

## **General Terms and Conditions for the Use of RBA DIREKT Services for Business Entities**

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## I. Introduction

1. These General Terms and Conditions regulate the rights, obligations and terms of using the RBA DIREKT SERVICES which the Bank provides to Clients holding a Transaction Account with the Bank.
2. These General Terms and Conditions are available in the written form in the Bank business network and on the Bank's official website [www.rba.hr](http://www.rba.hr).
3. Individual terms used in these General Terms and Conditions shall have the following meaning:

Bank	<p>Raiffeisenbank Austria d.d.  Magazinska cesta 69  10000 Zagreb  Hrvatska  Tel: +385 1 45 66 466  072 92 92 92  Fax: +385 1 48 11 624  E-mail: <a href="mailto:info@rba.hr">info@rba.hr</a>  Internet: <a href="http://www.rba.hr">www.rba.hr</a>  <b>Swift:</b> RZBHHR2X  <b>IBAN:</b> HR0624840081000000013</p> <p>The Bank is registered with the Commercial Court in Zagreb under the registration number MBS: 080002366, OIB: 53056966535. All outlets of the Bank are listed on the Bank's official website <a href="http://www.rba.hr">www.rba.hr</a></p> <p>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, mBIZ, mDIREKT and MultiCash.
Client	Any business entity holding a Transaction Account with the Bank and contracting the use of the RBA DIREKT service with the Bank.
Device User	Person authorised by the Client for disposing of assets in the Client's RBA Transaction Account, and issued with the Device to access the respective Client's Transaction Account at a particular allowed authority level, by way of the agreed RBA DIREKT service.
Application	The application form for RBA iDIREKT service use and issuance of the FINA Certificate for business entities and/or any other Bank form for contracting the RBA DIREKT service use.
Device	Activ Key USB / SmartCard with the FINA Certificate, token, or any and all other Devices which the Bank hand in to the Client and/or Device User for the purpose of accessing the contracted RBA DIREKT service. The device is used for Client and/or Device identification. The Device is a payment instrument owned by the Bank. The Bank is not the owner of the mobile device on which the software support (application) for the use of mBanking/mToken is installed.
Agreement	Agreement on use of RBA DIREKT SERVICES which includes the Application for Use and the General Terms and Conditions, made between the Client and the Bank as the RBA DIREKT SERVICES provider, and constitutes a part of the Frame Agreement pursuant to which the Bank opened the RBA Transaction Account for the Client. The General Terms and Conditions and the Instructions for Use are available to the Client and/or Device User on the Bank's website and at the Bank's retail outlets.
FINA	Financial Agency
FINA Certificate	Two business certificates, an authentication/encryption certificate and a signature qualified certificate, which is, in the meaning of the Electronic Signature Act, an electronic certificate issued by the FINA, whereby the advanced electronic signature is verified.
PIN	Personal secret number known only and exclusively to the Device User, and which number is used to access the Device and for Client and/or Device User identification.
mBanking	Service intended for the Bank's clients (business entities) Device Users who wish to use the internet banking functionalities available on their mobile phone.

mToken	Device consisting of the User'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 Bank's tool (e.g. USB, Smart Card, token, etc.) for the purpose of authentication and authorization.
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## II. General provisions for RBA DIREKT services

