



**GENERAL TERMS AND
CONDITIONS
OF STOPANSKA BANKA AD SKOPJE FOR THE USE OF DEBIT
CARDS FOR LEGAL ENTITIES**

INTRODUCTORY PROVISIONS

The General Terms and Conditions for the Use of Debit Cards for Legal Entities (hereinafter referred to as the General Terms and Conditions) are an integral part of the Framework Agreement of Payment Services (hereinafter referred to as the Agreement) that regulates the terms and conditions for issue, use and closing of Visa Debit Cards issued by Stopanska Banka AD – Skopje.

1. DEFINITIONS

- **Bank** shall mean Stopanska Banka AD Skopje with head office in Skopje at 11 Oktomvri Str. No 7;
- **Framework Agreement of Payment Services** shall mean an agreement that regulates the execution of individual and subsequent payment transactions and the rights and obligations and the terms and conditions for opening, maintaining and closing a payment account in the Bank;
- **Payment card** shall mean a type of payment instrument that allows the payer to initiate a transaction with a debit or credit card and which may be used by the holder to pay for goods and services and / or to withdraw and / or deposit cash;
- **Debit card** shall mean a card issued by the Bank to a card user;
- **Business debit card** shall mean a card issued to legal entities or public sector entities or to a sole proprietor, which is only limited to covering business costs;
- **Business card user** shall mean a legal entity to which owners, employees and engaged persons the Bank issues Business Debit Cards;
- **Individual user of a Business Card** shall mean a natural person whose name is printed on the card;
- **Dedicated payment account** shall mean a payment account intended for use with a Business Card issued by Stopanska Banka AD – Skopje. This account is opened by Stopanska Banka AD - Skopje on purpose together with the Business Card and serves to record the transactions made with the Business Card to debit / approve the amount of the transactions made with this card, the fees and commissions and interests incurred for the use of the basic and additional Business Debit Cards in and outside of the Republic of North Macedonia;
- **Available dedicated payment account balance** shall mean available funds (own funds and funds from the possible allowed overdraft and/or tacit debit balance) reduced by all reserved funds (for authorized and not booked transactions and provisions on various grounds of the Business Debit Card);
- **Transaction limit** shall mean total amount of transactions that the Card User may use within a month by making transactions in trade and at ATMs;
- **Monthly transaction limit** shall mean maximum amount of transactions that the Card User may use within a month by making transactions in trade and at ATMs;
- **Membership** shall mean a fee for using the card, charged by the Bank from the Business Card User's account;
- **Fees and commissions** shall mean debits for the amount of transactions, costs, membership fees and commissions and interest incurred for the use of the cards;
- **Debit card payment transaction** shall mean a payment transaction based on a card, including a payment transaction with a prepaid payment card, which does not constitute a payment transaction based on a credit card, whereby for the amount of each payment transaction made using the debit card, immediately or at the end of a pre-defined period, the balance of available funds on the dedicated payment account of the User of payment services decreases;
- **Suspicious transaction** shall mean a transaction not confirmed by the Card User and is identified as suspicious by the competent service of the Bank;
- **Card renewal** shall mean a process for issue of a new card immediately before the expiry of the validity period of the current card;
- **ATM** shall mean an electronic device that enables the payment of cash, as well as other services that the Bank has provided for use without the presence of the Bank employees;
- **Point of sale** shall mean a dealer who has concluded an agreement for accepting payment cards from the Visa and Mastercard / Maestro program;
- **POS terminal** shall mean an electronic device installed at points of sale or bank counters serving for the electronic execution of transactions;
- **PIN Code** shall mean a personal identification number of the basic card user or of the additional card user, which serves as identification when using the card at an ATMs and POS terminals;
- **Slip** shall mean a confirmation of a completed card transaction;
- **Authorization** shall mean a process in which a card transaction is approved;
- **Reserved funds** shall mean funds that have already been spent, but have not yet been confirmed by the point of sale;
- **International payment organization** shall mean a single set of rules, practices, standards and / or guidelines for the execution of card-based payment transactions, agreed between payment service providers, which are separate from any infrastructure or payment system that would support its work and which include a specific decision-making body, organization or entity, which bears the responsibility for the operation of the scheme.
- **Internet page (website) of Stopanska Banka AD – Skopje shall mean www.stb.com.mk**



