

## General conditions of Komercijalna Banka AD Skopje for issuance and use of debit cards to individuals

### 1. Definitions:

- **General conditions:** general terms and conditions for issuance and use of debit cards of Komercijalna Banka AD Skopje;
- **Bank:** Komercijalna Banka AD Skopje;
- **International payment institutions** - Mastercard® Worldwide and Visa International;
- **Card:** Debit card issued by the Bank to the Cardholder;
- **Additional card:** card that upon request and authorization of the main Cardholder is issued to the additional Cardholder, who uses the funds from the main card account(s);
- **Cardholder:** an individual to whom the Bank has issued debit card and whose name is written on the card;
- **Main Cardholder:** Cardholder, holder of the accounts, who is charged for the expenditures incurred from use of the card;
- **Additional Cardholder:** Cardholder to whom additional card has been issued upon request and authorization from the main Cardholder;
- **Transaction account:** denar transaction account of main Cardholder opened with the Bank, which is credited/debited for the amounts of the transactions, expenses, fees and commissions and interests arising from use of the main and additional debit cards in the Republic of North Macedonia and outside the Republic of North Macedonia if Debit Mastercard World, Debit Mastercard and Visa Electron debit cards are used; or only in the Republic of North Macedonia if Maestro debit card is used;
- **Foreign currency account:** foreign currency transaction account of the main Cardholder opened with the Bank, which is credited/debited for the amount of the transactions, expenses, reimbursements and interest arising from use of the main and additional Maestro cards outside the Republic of Macedonia;
- **Balance available on the transaction account:** funds available (own funds deposited and the funds of the overdraft facility approved) less the funds reserved (for authorized and not charged transactions and reservations under different bases);
- **Balance available on the foreign currency account** - available funds (own funds) reduced for all reserved funds (for authorized and uncharged-off transactions and additional reservation in the amount of 10 EUR for possible commissions and fees);
- **Daily limit:** the amount, number of transactions and maximum amount per transaction, which can be used daily, in trade or as cash withdrawal;
- **Expenses:** all the debits for the amount of transactions, expenses, membership fees, fees and commissions and interest occurred from use of the main and additional cards;
- **ATM:** an electronic device that provides withdrawal of money in cash and other services, without engagement of the Bank's officers;
- **Point of sale:** any merchant having concluded Agreement for sale of goods and services and makes respective charges therefor with Mastercard Worldwide (Mastercard® and Maestro®) and/or Visa International;
- **POS terminal:** an electronic device installed at the points of sale or at the Bank's counters used for electronic execution of transactions;
- **PIN (Personal Identification Number):** secret personal identification number of the main or of the additional Cardholder used for identification when the cards are used at ATMs and POS terminals;
- **Working day:** any day on which the Bank and the financial institutions in the Republic of North Macedonia perform financial operations (The terms used in singular may also be used in plural and with definite article, without losing their defined meaning).

### 2. Card issuance process

- A card may be issued to any individual who fulfils the terms and conditions for issuing debit card and is citizen of the Republic of North Macedonia, as well as to an individual which is

not citizen of the Republic of North Macedonia but according to the law regulations has a treatment as resident;

- Debit Mastercard World, Debit Master Card and Visa Debit debit cards are all related to the transaction account of the applicant and any transaction made with any of the cards in or outside the Republic of North Macedonia shall be charged from this account;
- Apart from the transaction account, Maestro debit card is related to the foreign currency account of the applicant and any amount under transactions made in the Republic of North Macedonia shall be debited from the transaction account and under the transactions incurred outside the Republic of Macedonia from the foreign currency account;
- The applicant must have opened or must open a transaction account with the Bank or a foreign currency account in EUR for the Maestro debit card;
- The applicant shall submit the card application in person at the Bank, or online via the application link on the Bank's website.
- The applicant agrees that the Bank may check all the data given in the Application, as well as to obtain additional necessary information;
- The Bank shall decide on the card issuance, without having obligation to explain its decision to the applicant;
- If the applicant cancels issuance of the card after approval of his/her request and the card has already been prepared, the applicant shall be obliged to reimburse the Bank for all expenses occurred during the card issuing process;
- Upon receipt, the Cardholder has to sign the card, using ballpoint pen, with an identical signature as the one of the Application, transaction account and/or foreign currency account and the ID or passport. If the Cardholder does not sign the card, the risk and consequences arising therefrom shall be on his/her account;
- The card validity is indicated on the card. The Cardholder may use it only within the time frame indicated thereon.