4. Any business entity holding a Transaction Account with the Bank, to whom the Bank approved the Application, can become an RBA DIREKT service user.
5. The Client contracts the RBA DIREKT service use by having their Application submitted by an authorised person. By signing the Application the Client confirms that the Bank provided them with any and all information regarding the RBA DIREKT service, and that also any and all documents pertaining to the Agreement were made available to them. The signature on the Application form represents the Client's confirmation that they are familiar with the rights and obligations arising from the made Agreement and that they agree to these rights and obligations. The Application signed and verified by the Bank is considered the Bank's confirmation of the contracted RBA DIREKT service. The Agreement on the RBA DIREKT service comes into force, and the contracted RBA DIREKT service is activated after collecting the fee for activation of the arranged RBA DIREKT service. If the Client fails to ensure the assets for the fee collection with respect to the arranged RBA DIREKT service, the Bank can terminate the Agreement and request that the device is returned. The Bank retains the right to reject a Client's Application for contracting an RBA DIREKT service without supplying any explanation for such decision.
6. A Client who is unable to personally contract an RBA DIREKT service or manage a contracted RBA DIREKT service or Device that require the Client's personal presence<sup>1</sup> in the retail outlet for identity control, can authorize a third person by a special power of attorney to execute the necessary intervention with the Bank in their name and for their account. The Device User who accesses the RBA DIREKT service by using a Device with the FINA Certificate must be present in personally at the Bank when arranging the FINA Certificate, for the purpose of identification.
7. If the FINA refuse to issue the Certificate to particular persons for whom the Client requested contracting of the RBA iDIREKT service accessed by way of a Device with the FINA Certificate, the Agreement will become effective, and the Client's request for issuing the Device with the persons to whom the Certificate was rejected will be considered revoked. If the FINA refuse to issue the Certificate to all persons for whom the Client requested contracting of the RBA iDIREKT service, it will be considered that the Client withdrew their Application for contracting the RBA DIREKT service.
8. Depending on the type of the agreed RBA DIREKT service, the user package is sent by registered mail with return receipt to the Client's correspondence address, or it is taken over in person at the Bank. The Device to which the Device User downloads the FINA Certificate is handed in personally to the Device User when submitting the Application. The Device User downloads the RBA mBIZ application from the Apple AppStore and Google Play themselves.
9. The PIN and the Devices are sent separately with a three business days time span, except in the case of delivering the PIN for a Device with the FINA Certificate that is sent by the FINA to the e-mail address stated in the respective Application or by post. The Device User themselves create the PIN for the RBA mBIZ service use.
10. When contracting an RBA DIREKT service, the Bank offers a particular range of services which the Client accepts by signing the application. The services are listed and described in the Instruction for the use of the respective RBA DIREKT service and/or Device published on the Bank internet site [www.rba.hr](http://www.rba.hr) and which instructions represent a constituent part of the Agreement. The Bank retains the right to amend the range and content of services without any previous notice. Any and all amendments to the range and content of the RBA DIREKT services the Bank will publish on their official internet site. By signing the Application, the Client

<sup>1</sup> The personal presence at the Bank retail outlet for the purpose of identity control is required for contracting a service or making particular amendments to a previously contracted service, taking over the Device and the PIN, and unlocking the Device.

agrees to such amendments and accepts them in entirety. 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.

11. In accordance with the above item, and by accepting these General Terms and Conditions, the Client gives their consent and authorises the Bank to implement, define, revoke or change the financial limits for the payment orders placed with the Bank to be executed through the RBA DIREKT service supporting such functionality. The Bank will notify the Clients on any implementation, defining, revoking or changing the financial limits set by the Bank in keeping with the authority as set under this item by delivering a written notification via the RBA DIREKT service to which the respective financial limit refers, if such service supports such particular notification manner, and otherwise, in the manner in which the Client is notified of executed payment transactions and in general on movements in the Transaction Account balance.
12. For the purpose of identifying the Client and/or the User of the Device, increasing service quality, blockade of the Device or a service, and for security and other reasons, the Bank retains the right to record legally any and all conversations referring to the RBA DIREKT service. 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, and that, in the case of a potential dispute, the respective recorded conversations can be used as evidence.

### **III. Obligations of the Client**

13. The Client and the Device User undertake to keep the Device and the secrecy of the PIN from misuse, unauthorized access, theft or irregular use with utmost care, and confirm that they are familiar with the provisions of the Act on Electronic Signature and the sub-legal acts passed pursuant to the respective Act. The Client and the Device User undertake not to write down the PIN or other personalized security features on paper, electronic or other media, or communicate them to other persons. The Device will be used exclusively by the Device User personally, in the manner defined under the Instruction for the use of a particular RBA DIREKT service and/or device, and under these General Terms and Conditions. The Client undertakes to inform the Device Users of any and all rights and obligations arising from these General Terms and Conditions and the documents mentioned herein. The person authorized to represent the Client by their signature on the Application irrevocably accepts any and all responsibility for the possible misuse of the RBA DIREKT service by the Device Users as well as by any third persons for whom the Bank is not responsible. The Client is responsible for the legitimacy and accuracy of all payment order data and will bear the risk of incorrect data entry and service misuse in their own environment.
14. The Client will deliver to the Bank any and all changes in correspondence / communication data 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.
15. If the Client accesses the RBA iDIREKT service via the Device with the FINA Certificate, they must without delay notify the Bank of change of the company, organization or legal status, activity, OIB, or any other relevant data, and submit the request for revoking the issued Certificates and apply for issuance of new ones by submitting a new Application. If the user changed their name and/or surname, the current FINA Certificate must be revoked as well, and a new one applied for by submitting a new Application. In the case of recalling the authority of any of the Device Users, the Client undertakes to notify the Bank of that fact, and without delay submit a request for revoking the Certificate issued to the Device User whose authority was recalled.
16. The use of the 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.