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2. ISSUE OF A BUSINESS DEBIT CARD TO LEGAL ENTITY

Issuing a debit card is a payment service that Stopanska Banka AD – Skopje provides to the User in accordance with the concluded Framework Agreement of Payment Services and it is activated by the User based on the submission of an Application Form for issue of a debit payment card linked to a payment account that the User has in the Bank. An Application Form may be submitted for issue of Visa Business Debit Card linked to a special dedicated MKD payment account. When submitting the Application Form for issue of this card it also refers to a request for opening a special dedicated payment account used with this payment card.

The Bank shall issue Visa Business debit cards to the User under these General Terms and Conditions for the Use of Debit Cards for Legal Entities.

Based on an Application Form for issuing Visa Business Debit Card submitted by the User, the Bank shall issue to the User a debit card / debit cards intended for the owners, legal representatives, employees and persons engaged by the User.

An Application Form for issue of Visa Business Debit Card shall be submitted by the User's legal representative, and by signing the Agreement, the User fully accepts the rules to operate the debit cards prescribed by the Bank and Visa Inc.

The User shall undertake to regularly settle all fees and commissions related to the use of the card as well as all interest on allowed overdraft or tacit debit balance, if such are made available to the dedicated payment account linked to the business debit card.

The Bank may issue a debit card in accordance with the valid offer of debit cards.

The Bank may issue one or more individual cards for which the User shall submit Application Form, while each individual card can have a separate number and a dedicated payment account, and debits for all transactions made with the cards shall be charged from the accounts open for each of the issued debit cards.

The valid debit card issued in accordance with the General Terms and Conditions for the Use of Debit Cards for Legal Entities and the Agreement, shall be signed by the person whose name is printed on it (hereinafter: Individual User) with a ballpoint pen on the signature panel on the back of the card. Possible damages that may occur due to the use of unsigned card shall be borne by the User.

The Bank shall hand over the debit card(s) together with the accompanying documentation personally to the legal representative of the User or to a person authorized by him by filling out a special "Authorization" form provided by the Bank.

The receipt of Visa Business debit card shall be confirmed by signing the Debit Card Receipt Confirmation.

Visa Business Debit Card shall be valid for at least two years as of the date of issue.

The card validity shall be printed on the front of the card.

The User shall have the right to cancel the use of the debit card even before the expiration of the validity period and request from the Bank, in the presence of authorized persons of the User, to cancel the card and declare it invalid.

If the User complies with the General Terms and Conditions for Business Debit Cards and does not cancel the renewal of

each individual card at least 30 days before its expiration, the card shall be automatically renewed and it is not necessary to submit an individual Application Form for its renewal, in accordance the terms and conditions in effect at the time of renewal.

The User shall be obliged to take care of the validity date of the Visa Business Debit Cards issued by the Bank at the User's request. If the User is not informed on the renewed card during the month when its validity expires, the User shall be obliged to contact the Bank.

The User shall be obliged to destroy (repeatedly cut) the old card whose validity period has expired.

In case where the dedicated payment account linked to each Business Debit Card does not have sufficient funds, the User shall authorize the Bank to charge the annual membership amount and other fees and commissions from another MKD payment account that the User has in the Bank and for that purpose the User authorizes the Bank, in and on the User's behalf, to fill in and sign all the necessary payment instruments and collect the necessary amount by seizing and transferring the funds from the User's MKD payment account.

3. USE OF A BUSINESS DEBIT CARD

Visa Business Debit Card issued by the Bank is of Visa brand, which is globally accepted, and may be used for:

- Contactless and/or contact payment transactions at POS terminals or ATMs authorized by PIN code;
- Contactless payment transactions that do not require PIN authorization (payment transactions up to a certain amount determined by Visa/MasterCard for each country where their cards are accepted);
- Online payments where, depending on the risk, the Bank may request authorization of the transaction with an SMS OTP code;
- Other methods of making payment transactions determined by Visa/MasterCard payment schemes.

