

General Conditions for issuance and use of MasterCard® chip credit cards of Komerčijalna Banka AD Skopje for individuals

Basic and General Rules for issuance and use of MasterCard® chip credit cards of Komerčijalna Banka AD Skopje for individuals are regulated by the General Conditions for issuance and use of MasterCard® credit cards of Komerčijalna Banka AD Skopje for individuals. The Particular Conditions for issuance and use of different types of MasterCard® Credit Cards for individuals are regulated by a separate Agreement between the Bank and the Cardholder.

1. Definitions:

- **Bank:** Komerčijalna Banka AD Skopje;
- **General conditions:** General Conditions of Komerčijalna Banka AD Skopje for issuance and use of MasterCard® credit cards for individuals;
- **Card:** MasterCard® credit card issued by the Bank to the Cardholder;
- **Additional card:** card issued to the additional Cardholder at request and authorisation of the main Cardholder who uses the funds from the accounts of the main Cardholder;
- **Cardholder:** an individual to whom the Bank has issued MasterCard® credit card and whose name is imprinted on the card;
- **Main Cardholder:** Cardholder, holder of the accounts, who is charged for the expenses occurred from use of the card;
- **Additional Cardholder:** Cardholder to whom additional card has been issued upon request and authorisation from the main Cardholder and whose name is imprinted on the card;
- **Account:** account of main Cardholder opened with the Bank, which is credited/debited for the amounts of the transactions, fees and commissions, and interest arising from using the main and additional cards;
- **Credit limit:** the total amount of the credit that Bank approves to the main Cardholder, the amount that is available on the main Cardholder account for all kinds of expenses occurred by the card use which is renewed depending on the credit card type;
- **Payment:** cash payment on account for settlement of the used credit limit;
- **Balance available on the account:** funds available (own funds deposited and the funds of the overdraft facility approved as a credit limit) less the funds reserved for authorised and not charged transactions;
- **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 on the amount of transactions, commissions, membership fees, fees and interest occurred by 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® International (MasterCard® and Maestro®);
- **POS terminal:** an electronic device installed at the points of sale or at the Bank's counters used for electronic execution of transactions;
- **Imprinter:** manual device for realisation of transactions, installed at the points of sale;
- **PIN (Personal Identification Number):** secret personal identification number of main Cardholder or the additional Cardholder, used for identification when the card is used at ATMs and POS terminal;
- **Working day:** any day on which the Bank and the financial institutions in the Republic of Macedonia perform their operations;
- **Agreement:** An Agreement regulating particular conditions and rules for issuance and use of different kinds of MasterCard credit cards of Komerčijalna Banka AD Skopje for individuals, concluded between the Bank and Cardholder;

- Above-mentioned terms used in singular in the General Conditions, Agreement and attached documentation may be used in plural without losing their defined meaning.

2. MasterCard® Credit Card issuance process and credit limit approval

- The Cardholder guarantees the truth of the data stated in the Application. Upon the submitted Application, the Bank approves the card issuance and credit limit to the main Cardholder. The amount of the credit limit is determined according to the Internal acts of the Bank. The Bank has no obligation to explain its decision. As collateral for total settlement of the credit limit on time, the Cardholder has to submit collateral instruments determined according to the Internal acts of the Bank;
- The card is owned by the Bank and may not be transferred to third parties. The validity term of the card is indicated on the card. The Cardholder may use it only within the period indicated thereon;
- Upon receipt of the card, the Cardholder has to sign the card, with an identical signature with the one signed on the Application and the passport. In case the Cardholder does not sign the card, the risk and consequences arising therefrom shall be at his/her account. The card that is not signed shall not be valid;
- The cards and PIN codes are taken by the Cardholder in person or they can be taken by an authorised person, with an authorisation duly stamped by a competent authority;
- The Bank issues an additional card upon the request and authorisation of the main Cardholder;
- The account of the main Cardholder shall be debited for all expenses arisen from the use of the main and the additional cards;
- The main Cardholder may recall the authorisation and terminate the right of using the additional card, notifying the Bank thereof in written and returning the additional card cut in halves. If the main Cardholder cannot have the additional card in possession, the procedure for cancellation of the right for use of the additional card shall be carried out on the basis of the written notification, upon which the Bank shall block the card and prevent its further use.

3. Card usage

- The card cannot be transferred to other persons and it can be used only by the Cardholder whose name is imprinted thereon;
- For payment of goods and services or cash withdrawal, the Cardholder shall sign a receipt for performed transaction (slip) at the point of transaction and the signature has to be identical with the signature on the card. The Cardholder keeps one part of the slip for his/her records. All the irregularities found on the receipt for performed transaction may be subject to objection by the Cardholder during the purchase i.e. provision of 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 is obliged to submit them to the Bank;
- The Cardholder is obliged to identify himself/herself by ID card or passport at request of the salesman;
- When the card is used at ATM, the Cardholder identifies himself/herself by a personal identification number (PIN), which is unique and confident. The PIN code is provided by the Bank along with the card issuance. Only the Cardholder is familiar with the PIN code and it is necessary to handle the PIN code in confidence i.e. not to be available for third parties. The PIN code must not be written on the card and no written trail for the PIN code may be connected with the card;
- If the PIN code is lost or forgotten, the Cardholder should contact the Bank for issuance of another PIN code.