17. 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 and any other Device User undertake to adhere to the obligations prescribed under these General Terms and Conditions, the Instructions for Use of an individual RBA DIREKT service/Device and the latest security recommendations published on the Bank's Internet site along with all the changes and amendments to these. The Bank guarantees to the Client that the PIN is not recorded in their documentation and that the communication through the RBA mBIZ, RBA iDIREKT and the RBA DIREKT MultiCash is encrypted.
18. A payment order placed with the Bank through the RBA DIREKT service including this functionality is electronically signed and is considered an authorized order placed in the name and for the account of the Client until the Client proves that they have not authorized any such order although they adhered to any and all the obligations prescribed under these General Terms and Conditions, the Instructions for Use of an individual RBA DIREKT service/Device and the published security recommendations valid at the time of the respective payment order authorization as well as any and all other documents to which these General Terms and Conditions refer. The manner in which the Client consents to a payment order execution is described in the Instructions for Use of an individual service that includes this functionality, or in these General Terms and Conditions for the Cash Withdrawal Order.
19. 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. Payment order execution is regulated under the General Terms and Conditions of Managing Transaction Accounts of Business Entities.

#### **IV. Loss, unlocking and replacement of the device**

20. In the case of theft, loss, suspected misuse of the Device, or compromised computer hardware or software through which the Device User 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 of the mobile telephone on which RBA mBIZ application is installed or for which the RBA mDIREKT service is contracted, the Client and/or the Device User shall immediately request blockade by calling 072 92 92 92 (for international calls +385 1 65 91 592), at service to Clients from 00:00 to 24:00 hours.
21. At the Client's and/or the Device User's request the Bank shall, depending on the reason for blockade, immediately initiate the blockade of the individual Device or the entire respective RBA DIREKT service. Any Device blocked due to reported theft or loss, can no longer be activated, and a new one is to be applied for. The Bank shall not be responsible for any damage that may occur to the Client due to the blockade of the Device and/or the RBA DIREKT service, or for any damage that has occurred to the Client before the report of loss, theft or suspected misuse was received. The Bank will execute any and all unexecuted but not cancelled payment orders that had been placed before they received the Client's request for the blockade of the Device and/or the RBA DIREKT service.
22. The Device User who reported loss or theft of the Device with the FINA Certificate in keeping with item 20 of these General Terms and Conditions shall request in person, without any delay, that the Bank revokes the FINA Certificate and issues a new one. Upon revoking the FINA Certificate, the Device User will take over the new Device in person at the Bank by delivering the Application signed by the person authorized to represent the Client.
23. After multiple incorrect PIN entry, the Device will lock itself. A locked token or mToken can be unlocked at any of the Bank's retail outlets. When performing token unlocking, the Bank will identify the person authorized to represent the Client, or the mToken User.

24. Unlocking of the Device with the FINA Certificate is described in the instructions delivered to the Client in their respective user package.
25. A malfunctioning token can be replaced by the Client at any Bank's retail outlet nearest to them. The replacement token is sent by registered mail with return receipt to the Client's correspondence address in the manner as set in item 8 of these General Terms and Conditions.
26. Reactivation of the RBA mBIZ application can be performed by the Device User themselves through the RBA iDIREKT service by using a Device with the FINA Certificate or by requesting RBA mBIZ application reactivation at any Bank's retail outlet nearest to them.
27. Replacement of a malfunctioning token with the FINA Certificate can be performed only by the Device User personally coming to the Bank delivering the Application signed by the person authorized to represent the Client. In the mentioned case the procedure as set in item 22 of these General Terms and Conditions will be conducted.