The debit card shall be non-transferable and may only be used by the Individual User whose name is printed (embossed) on the card.

Visa Business Debit Card may be used at points of sale and ATMs in the country and abroad that display the Visa Inc. logo.

For the use of each Visa Business Debit Card, the Bank shall issue an individual PIN code to the User. The PIN code shall be only known to the Individual Visa Business Debit Card User and is required to keep it strictly confidential without access or availability to third parties. The PIN code may not be written on the card and no written trace of the PIN code must be associated with the card. In case of losing or forgetting the PIN code, the User shall have to immediately contact the Bank for its reissuance.

The User shall bear full responsibility for unauthorized use of the Business Debit Card issued in his name.

Visa debit card shall be primarily intended for:

- non-cash payments in the country and abroad for business needs of the Legal Entity, and
- for withdrawing cash from ATMs for business needs of the Legal Entity.



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The Business Card may be used in all places in the world that are included in the payment organization system that owns the Visa brand, within the available funds on the MKD account of the Legal Entity to which the Business Debit Card is linked.

The use of the Business Debit Card shall be confirmed by the User verification as follows:

- with a signature and/or correctly entered PIN code, for transactions made with the physical presentation of the card at the point of sale, and
- with CVV2 number of the card and/or another method of authentication prescribed by the Bank when making transactions without the presentation of the card (internet, telephone/postal orders, etc.)

Each Visa Business Debit shall be only used within the limits of the available balance available on the dedicated payment account linked to the Business

Debit Card and within the limits determined for the use of the card in cash and non-cash transactions.

The Bank shall define recommended transaction limits for using the card in trade and for withdrawing cash, which the User is informed about when taking the card, and which are published on the Bank's website. The Bank shall reserve the right to make changes in the transaction limits. The following transaction limits currently apply to Visa Business Debit Card:

- MKD 60,000 daily transaction limit for cash withdrawal;
- MKD 250,000 limit per individual transaction in the trading network;
- MKD 600,000 monthly transaction limit for non-cash payment transactions at POS terminals in the trading network;
- MKD 300,000 monthly transaction limit for non-cash payment transactions in online trading network;

At the User's request, different limits may be defined from the transaction limits per card defined by the Bank. Transaction limits shall apply to the card and any change to the limits shall apply to the card on which the change is made. When changing the card number, the recommended transaction limits shall be set by the Bank.

The User, if necessary, shall transfer funds to the MKD accounts linked to the Business Cards issued at the User's request. For a possible unauthorized overdraft (tacit debit balance) on the dedicated payment account linked to the User's Business Debit Card, the Bank shall have the right to charge a legal default interest, the amount of which shall be prescribed in accordance with the laws and regulations applicable in the Republic of North Macedonia.

At the User's request, the Bank may approve an overdraft on the dedicated payment account linked to the Business Debit Card made available to the User and for which the Bank and the User shall conclude an individual agreement.

One copy of the purchase receipt shall be kept by the Card User for records. The User shall be obliged to keep this receipt and all documents related to the payments made using the Business Debit Card for at least 13 months. At the Bank's request, if required, the User shall be obliged to submit to the Bank all documents and receipts for payments

made by the Business Debit Card.

For identification of the User and verification of transactions with the Business Card, the Bank shall issue a PIN code in a sealed envelope to the Individual Card Users. The PIN code is secret and the Individual Card User shall be obliged to keep it and not disclose to anyone under any conditions. The Business Debit Card is intended for personal use by the Individual User and may not be given for use to other persons.

The User shall be holder of the rights and obligations arising from the use of all Business Cards issued by the Bank at the User's request in accordance with the General Terms and Conditions. The rights and obligations arising from the use of the Business Debit Cards issued in accordance with this Agreement (and at the User's request), shall arise as of the date when the User, i.e. the User's authorized person, signs a confirmation of receipt of the card(s).