### **3. Additional Cardholder**

- Upon request and authorization of the main Cardholder, the Bank may approve issuance of additional card. The main Cardholder may submit a request and authorization for issuance of additional card to an individual, which is not a citizen of the Republic of North Macedonia and/or has an ID for extended or permanent stay in the Republic of North Macedonia, only if the main Cardholder is the holder of the transaction account;
- All expenses occurred during the use of both main and additional cards will be debited from the account and foreign currency account of the main Cardholder;
- The main Cardholder may recall the authorization and terminate the rights for use of the additional card, notifying the Bank thereof in writing and returning the additional card cut in halves. In case the main Cardholder cannot obtain the additional card, the cancellation of the rights for use of the additional card will be carried out on the basis of the written notification, upon which the Bank will block the card and prevent its further use.

### **4. Card renewal**

- If the Cardholder adheres to the general terms and conditions and does not cancel the card extension at least 30 days prior to card expiry date, the card shall be renewed automatically and no request for renewal shall be required. The Bank shall keep the right, upon previous analysis, to replace the type of the client's debit card in his/her favour, in order to increase the advantages from the card for the client. The client needs not to sign an application for a new card for such a replacement;
- The Cardholder is obliged to pay attention to the card expiry date. If the Cardholder does not receive notification on card renewal until the end of the month designated as expiry date, the Cardholder is obliged to address the Bank;
- Cardholder is obliged to destroy (cut in halves) the old card;
- Annual fees for both main and additional cards shall be debited from the account of the main Cardholder.

## 5. Card usage

- The card may not be transferred to other persons and may be used only by the Cardholder whose name is imprinted thereon;
- The Cardholder may use the card for non-cash payments of goods and services at all points of sales in the Republic of North Macedonia and abroad, which bears Mastercard and or Visa marks;
- For all uses of Debit Mastercard and Debit Mastercard World debit cards abroad, the calculation is done in EUR, and the debit is done in denars on the Denar account of the User, at the middle exchange rate, according to the exchange rate list of the Bank, which are valid on the day of debit. When using the card abroad, the conversion of costs, from other currencies into EUR and from EUR to Denars, upon authorization of the transaction, is performed according to the courses of Mastercard Worldwide. Currency conversion costs are borne by the Cardholder. The costs related to any use of Debit Mastercard and Debit Mastercard World debit cards abroad are calculated in EUR while the collection thereof is made in denars, by debiting the denar account of the cardholder, calculated at **middle exchange rate**, as per the Bank's List of Exchange Rates applicable on the date of debiting. When using the card abroad, the costs conversion from other currencies into EUR and from EUR into Denars is made in accordance with the Mastercard Worldwide exchange rates, and with the transaction authorization. Currency conversion costs shall be on the account of the Cardholder.
- For all uses of the Visa Debit debit card abroad, the calculation is made in EUR, and the borrowing is done in denars on the Denar account of the User, at the selling rate, according to the exchange rate list of the Bank, which are valid on the day of borrowing. When using the card abroad, the conversion of costs, from other currencies into EUR and from EUR to MKD, upon authorization of the transaction, is done at the Visa International exchange rates. Currency conversion costs are borne by the Cardholder.
- The costs related to any use Visa Debit card abroad are calculated in EUR while the collection thereof is made in denars, by debiting the denar account of the cardholder, calculated at **selling exchange rate**, as per the Bank's List of Exchange Rates applicable on the date of debiting. When using the card abroad, the costs conversion from other currencies into EUR and from EUR into Denars is made in accordance with the Visa International exchange rates, and with the transaction authorization. Currency conversion costs shall be on the account of the Cardholder.
- To use the Maestro debit card abroad, regardless of the currency used in the respective country, the User of the foreign currency account must have euros. When using the card abroad, the conversion of costs, from other currencies into EUR, upon authorization of the transaction, is performed at the rates of Mastercard Worldwide. Currency conversion costs are borne by the Cardholder.
- For the purpose of using a Maestro debit card abroad, regardless of the currency used in the respective country, the cardholder is obliged to have sufficient Euros available on his/her fx account. When using the card abroad, the conversion of related costs from other currencies into EUR is made in accordance with the Mastercard Worldwide exchange rates, and with the transaction authorization. Currency conversion costs shall be on the account of the Cardholder
- To use the Debit Mastercard World card for non-cash payment of products and services at all points of sale in the Republic of North Macedonia and abroad, the Bank calculates a monthly refund, which is paid in the form of a Gift Card, at the moment when they accumulate 1,000 denars. For monthly realized turnover in trade up to 10,000 denars, the return on funds is 0.4% of the realized turnover, and for monthly turnover over 10,000 denars, 0.6% of the realized turnover. Any use of Debit MasterCard World card for non-cash payments for products and services at any POS in the Republic of North Macedonia and abroad is followed by a