## **V. Specific characteristics of individual RBA DIREKT services**

### **RBA iDIREKT**

28. RBA iDIREKT is a Bank service that provides the Client an on-line overview of the current balances and movements in Transaction Accounts<sup>2</sup>, execution and overview of financial transactions, currency exchange<sup>3</sup>, receiving account statements on the balances and movements in Transaction Accounts, overview of interests and fees, Notice of Inflow, etc., and an authorized manner of communicating with the Bank. The Bank can rely on the authenticity of such communication in good faith and without any responsibility whatsoever for any and all damage, and can act upon the Client's messages received through the RBA iDIREKT service. If the messages were authorized by the identification token, the Bank will act pursuant to these as if they were placed by the persons authorized to represent the Client, and pursuant to the messages authorized by using any of the personalized Devices, the Bank will act in keeping with the authority level of the respective Device User. The Bank will notify the Client of any potential inability to act pursuant to any of the received messages by a message sent through the iDIREKT service or in another appropriate manner.
29. The Client is aware and accepts the fact that the RBA DIREKT service is a service of the Bank, which service includes transfer through the internet and is therefore connected to all the usual risks related to the use of the internet. In order to achieve security in using the service, the Client and any other Device Users undertake to adhere to all obligations prescribed under these General Terms and Conditions, the Instructions for Use of the RBA iDIREKT service, as well as under any and all other documents which represent a constituent part of the Agreement or to which these General Terms and Conditions refer.
30. A payment order placed with the Bank through the RBA iDIREKT service is electronically signed and is considered an authorized order placed in the name and for the account of the Client until the Client proves, in keeping with item 18 herein, that they have not authorized any such order. Further, the Client can deliver a Cash Withdrawal Order to the Bank in the form of an authorized RBA iDIREKT service message, abiding the authorization level assigned to an individual Device User. In order for the Bank to act on any such order and disburse cash to the payee, in their message the Client shall state all the Cash Withdrawal Order elements and the information on the person to whom the cash is to be disbursed. By sending such a message to the Bank, the Client gives their approval to the Bank for the Cash Withdrawal Order execution. The Bank shall execute

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2 Overview of the current balances and movements in the Transaction Account provided by the RBA iDIREKT service is only informative, and cannot be used as official information on the balances and movements in the Client's Transaction Account. The Statement on Balances and Movements in the Transaction Account is the only official document of the Bank on balances and movements in a Client's Transaction Account.

3 A currency exchange order placed with the Bank through any of the RBA DIREKT services does not obligate the Bank to contract the requested transaction. A currency exchange order represents an offer to contract a transaction which becomes binding to the Bank only at the moment the Bank accepts it. The system message of a successful order receipt does not signify acceptance of the offer.



the Order if any and all requirements for its execution, as prescribed under the frame agreement regulating the RBA Transaction Account opening and management, are met, otherwise the respective order shall be rejected.

31. The Client accesses the RBA iDIREKT service by using the agreed Device. The Key USB /SmartCard with the FINA Certificate and the mToken are personalized Devices supporting all additional features included for an individual User of any such Device, e.g. a financial limit, obligatory signatory person, autonomy in placing orders with the Bank allowed to particular signatories, etc. The Client who agreed access to the RBA iDIREKT by way of the identification token can arrange access to the above services through one or several identification token devices. The identification token is issued in the Client's name and therefore it ensures an authorized manner of communication with the Bank to the Client. An identification token is not personalized and therefore it does not support additional features of individual Device Users such as the financial limit, obligatory signatory person, and autonomy in placing orders with the Bank allowed to particular signatories.
32. RBA iDIREKT service enables Clients to use the additional functionality of buying and selling shares in the funds managed by the Raiffeisen Invest d.o.o. company. The respective functionality will be available to the Clients who request the activation of the functionality by filling the Application for the Use of the RBA iDIREKT Service and Issuance of the FINA Certificate for Business Entities on which they will select the option *Raiffeisen Invest – buying/selling shares via iDIREKT Service*, or by filling another appropriate Bank form. By selecting the respective functionality, the Client accepts the following terms and conditions for use of the service:
- data on balance and transactions regarding shares in the funds managed by Raiffeisen Invest d.o.o. are available via the RBA iDIREKT service to all Users of the USB/SmartCard Device with the FINA Certificate with the authorization function.
  - all Users of the Device with the authorization function can perform the following actions in the name and for the account of the Client: place a share buy order in the open invest funds managed by Raiffeisen Invest d.o.o., place a share sell order in the open invest funds managed by Raiffeisen Invest d.o.o., place a share buy and sell order in the open invest funds managed by Raiffeisen Invest d.o.o.
  - buy orders will be executed if there is coverage in the Transaction Account for their execution. If the coverage in the account is insufficient, the order will be placed on the waiting list until the assets are made available or the order is cancelled by the User. The price of the fund share will be calculated at the share price set on the day of the cash payment inflow to the investment fund account. The minimum purchase order amount is defined under the Prospectus of the respective fund in which the shares are bought.
  - after receiving the Client's order, the Bank will forward the assets and the share buy order to Raiffeisen Invest d.o.o. and shall not be responsible or can in any way affect the execution of the order. A share buy order can be cancelled in compliance with the Prospectus of the respective investment fund.
  - after the fund share sale, assets will be paid to the requested account as set on the share sell order.