For all transactions made through Business Debit Cards issued to the User, the Bank shall debit the dedicated payment account linked to the debit card. The User agrees and authorizes the Bank to debit the dedicated payment account that is connected to the Business debit card for all transactions made abroad with the Business Debit Cards issued to the User and to convert the amount by applying the sales FX rate for foreign currencies of the Bank's Exchange Rate List valid on the day of debiting, and to debit the dedicated payment account with an appropriate amount of the commission according to the Bank's acts and Tariffs. If there are not sufficient funds on the dedicated payment account, the Bank shall have the right to debit the User's payment account and seize the necessary amount from future inflows or another User's account in the Bank from existing or future inflows.

For all uses of Business cards abroad, the calculation shall be made in EUR, and the User's dedicated payment account linked to the Business Debit Card shall be debited at exchange rates in accordance with the Bank's Exchange Rate List valid on the date of debiting. All exchange rate differences and conversion from other currencies to EUR and from EUR to MKD shall be borne by the User.

4. FEES AND COMMISSIONS

The Card User shall pay to the Bank an annual membership fee and other fees and commissions in accordance with the Bank's acts that are an integral part of the Tariffs published on the Bank's website.

The amount of fees and commissions shall be variable in accordance with the amendments to the Bank's acts and the User agrees to be informed on any further change in one of the following manners: 1) through a written notification, 2) via electronic mail, or 3) by publishing on the Bank's website.

The User shall undertake, if they do not want to renew the card, to notify the Bank in writing, at least one month before the expiration of the card's validity period, that they intent to cancel the use of the card. Otherwise, the User's payment account shall be debited with the annual membership fee for the issued Business Debit Card.

The User authorizes the Bank to debit the User's MKD dedicated payment account linked to the Business Debit Card for debts on the base of payment transactions with the Business Debit Card as well as for all costs, commissions and membership fees



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related to the card, from the available funds on the dedicated payment account, allowed overdraft and / or the tacit debit balance that the Bank makes available to the User in case the User does not have sufficient available funds to debit the dedicated payment account on these grounds.

The User shall be obliged to pay the costs of production of the Business Debit Card, as well as other costs for operating the card in accordance with the Bank's acts.

In addition, the Card User agrees and authorizes the Bank to debit the User's dedicated payment account in the following cases:

1. interest on allowed and unauthorized overdrafts (tacit debit balance);
2. membership fees and commissions;
3. conversion fees and commissions; and
4. other costs foreseen in case of improper use or non-compliance with the terms and conditions for using the card or its possible abuse.

If there are not sufficient funds on the dedicated payment account linked to the debit card, the Card User agrees and authorizes the Bank to debit another User's payment account in the Bank and seize the necessary amount from future inflows or another User's account in the Bank from existing or future inflows.

The Bank shall make additional internal controls related to the application of the Agreement and the General Terms and Conditions regarding the fees charged due to the use of the products for the validity period of the Framework Agreement. If, during the internal controls, it is determined that a fee has been charged that is not in accordance with the Agreement, Tariffs and acts of the Bank conditions favorable to the User shall apply and the difference shall be returned to the User's payment account.

The User shall have the right to cancel the use of the debit card at any time without any compensation by submitting a Request/Statement for cancelling the card in any of the Bank's branches. Canceling the use of the debit card shall also mean canceling the use of the dedicated payment account linked to the debit card that was opened on purpose with the issuance of the card and for which the request to cancel the Visa Business Debit Card is also a request to cancel the dedicated payment account linked to it.

The Bank shall have the right to revoke the User's right to use the Business Debit Card before the expiry of the validity period of the card if the User or the Individual User fails to comply with the General Terms and Conditions for the Use of Debit Cards and in case of abuse of the rights provided.

The bank may disable the use of the debit card only if there are justified reasons, which are related to the security of the use of the debit card, if there is a suspicion of unauthorized and unapproved use of the debit card or its abuse, or if there is an increased risk that the User is not able to fulfill their payment obligations in the event where the use of the debit card is linked to an approved loan, or an allowed overdraft on the dedicated payment account linked to the debit card.

In case of revocation of the right to use the debit card, as well as in case of cancellation of the use of the card by the User,

the Bank shall proclaim the card invalid, and the User shall be obliged to immediately provide coverage for all liabilities incurred by using the card.