Bank's calculation of refund, on monthly basis, available as a Gift Card at the moment when MKD 1,000 are accumulated therefrom. The Bank's refund for a monthly turnover realized in trade in the total amount of up to MKD 10,000 is 0.4% of the turnover realized, and for monthly turnover realized in the total amount of over MKD 10,000 it is 0.6% of the turnover realized.

- The card may be used for withdrawal of cash in the domicile currency at any ATM and banks in the Republic of North Macedonia and abroad, which bear Mastercard and/or Visa marks;
- The card may also be used for cash credits on a transaction account to which the card is connected through ATMs of the Bank.
- Card usage abroad shall be subject to Law on FX Operation and other provisions that regulate working with foreign currency;
- When a card is used at ATM, the Cardholder identifies himself with the PIN, while in POS terminal the Cardholder identifies himself with a PIN and/or signature, which has to be identical with the signature on the card;
- A copy of the purchase receipt shall be kept by the Cardholder for his/her own records;
- Any irregularity found on the receipt for executed transaction shall be subject to objection by the Cardholder directly at the moment of purchase, i.e. using the service;
- The Cardholder is obliged to keep all the documents related to payments performed with the card at least six months. At first demand of the Bank, if necessary, the Cardholder shall deliver them to the Bank;
- The Cardholder is obliged to identify himself through ID or passport upon the salesman request;
- Only the Cardholder is familiar with the PIN and it is necessary to keep the PIN strictly confidentially i.e. not to be available to third parties;
- The PIN must not be written on the card and no written trail should exist for the PIN relating to the card;
- If the PIN is lost or forgotten, the Cardholder should address the Bank for another issuance of the PIN.

## **6. Payment conditions**

- The Cardholder can use the card up to the available balance, at the moment of occurrence of the transaction or at the moment of debiting the account;
- The main Cardholder shall authorize the Bank to charge him/her for the expenses arisen from use of the main and additional cards from his account and foreign currency account, according to the currency;
- For collection all due and outstanding expenses which may occur on account and foreign currency account under use of main and additional cards the main Cardholder shall authorize the Bank without his prior consent to make orders and charges from all Cardholders' accounts opened with the Bank on his behalf;
- If the Cardholder does not receive statement of account for the debits regarding the expenses occurred within 60 (sixty) days from the date of card usage, he/she is obliged to notify the Bank immediately.
- The Bank determines daily limits for card usage, for which the Cardholder is informed at the moment of handing the card over. The Bank shall keep the right to amend the daily limits;
- Daily limit for each card may be determined at request of the main Cardholder for: trade and cash and these limits may be different from daily limits determined by the Bank. The request for change of daily limits is submitted ~~made~~ at the Bank's counters indicated for that purpose or by calling the Cards Contact Center telephone number indicated on the back of the card (02 / 3247-474) available 24/7 for any technical support. The daily limits may also be changed by the Cardholder himself/herself through Internet Bank or mBank application.
- The card may be used within the frame of the available balance i.e. up to the approved daily limits;