By activating the investment fund functionality, the Client confirms to be familiar with the Articles of Association and the Prospectus of the fund in which they buy/sell shares, and that they accept these in their entirety. By signing the Application, the Client confirms that the Bank has not provided them with any investment advice or recommendation, and that they are making the decision on investing into the respective fund individually. By selecting the *Raiffeisen Invest – buying/selling shares via iDIREKT Service* option, and by placing the fund share buy/sell order through the RBA iDIREKT service, the Client expresses also their consent that the Bank forwards to Raiffeisen Invest d.o.o. any and all data on the Client which data are required to execute the requested transaction, as well as any and all data which Raiffeisen Invest d.o.o. collect in keeping with the effective legislation, including data on authorized representatives of the Client as well as persons authorized to dispose of the assets in the account or authorize orders.

Raiffeisenbank Austria d.d. or Raiffeisen Invest d.o.o. can block or unilaterally terminate the possibility of using the Raiffeisen Invest functionality within the RBA iDIREKT Service to the Client in the following cases:

- if suspecting or detecting the possibility of the service misuse;
- in the case of violation or suspected violation of the provisions of the Money Laundering and Terrorism Financing Prevention Act, or of other regulations of the Republic of Croatia.

33. The FINA Certificate downloaded to the Activ Key USB/ SmartCard card must be renewed every 2 years. 30 days prior to the expiration of the Certificate the Bank will notify the Device User of the requirement to renew the certificate by a message directed through the RBA iDIREKT service. The Certificate renewal must be performed in keeping with the instruction for certificate renewal published on the Bank's internet site. If the Certificate is not renewed within the set period, it will no longer be possible to renew it, and, in order to continue further use of the respective RBA iDIREKT service, the Device User will have to submit a new Application for Use of the RBA iDIREKT Service and for the issuance of the FINA Certificate, as defined under the above provisions of these General Terms and Conditions. The issuance of a new Activ Key USB/ SmartCard device is subject to charging a fee in keeping with the Excerpt from the Bank Tariff for Business Entities.

## **RBA mBIZ**

34. RBA **mBIZ** is a business mobile banking service, allowing a range of banking services otherwise available through the internet banking. Along with a number of banking services available through the mBanking, the application also offers a separate functionality of the mToken. RBA mBIZ is available through the Bank's application for the Apple and Android mobile devices.
35. The RBA mBIZ service use via the Bank's mobile application requires Internet access on the mobile phone. The RBA mBIZ application can be downloaded from the Apple AppStore and Google Play. The Client is familiar with the fact that the RBA mBIZ application needs to be installed and updated from internet sites that the Bank does not own, and agrees that the Bank is not responsible for the possibility and the terms of use of the respective internet sites, nor is it responsible for the terms under which the RBA mBIZ application can be installed on the mobile phone. The Client shall bear any and all fees and expenses related to the installation and use of the RBA mBIZ application and of all its upgrades. The Client is familiar with the fact that the full service functionality requires use of the updated versions of the application and of the operational system.
36. After making the agreement, the Bank sends to the Device User the first part of the activation code to their e-mail address, and the mobile phone user receives the second part of the activation code by an SMS message to the agreed Device User's mobile phone number.
37. All RBA mBIZ service functionalities are described in the Instruction for use of the respective service. Overview of the current balances and movements in the transaction accounts provided through the RBA mBIZ is for information purposes only and shall not be used as official information of balances and movements in the Client's account.

A payment order delivered to the Bank through the RBA mBIZ or iDIREKT service, which service is accessed by using the mToken, is authorized by using the mBanking functionalities in the manner as described in detail in the Instruction for use of the said services.

After authorization, a message of successful payment order authorization action is displayed. The system message on successful receipt of payment orders does not mean that a payment order will be successfully executed. Executing payment orders is regulated by the General Terms and Conditions for business in transaction accounts of business entities.

A payment order delivered to the Bank through the RBA mBIZ service is signed electronically and is considered to be an authorized payment order of the Client as long as the Client, in keeping with item 18, does not prove that they have not authorized any such payment order.

38. The person authorized to represent the Client shall deliver to the Bank, on the appropriate form and in time, any and all changes to the number of the mobile phone on which the RBA mBIZ application is installed.
39. Intentional or accidental deleting of the RBA mBIZ application from the mobile device will render the activation of the application impossible by using the previously delivered activation codes, and therefore the activation or contracting process will have to be repeated.



