

## Special terms and conditions on the revolving loan for Mastercard® Card

### 1. Scope

**1.1.** These Special Terms and Conditions on the Revolving Loan for Mastercard Cards (hereinafter: Special Terms) apply exclusively to the following Mastercard Revolving Card in the part that refers to the functionality of the revolving loan, and which can no longer be contracted:

- Mastercard Standard Card with contracted functionality of the revolving loan.

**1.2.** Unless they are given a different meaning herein, the General Terms and Conditions of the Blanket Agreement on Issuing and Using the Mastercard Card issued by the ECC (hereinafter: General Terms) shall have the same meaning as in these Special Terms and Conditions.

### 2. Revolving Loan

**2.1** By entering into the Blanket Agreement on Issuing and Using the Mastercard Revolving Card from Article 1.1. of these Special Terms, the ECC approves a loan to the Basic User i.e. Business Client (hereinafter: Borrower) in the amount defined by the Decision on Granting the Limit (hereinafter: Decision).

**2.2** The Borrower and the ECC agree that the term Billing Period, which is used in these Special Terms refers to the billing period between the issuance of two consecutive Monthly Statements, which are issued once a month for obligations incurred on the Basic Mastercard Card and linked Additional Mastercard Cards i.e. Business Mastercard Cards.

### 3. Term of the Revolving Loan

**3.1** The revolving loan is approved to the Borrower for the validity period of the Blanket Agreement, unless the Blanket Agreement is cancelled or the right of the Borrower to draw down the remaining amount of the revolving loan is terminated before expiry of the stated validity period.

### 4. Manner of Use of the Revolving Loan

**4.1** The Borrower and the ECC agree that the Basic User and each Additional User, i.e. Business User shall draw down the revolving loan at any time during the term for which the revolving loan has been approved.

**4.2** The available amount of the revolving loan can be withdrawn by the Borrower in amounts and intervals the User chooses. Drawdowns of the revolving loan amount may be made until the sum of incurred costs reaches the revolving loan amount.

**4.3** The costs that are not a part of the revolving loan amount are: direct costs charged on the Basic Mastercard Card and Additional Mastercard Cards, i.e. Business Mastercard Cards as billed by the ECC, such as interest on the revolving loan, default interest and ECC fees charged pursuant to the Decision on Fees for Mastercard Cards.

**4.4** The costs from the preceding paragraph of this Article as well as all other costs and obligations incurred on the Card, and which exceed the amount of the revolving loan, shall be settled by the Borrower in one transaction, by their maturity date.

### 5. Regular and Early Repayment of the Revolving Loan

**5.1** The Borrower undertakes to repay the revolving loan monthly to the ECC by paying at least 4% or other agreed minimum percentage of the used amount of the revolving loan, i.e. if that amount equals to or is lower than HRK 100.00, the Borrower agrees to pay HRK 100.00 (Minimum Revolving Amount).

**5.2** The Borrower can, at any given moment and without prior notification to the ECC, make an early partial or full repayment of the Revolving Loan, free of any charge.

**5.3** By repaying the Minimum Revolving Amount or by early repayment of the Revolving Loan, the principal of the used revolving loan is reduced i.e. the principal amount repaid in said instalments is released for another draw down.

### 6. Revolving Loan Fees and Interest

**6.1** The Revolving Loan is approved with an annual interest rate established under the Decision on Fees for Mastercard Cards, which is an Integral Part of the Blanket Agreement. The interest rate is fixed and calculated by applying a straight-line method on the calculation of interest on the basis of the actual number of days in a year (365/366 days) (hereinafter: Revolving Interest Rate).

**6.2** The ECC can at any moment unilaterally decrease the Revolving Interest Rate, at its discretion or due to legal limitations. The Borrower agrees that after the legal limitation of the Revolving Interest Rate is lifted, the ECC can recalculate the contracted Revolving Interest Rate.

**6.3** An effective interest rate (EIR) on the revolving loan has been established by the Decision on Fees and calculated assuming that the maximum amount of the revolving loan has been drawn down at once and that it will be repaid in 12 monthly instalments in their full amount. Different amounts and intervals of fund draw down, longer repayment period and payment of an amount different from the monthly instalment amount will result in a different calculation of the EIR.

## **7. Calculation of Revolving Interest Rates**

**7.1** The Revolving Interest Rate is calculated from the date the cost which is included in the used amount of the Revolving Loan was incurred until repayment.

**7.2** In case of an early repayment of the Revolving Loan in the amount greater than the Minimum Revolving Amount, the Revolving Interest Rate is calculated against the reduced amount of the Revolving Loan principal from the day of each individual payment.

**7.3** The Revolving Interest Rate is not calculated if the Borrower pays the entire remaining amount of the Revolving Loan drawn down together with all costs stated on the last Monthly Statement by the maturity date.

## **8. Right to Report on the Used Amount and Repayment of the Revolving Loan**

**8.1** The Borrower has the right, free of any charge, and upon a written request, to get a report on the used amount of the revolving loan and repayment plan from the ECC at the time the report is made and assuming monthly repayment of the Minimum Revolving Amount, including calculated Revolving Interest.

## **9. Consequences of Late Repayments**

**9.1** In case of an overdue payment of any Minimum Revolving Amount, statutory default interest shall be calculated against said amount from the maturity date to the payment date.

## **10. Right of the Basic User to Cancel the Revolving Loan**

**10.1** The Borrower is entitled to cancel the Revolving Loan within 14 days (fourteen) days from the date the Blanket Agreement is entered into, without having to state a reason, provided that the ECC received a written statement of cancellation from the Borrower before expiry of the fourteen day period, which can be delivered via registered mail, personal delivery to ECC headquarters or via email to [info@erstecardclub.hr](mailto:info@erstecardclub.hr).

**10.2** If the Borrower cancels the Revolving Loan, he/she shall settle the costs included in the Revolving Loan until the date of its cancellation, by the maturity date stated on the Monthly Statement.

## **11. Modifications and Cancellation of the Revolving Loan**

**11.1** The ECC can, without having to state a reason and at any moment, cancel the revolving loan by written notice to the Borrower with a two month notice period.

**11.2** The ECC is entitled, without prior notification, to terminate the Borrower's right to draw down the remaining amount of the Revolving Loan, which will take effect on the date of termination, in the following cases:

- a) If there is any reason to block or not issue the Card in accordance with the General Terms;
- b) If the risk that the Borrower will not be able to meet any of his/her payment obligations towards the ECC or related legal entities increases;
  - c) If the ECC establishes that the Revolving Loan was granted based on incorrect or incomplete information on the Borrower;
  - d) If the Borrower fails to timely inform the Additional User of the content of this Agreement and other related documents;
  - e) In other cases when the failure to terminate the Borrower's right to draw down the remaining amount of the Revolving Loan could cause damage to the ECC that would be hard to repair or could constitute mismanagement by the ECC in a different way.

**11.3** In case of termination of the Blanket Agreement, the outstanding principal amount of the revolving loan and interest shall become due on the next issued Monthly Statement.

**11.4** Anything not provided for in these Special Terms will be regulated by the General Terms.

## **12. Effective Date**

**12.1** Special Terms and Conditions on the Revolving Loan for Mastercard Cards shall take effect on 1st August 2022 and supersede Special Terms related to the Mastercard Revolving Card valid as of 1st July 2021, which were an integral part of the General Terms and Conditions of the Blanket Agreement on Issuing and Using the Mastercard Card No. OU-MC/02-2021/01.