- The daily limit shall refer to the transaction account, i.e. cumulatively for both accounts, regardless of the currency, and depending on the type of debit card;

### **7. Reporting to the Cardholder**

- The Bank shall inform the Cardholder by statement of account for the total amounts of the transactions, expenses, fees and interests arisen from use of the main and additional cards;
- The Cardholder shall be obliged at least once a month to raise statement of account at the Bank counters i.e. in a way and at time frame set by the Agreement for account and foreign currency account;
- The Bank shall inform the Cardholder on produced card or PIN printing, on new and on existing Cardholders of the Bank by SMS, Internet Bank, statement of account or by contact center of the Bank.

### **8. Complaints**

- The Bank shall not take any responsibility for the quality and quantity of the products and services purchased with the card;
- Complaints regarding the quality and quantity of the goods and services purchased with the card are to be resolved at the points of sale;
- The Cardholder is obliged to pay the total costs regardless of the complaints;
- If the Cardholder finds that some of the expenses are incorrectly calculated and wrongly entered in the records, or that they don't belong to him/her, he/she can inform the Bank by submitting the accounts and all other relevant documents, which can be requested by the Bank;
  - The complaints, filled in the Bank's form have to be submitted at the Bank's counters designated for that purpose;
- All complaints should be submitted within 20 (twenty) days after the end of the month in which the entry of the transaction has been recorded. Otherwise, the Bank shall consider that the Cardholder has agreed with the expenses indicated in the statement of account;
- If the Bank finds the complaint justified, it shall credit the account of the main Cardholder, however, if the complaints are not justified, the Cardholder shall bear all the expenses occurred in the complaining process;
- The Bank shall determine the deadline for solving the complaints, in accordance with the rules of Visa International and Mastercard Worldwide.

### **9. Lost and stolen cards**

- The Cardholder shall bear all the legal consequences and responsibility in case of unauthorized card usage;
- The Cardholder shall be obliged to adhere to the safety measures during card usage (the card should be signed, the PIN code should be kept in secret separately from the card);
- The Cardholder shall be obliged to report lost or stolen card in the Bank on the phone 02/3247-474 immediately and to confirm the report under immediate written report to the Card Department of the Bank or in other organizational units of the Bank - branches or city-branches;
- In case of lost or stolen card, the Cardholder shall be held responsible for the expenses, which occur 300 minutes after the initial report for lost or stolen card;
- If the Cardholder does not follow the secrecy obligations or does not follow the safety measures during card usage, he/she shall be responsible for the cards abuse;
- The Bank shall issue a new card to the user upon receipt of a written request for the lost or stolen card. The expenses occurred for the new card issuance and/or PIN if the card is lost or stolen, shall be claimed from the Cardholder, according to the Decision on terms and conditions applicable to customers of the Bank;
- If the Cardholder finds the card after reporting lost or stolen card, he/she must not use it and has to cut it and deliver to the Bank. The expenses occurred by use of an invalid card shall be on account of the Cardholder.