## **RBA mDIREKT**

40. RBA mDIREKT is the information technology Bank service enabling the Client to receive information on the Transaction Account balance and movements via a mobile telephone in the form of a short SMS text message, as follows:
- once a day – in the morning, notice on account balance
  - during the day – in real time, notice on inflows to the account
  - during the day – in real time, notice on outflows from the account that were not initiated by the Client
41. The Client shall bear any and all damage that may occur due to loss, unauthorized use, or number change of the mobile phone to which the notices through RBA mDIREKT are received, as well as any and all damage that may occur due to non-adherence to the obligations as under these General Terms and Conditions and other documents that constitute this Agreement if they do not prove that the damage was, intentionally or due to gross neglect, caused by the Bank or an employee of the Bank while performing the entrusted tasks. If the Client, user of the RBA mDIREKT service wishes to terminate the service due to loss of or number change of the mobile phone, they shall notify the Bank of that in writing.

## **RBA DIREKT MultiCash**

42. RBA DIREKT MultiCash is a service that enables the Client to place foreign and domestic payment orders, overview movements, download statements of Transaction Accounts held with RBA, exchange currencies<sup>4</sup>, and receive various notifications. The service requires previous installation of the necessary software to the Client by a person authorized by the Bank. RBA Direkt Multicash is a Bank service that does not support financial limits determined for signatories. The method of providing consent for executing a payment order placed via RBA DIREKT MultiCash is described in the instructions for use.
43. For the purpose of using the RBA DIREKT MultiCash service, the Bank undertakes to install to the Client at their request the software support of the RBA DIREKT MultiCash system, exchange electronic keys, train the previously agreed number of the Client's employees for use of the RBA DIREKT MultiCash system, and ensure user support during business days<sup>5</sup> from 9 until 16 hours.
44. Installation of the RBA DIREKT MultiCash system initiates the testing phase that will last for 10 business days at the most, and the Bank will notify the Client of its termination by facsimile or in another appropriate manner on the last day of the testing phase. Upon the expiry of the testing phase, the Bank will receive and execute thus received payment orders automatically.
45. The Client shall use the RBA DIREKT MultiCash in the manner as prescribed under the instruction for use of the RBA DIREKT MultiCash service, which is a constituent part of these General Terms and Conditions. The Client shall be solely and exclusively responsible for the damage that occurs due to misuse of RBA DIREKT MultiCash by the Client's employees and any third persons for whom the Bank is not responsible, as well as due to malfunction of their own IT equipment and software as defined under items 16 and 17 of these General Terms and Conditions.
46. A payment order placed with the Bank through RBA DIREKT MultiCash is considered an authorized order placed in the name and for the account of the Client as defined under item 18 of these General Terms and Conditions. The Bank executes the orders on the requested value date in keeping with the Payment Transactions Cut-Off Time Schedule. If an order placed through RBA DIREKT MultiCash is received by the Bank after the required execution date, the Client consents and explicitly declares that the date of the order receipt at the Bank shall be considered the execution date of the respective order, and agrees that any such

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4 A currency exchange order placed with the Bank via the RBA DIREKT MultiCash service does not obligate the Bank to contract the requested transaction. A currency exchange order represents an offer for contracting a transaction that is binding for the Bank only upon their acceptance of the transaction. The system message on a successful receipt of an order shall not signify the acceptance of the offer.

5 A business day is any day from Monday until Friday except the holidays.

order is executed in keeping with the Payment Transactions Cut-Off Time Schedule. Any and all orders placed by the Client using the RBA DIREKT MultiCash service are electronically signed.

47. 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, but only that it has been received at the Bank. Payment order execution is regulated under the General Terms and Conditions of Managing Transaction Accounts of Business Entities.

## **VI. Final provisions**

48. By signing the Application, the Client warrants and guarantees that:

- they are a business entity validly incorporated and registered in the register of the competent body;
- there are no proceedings instituted or held against them directed at annulling the registration of any material circumstance regarding their legal status;
- they have full business and legal capacity to contract and execute transactions;
- any and all decisions, approvals that are required, pursuant to the regulations and acts of the Client for contracting and/or executing transactions, exist and are effective and fully valid;
- contracting and executing transactions does not violate any provisions of the Client's articles of incorporation, any by-laws, laws or regulations of any court or government body;
- the Application was signed by persons authorized to represent the Client;
- they have the required specific knowledge of placing and authorizing transactions by using the RBA DIREKT service and that they are familiar with the specific risks related to the execution of these;
- they will adhere to the user instructions, provisions of the General Terms and Conditions and other documents mentioned therein;
- they will read the messages sent by the Bank regularly, and follow and apply the Bank's security recommendations and rules;
- they will notify the Bank of any and all irregularities or unusual events in the operating of the RBA DIREKT service.

