client and the Co-Debtor, if any, each individually on their own behalf, agree that the Bank may forward the information/ documentation also to third persons to the effect of realizing the rights and obligations as under the Frame Agreement, its annexes, the accompanying documents, as well as forward the information to the legal entities established for the purpose of collecting and providing information on total amount, types and discipline in fulfilling liabilities of the customers with whom the Bank co-operates.
All signatories to the Frame Agreement who are natural persons state and warrant that they placed their personal information at the Bank's disposal of their own free will, and that they agree that the Bank may collect, use, process and forwards these to third persons in the country and abroad such as public notaries, courts, other institutions and bodies, attorneys, other persons performing collection activities, to the new creditor/s, Raiffeisen Group members, legal entities established for the purpose of collecting and providing information on total amount, types and discipline in fulfilling liabilities of the customers with whom the Bank co-operates, and to other legal that and natural persons in keeping with the legal provisions, and in connection to the realization of the rights and obligations as under the Agreement, its annexes, the accompanying documents and legal requirements.
All signatories to the Frame Agreement agree that all information and documentation placed at the Bank's disposal by contracting this Frame Agreement, as well as the information that the Bank learns in the course of executing this Frame Agreement and the personal information that the Bank collects pursuant to regulations, can be further processed, used in the Bank and Raiffeisen Group members in the country and abroad and disclosed to the effect of processing or provided for use to the effect of preventing money laundering and terrorism financing, to the effect of determining the FATCA status and fulfilling the obligations arising from the CRS or the FATCA[1] regulations, and that the respective information can be used and communicated, in keeping with the regulations, to the effect of reporting to the tax administration of the residence countries of their tax payers for the purpose of implementing the CRS or FATCA regulations.

20. AMENDMENTS TO THE AGREEMENT

The Bank retains the right to make amendments to the Frame Agreement.
The Bank will notify the Client of amendments to the Frame Agreement at least 8 (eight) days before the amendments are implemented, in the manner as defined under the provisions of *Communication* in these General Terms and Conditions.
If the amendments to the Frame Agreement concern the General Terms and Conditions, Decision on Business Mastercard Credit Card Interest Rates, Card Banking Fees for Business Entities, and/or Rules on Calculation of Interests and Fees, and the Client does not notify the Bank in writing of the Frame Agreement termination and does not deliver to the Bank the Credit Cards cut in half, it shall be deemed that the Client accepted the respective amendments thereto.
If the amendments to the Frame Agreement concern the Agreement on Credit Card Issuance and Use, the Bank will invite the Client to contract an Annexe, save in the case of amendments to the Decision on Business

[1] The FATCA (Foreign Account TAX Compliance Act) status is given to a person who is identified with any of the indicators for which the respective person is subject to the said U.S. tax regulation on foreign accounts, directed at prevention of the U.S. tax-payers to avoid paying taxes by using foreign accounts. The text of the Act is available at www.irs.com

Mastercard Credit Card Interest Rates. In its invitation letter the Bank will set a deadline for contracting the Annexe.
If the Client does not accept the proposed amendments and/or does not contract an Annexe, they shall have the right to cancel the Frame Agreement and the Credit Card use at no charge.

21. JURISDICTION AND GOVERNING LEGISLATION

The contractual parties shall attempt at resolving their disputes by mutual agreement. If court proceedings are instituted, the court in Zagreb shall have jurisdiction. The Croatian law shall be governing, except for its conflicting provisions.

22. NOTICE

These General Terms and Conditions, Supplement 1, Supplement 2, Card Banking Fees for Business Entities are published and available on the official web site of the Bank www.rba.hr.
The Bank will make available any and all amendments to the above on the official web site of the Bank duly.

23. IMPLEMENTATION

These General Terms and Conditions come into force as on 10/01/2018 and are applicable to all Business Mastercard Credit Cards issued pursuant to the Agreements made as of 10/01/2018, save if the respective Agreements define otherwise.