4. Fees and Interest

- All fees, commissions and interest arising from use of the card are determined by the Decision on terms and conditions of the Bank and the Decision on interest rates of the Bank and the same are subject to change in accordance with the Bank's Business Policy and are accessible on the Bank's web site or at its counters;
- The main Cardholder account is charged for the amount of the accounted fees, commissions and interest.

5. Reporting to the Cardholder

- The Bank shall advise the Cardholder of any changes on the account as well as of any other changes related to the card use by a monthly statement that he/she takes at the Bank counters and/or in electronic form (by the Internet Bank).
- 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.

6. Lost card

- The Cardholder shall bear all the legal consequences and responsibility in case of unauthorised 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 3 133-152 immediately and to confirm the report under immediate written report to the Card Department of the Bank or in other organisational units of the Bank – branches or city- branches;
- In case of lost or stolen card, the Cardholder shall be held responsible for the expenses that occur 5 hours 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 card 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.

7. Complaints

- The Bank shall not take any responsibility for the quality and quantity of the goods 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 point of sales;
- 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 or to the Bank Cards Unit;
- 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, as well as fees as per the Decision on the Bank's terms and conditions applicable to customers;
- The Bank shall determine the deadline for solving the complaints, in accordance with the rules of MasterCard® International.

8. Miscellaneous

- The General Conditions are integral part of the Application and the MasterCard® Credit Card Agreement;
- By signing the statement that is integral part of the Application, the Cardholder confirms that he/she is familiar with the General Conditions and that he/she completely agrees with them and with the legal action arising therefrom;
- The provisions refer to the main Cardholder, as well as to each additional Cardholder;
- The Bank shall not take any responsibility if the Cardholder can not 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 shall keep the right to amend the rules and conditions for card use that are determined in the Agreement, General Conditions, as well as the Decision on terms and conditions and with the Decision on interest rates according to the Bank's Business Policy and the Bank shall inform the Cardholder of the amendments or supplements on its web site or by the statement of account;
- 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 loss along with interest shall be on the account of the main Cardholder.

General Conditions for issuance and use of MasterCard® credit cards with magnetic stripe of Komercijalna Banka AD Skopje for individuals

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- **Additional Cardholder:** Cardholder to whom additional card has been issued upon request and authorisation from main Cardholder and whose name is imprinted on the card;
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- **Credit limit:** the total amount of the credit that Bank approves to the main Cardholder, the amount that is available on the main Cardholder account for all kinds of expenses occurred by the card use which is renewed depending on the credit card type;
- **Payment:** cash payment on an account for settlement of the used credit limit;
- **Balance available on an account:** funds available (own funds deposited and the funds of the overdraft facility approved as a credit limit) less the funds reserved for authorised and not charged transactions;
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- The cards and PIN codes are taken by the Cardholder in person or they can be taken by an authorised person, with an authorisation duly stamped by a competent authority;
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- 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 is obliged to submit them to the Bank;
- The Cardholder is obliged to identify himself/herself by ID card or passport at request of the merchandiser;
- When the card is used at ATM, the Cardholder identifies himself/herself by a personal identification number (PIN), which is unique and confident. The PIN code is provided by the Bank along with the card issuance. Only the Cardholder is familiar with the PIN code and it is necessary to handle the PIN code in confidence i.e. not to be available for third parties. The PIN code must not be written on the card and no written trail for the PIN code may be connected with the card;
- If the PIN code is lost or forgotten, the Cardholder should contact the Bank for issuance of another PIN code.

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- 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;
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- 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, as well as fees as per the Decision on the Bank's terms and conditions applicable to customers;

- The Bank shall determine the deadline for solving the complaints, in accordance with the rules of MasterCard® International.

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- By signing the statement that is integral part of the Application, the Cardholder confirms that he/she is familiar with the General Conditions and that he/she completely agrees with them and with the legal action arising therefrom;
- The provisions refer to the main Cardholder, as well as to each additional Cardholder;
- The Bank shall not take any responsibility if the Cardholder can not 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 shall keep the right to amend the rules and conditions for card use that are determined in the Agreement, General Conditions, as well as the Decision on terms and conditions and with the Decision on interest rates according to the Bank's Business Policy. The Bank shall inform the Cardholder of the amendments or supplements on its web site or by the statement of account;
- 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 loss along with interest shall be on the account of the main Cardholder.
- For the clients who as at 29.02.2020 are not classified into A, B or C risk category and do not have the status of non-performing credit exposure, as well as for those credit exposures approved after 01.03.2020, the Bank shall change the minimum monthly amount for payment to 0% until and including 30.09.2020. Starting from 01.10.2020, the percentage of the minimum monthly amount for payment shall continue to be calculated in accordance with Article 15 of the Agreement.