49. By accepting these General Terms and Conditions, all Device Users and applicants for use of the RBA DIREKT services give their consent that any and all personal data that the authorized persons placed at the Bank's disposal when contracting the RBA DIREKT services, as well as any and all data that the Bank learns of in the process of executing the Agreement on Use of RBA DIREKT services, can be further processed, used and disclosed for processing or communicated for use by the Raiffeisen Group members in the country and abroad for the purpose of creating a joint client database of the respective group, delivering informative offers on the services extended by the respective group, to the effect of preventing money laundering and terrorism financing, investigating and detecting frauds in the payment system and to the effect of resolving complaints. All Clients as well as Device Users and applicants for use of the RBA DIREKT services give their consent that any and all data on the Agreement on Use of RBA DIREKT services can be communicated to the FINA for the purpose of Certificate issuance.

If the Bank suspects or determines the possibility of misuse of the service by the Client, the Device User or third persons, or suspects compromised computer hardware or software through which the Device User 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, the Bank will notify the Client of that and can block the use of the Device and/or of the RBA DIREKT service to the Client. The Bank can also block the use of the Device and/or of the RBA DIREKT service if there are any outstanding receivables from the Client and/or if they determine or suspect the possibility of violating the provisions of the Money Laundering and Terrorism Financing Prevention Act, and of other regulations. In the case of the Device and/or of the RBA DIREKT service blockade, the Bank will refuse to execute the payment transaction placed by using the respective Device and/or of the RBA DIREKT service.

50. The Bank retains the right to, but previously announcing this by publishing on the Bank's Internet site or in any other appropriate manner, 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.

51. The Bank has the right to terminate the Agreement on Use of RBA DIREKT services, especially but not exclusively, in the following cases:

- if the Client fails to comply with the provisions of these General Terms and Conditions, the Instructions for Use of an individual RBA DIREKT service/Device, and the Bank's internet payments security recommendations or of any other document mentioned in these General Terms and Conditions;
- if the Client fails to execute or defaults with regard to any cash and/or non-cash liabilities under any existing or future agreement with the Bank;
- if any of the Client's statements explicitly given when contracting the Agreement on Use of RBA DIREKT services prove to be incomplete, inaccurate, 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 Use of RBA DIREKT services has been jeopardized;
- if the Client has not been using the RBA DIREKT service in the agreed manner, or if they have not used the service for over a year;
- if the Client becomes insolvent, halts payments, or there are records of unexecuted payment orders debiting the Client's account.

By termination of the frame agreement, pursuant to which the Bank opened and manages the Client's RBA Transaction Account, the Agreement on Use of RBA DIREKT Services will also be terminated.

52. When the Bank terminates the Agreement, the notice period is 8 (eight) days, and starts as on the delivery of the Notice on Termination to the Client by using the RBA DIREKT service that supports such functionality, or as on the day of delivery of the registered mail containing the Notice on Termination at the post office.

53. The Bank can terminate the Agreement on Use of RBA DIREKT Services with immediate effect especially, but not exclusively, if the Client does not comply with the provisions of the Agreement on Use of RBA DIREKT Services, the legislation regulating the electronic and payment system business, if the circumstances from item 51 of these General Terms and Conditions arise, if the Client fails to deliver the data and/or documentation requested by the Bank, and if the Bank suspects that the RBA DIREKT service is being used to the effect contrary to the mandatory regulations of the Republic of Croatia or the moral law, and if the Client by using the RBA DIREKT service damages the Bank's reputation, of which they will deliver a written notice to the Client through the RBA DIREKT service that supports such functionality or by registered mail.

54. The Client has the right to terminate the Agreement on Use of RBA DIREKT Services unilaterally without stating their reasons and without any notice period.

55. The Bank is not obligated to meet the request for the termination of the Agreement on Use of RBA DIREKT Services if the Client is obligated to return the items that are the Bank's property.

56. The orders placed by using the RBA DIREKT service that supports such functionality, and which have not been executed or cancelled by the time of the Agreement on Use of RBA DIREKT Services termination, will remain in the waiting sequence until they are executed or cancelled in keeping with the frame agreement regulating the opening and managing of the RBA Transaction Account.