#### **10. Termination of the right to use the card**

- The card is ownership of the Bank and upon its request the Cardholder is obliged to return the card cut in halves immediately. The card, which is expired or cancelled, must not be used. The Bank may decide to restrict the card usage right permanently or temporarily, or to decide to recall the card in the following cases:
  - When the Cardholder enters wrong PIN three times in a row;
  - When card is reported as lost or stolen if the Cardholder uses the card otherwise than the General Conditions;
  - When there is no cover for collection of the expenses on the transaction or foreign currency account, or the accounts are inoperative;
  - In all other cases as assessed by the Bank, without an obligation to state the reasons.
- The card can be kept at the point of sale and after that submitted to the Bank if the card is used by the person who is not signed as a Cardholder or if the Bank had given an order for taking the card away, or if the card is expired;
- If the Bank recalls the main card, all the other additional cards become non-valid;
- The main Cardholder may at any time recall the cards by submitting a written statement in the Card Department of the Bank and by returning the main and the additional cards;
- If the main Cardholder wants to recall the additional card, he/she has to inform the Bank by signing a written statement for recalling the authorization and has to return the card destroyed to the Card Department of the Bank;
- In the case of cancellation of the main or the additional cards, the main Cardholder is obliged to settle the outstanding liabilities under the card, occurred by the moment of cancellation.

#### **11. Fees and Commissions**

- All fees and commissions related to the card are charged in accordance with the Decision on Terms and Conditions Applicable to Customers. The transaction account and the foreign currency account are charged for the amount of fees and commissions calculated, according to the place of execution of the transaction and they are disclosed in the statement of the respective account.

#### **12. Miscellaneous**

- The General Conditions are an integral of the Application for card issuance and they have capacity of a Contract;
- By signing the Application the Cardholder accepts the General Conditions and states that understands and accepts them;
- The provisions of the General Conditions refer to the main Cardholder as well as to each additional Cardholder;
- The Bank and the International Payment Institutions reserve the right to introduce additional privileges / services for the cardholders, as well as to temporarily or completely cancel them without prior notice and consent of the Cardholder. If it is a privilege / service provided by an International Payment Institution, the Bank does not bear any responsibility for the fulfillment thereof. All privileges / services for cardholders, including their changes, will be published on the Bank's website.
- The Bank shall retain the right to amend the General Conditions as well as the Terms and Conditions Applicable to Customers of Komercijalna Banka and the Decision on interest rates according to the Bank's business policy and to inform the Cardholder accordingly through the Bank's web site or statements of transaction/foreign currency account;
- The Cardholder who does not agree with amendments of the General Conditions is obliged to return the card to the bank, cancelled. Thus, the agreement relation between the Bank and the Cardholder shall be terminated;
- If the Cardholder does not return the card within 15 days after expiry of the month in which the amendment of the General Conditions is announced, it shall be considered that the Cardholder accepts the amendments;

- The Cardholder shall be obliged to pay all the charges occurred up to the moment of termination of the agreement relation;
- The agreement rights and obligations for the Bank are applicable as from the date of submission of the application;
- Rights and obligations referring to the card usage are applicable as from the date of signing the receipt of the card by the Cardholder;
- The Bank shall not take any responsibility if the Cardholder cannot use the card in the following circumstances, which is beyond the Bank's control:
  - Technical problems with the equipment, system, telecommunications and electricity;
  - Strike or other extraordinary circumstances;
  - When the card is blocked at the point of sale or ATM or if the card is damaged;
  - When due to any reason, the card is not accepted by the point of sales, the Bank or ATM;
- The Bank undertakes to protect the personal data of the Cardholder, according to the law regulation;
- The Cardholder is obliged to notify the Bank immediately regarding any change of address, employment or some other data that might influence on the use of the card;
- If the Cardholder does not notify the Bank regarding change of address, the Bank's delivery at the initially given address by the Cardholder shall be considered as valid and accurate;
- Any card usage otherwise than the above mentioned provisions shall be subject to automatic confiscation of the main and additional cards, undertaking measures according to the law regulations. The total damage along with interest shall be on the account of the main Cardholder;
- Any dispute arisen between the Bank and the Cardholder shall be subject to the court competent for the Bank.