57. For using the RBA DIREKT service the Client pays a fee in keeping with the Decision on Raiffeisenbank Austria d.d. Zagreb Service Fees, together with any and all amendments made thereto during the validity of the Agreement. The Client confirms that they are familiar with the respective Decision and accepts the amendments thereto. The overview of all fees for using the RBA DIREKT service is published on the Bank's official internet site and is available at request at all the Bank's retail outlets.

58. The Client agrees and 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 the assets in their accounts held with the Bank. The Bank retains the right to change the amount and/or the methodology of calculating fees. The notice on any change in the amount and/or the methodology of calculating fees will be published by the Bank on their official internet site at least 8 (eight) days before these are to be implemented.
59. The Bank is responsible to the Client for the damage caused intentionally or due to neglect of the Bank or any of the Bank's employees in performing the tasks entrusted to them. The Bank is exempt from any liability for the damage that arises due to an extraordinary and unforeseen circumstance which the Bank could not have had any impact on, and which represent objective defects for providing the services which are the subject matter of these General Terms and Conditions. Objective defects are considered to be any and all events that aggravate or prevent the providing of services which are the subject matter of the agreed RBA DIREKT service, and which defects were caused by vis major, war, riots, terrorist acts, strikes, interruption of telecommunication connections or other communication channels, cease of power supply, actions and regulations of any government or other authorized body, as well as any other events of which the occurrence cannot be attributed to the Bank. Defects are considered to be also the cease of functioning or irregular functioning of the National Clearing System, Croatian Large Value Payment System, the SWIFT and TARGET2.
60. The Bank is exempt from any liability also for the damage to the Client that arises due to the misuse of the computer hardware or software that the Client and/or the Device User use to access the agreed RBA DIREKT service as well as any and all damage that arises to the Client due to non-adhering to the provisions of these General Terms and Conditions, the Instructions for Use of an individual RBA DIREKT service/Device, the latest security recommendations published on the Bank's internet site or other documents mentioned in these General Terms and Conditions, and especially the obligations referring to the protection of the Device, computer hardware and software from any unauthorized access and malevolent applications.
61. The Bank is not responsible to the Client for a payment transaction not being executed, being executed irregularly or an unauthorized transaction being executed if these events occurred due to a fraud committed by the Client, the Device User or third persons for whom the Bank is not responsible, and also if these events occurred due to an incorrect data entry into the payment order.
62. RBA DIREKT services 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.). Payment order execution as well as executing other financial transactions placed through the RBA DIREKT service is not regulated under these General Terms and Conditions and to these the General Terms and Conditions of Managing Transaction Accounts of Business Entities are applied which are available to Clients on the Bank's official internet site and in the Bank's business network.
63. 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, Instructions for Use as well as other documents mentioned in these General Terms and Conditions. Any possible amendments to these General Terms and Conditions will be published by the Bank on their official internet site at least 8 (eight) days before these amended General Terms and Conditions are to be implemented. It will be considered that the Client agrees with the proposed amendments to the General Terms and Conditions and accepts them if by the proposed date of their coming into force they do not notify the Bank in writing that they do not accept them. The Client's written notice on non-acceptance of the proposed amendments to the General Terms and Conditions is considered to be a Notice on Cancellation of the agreed RBA DIREKT service, and the Bank will prevent further use of the respective service to the Client as on the day of the amended General Terms and Conditions coming into force at the latest. The Client undertakes to return at the Bank's request all the Devices that are the property of the Bank and which Devices they used to access the RBA DIREKT service. Exceptions to the above are the internet payment security recommendations that are applicable as of the moment when they are published on the Bank's Internet site. Apart from publishing on the internet site, the Bank can also notify Clients of any new requirements and security recommendations regarding internet payments in other appropriate manners.

64. These General Terms and Conditions together with the Instruction for the use of the respective RBA DIREKT service and/or Device and the Bank's documents mentioned under these General Terms and Conditions, are the constituent part of the signed Application, and together with the Application certified and signed by the Bank have the force of the Agreement between the Bank and the Client. By signing the Application the Client declares to be familiar with the General Terms and Conditions as well as with the documents mentioned therein, and accepts them in entirety, together with any and all future changes and amendments thereto.
65. In the case of a dispute between the Client and the Bank, the court in Zagreb will have jurisdiction.
66. These General Terms and Conditions come into force as on 1<sup>st</sup> June 2017. Upon the coming into force of these General Terms and Conditions, the General Terms and Conditions of Raiffeisenbank Austria d.d. for Use of the RBA DIREKT Services for Business Entities as of 15<sup>th</sup> December 2016 cease to be effective and valid.