5. NOTIFICATIONS

For all changes related to the accounts of the issued Business Debit Cards of the User, the Bank shall notify the User by a statement available in electronic form through the Bank's electronic banking system. The User shall be obliged to, at least once a month, inspect the statement of the dedicated payment account, which the Bank makes available to the User through the branches and online payment services linked to the payment account (digital banking of Stopanska Banka AD - Skopje). In case of technical or other inability to inspect the electronic statement, the User shall be obliged to immediately contact the Bank in writing and request a printed version of the statement.

6. COMPLAINTS

The Bank shall not assume any responsibility for the quality and quantity of the products or services purchased with the card. The User shall be obliged to resolve complaints regarding the quality and quantity of the products or services purchased with the card in direct communication with the merchant.

Complaints shall be submitted no later than 40 days as of the date of the disputed payment transaction, or 13 months of the date of the debit if the basis for the dispute is an unauthorized or improperly executed transaction. The term for resolving the complaint shall be determined by the Bank in accordance with the international operating rules of Visa Inc.

If the Bank establishes that the complaint is justified, the Bank shall credit the User's dedicated payment account, and in case of unjustified complaints, the Bank shall reserve the right to charge the User for all costs incurred in the complaint procedure.

Submission of a complaint by the User shall be a requirement for refunding an amount after a transaction was made with the card. To complain, the User shall be obliged to keep and attach a copy of the payment confirmation (slip/e-mail). The term for resolving the complaint shall be determined by the Bank in accordance with the rules of the payment organization Visa Inc.

7. REISSUE OF A CARD The User shall bear all legal and financial consequences of any unauthorized use of the Business Debit Cards issued at his request. The User of the Individual Card User shall be obliged to report the loss, theft or suspected misuse of the card to a branch of the Bank or by telephone in order to block it, and if necessary to report it to the Ministry of Interior. The Bank shall not be held responsible for a damage caused to the User due to possible use of the lost, stolen or abused Business Debit Card. The total material damage, together with possible foreign exchange differences shall be borne by the Card User. If the User finds the card after reporting its loss, theft or abuse, the User may not continue to use it and shall be obliged to destroy it by cutting the card repeatedly.

In case of loss, theft or suspicion of misuse of the debit card, at the request of the User, the Bank shall issue a new one, with a



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new card number.

The Bank shall not be responsible for the damage caused to the User by possible use of a lost, stolen or abused card.

The total material damage, together with possible foreign exchange differences shall be borne by the User. The User shall not be responsible for the transactions made after reporting to the Bank that the card was lost, stolen or abused, except if the User abused the card or participated in the abuse.

The User agrees that the Bank shall block the card if the User suspects abuse of the debit card, and shall notify the User thereof.

The Bank may provide information on the lost card to the network of authorized card acceptors in the country and abroad.

The Bank may also provide information to the network of authorized card acceptors in the country and abroad in case of revocation of the right to use the card, as well as in case of cancellation of the use of the card by the User.

In case of re-issuance of the debit card before the expiry of the validity period due to loss, theft or suspicion of misuse at the request of the User, the Bank shall replace it with a new, and the costs shall be borne by the User.

In case of damaged Business Debit Card prior to the expiry of its validity, at the User's request, the Bank shall replace the damaged card. In case of damaged Business Debit Card, the costs for replacement shall be borne by the User.

8. FINAL PROVISIONS

The Bank shall reserve the right to amend the Tariffs in accordance with the Bank's business policy, and the User agrees to be informed thereof via the Bank's website.

The Bank shall not be held responsible if the Business Debit Card issued at the User's request cannot be used in situations beyond the Bank's control, such as:

- Where the card is technically or functionally damaged;
- Where a dealer, point of sale, ATM or the Bank acceptor fails to accept the card;
- Technical problems relating to equipment, system, telecommunications and electricity;
- Social unrest or other extraordinary circumstances.

Any use of Business debit cards in opposition to the applicable laws and regulations shall be prohibited, as well as payments of goods and/or services that are prohibited under the applicable laws and regulations. Any use of the card in opposition to the applicable laws and regulations shall entail automatic revocation of the right to use the card, and the total material damage shall be borne by the User.

The User agrees that the Bank shall check the User's creditworthiness and request data on the User's operations related to creditworthiness.

The User shall be obliged to submit to the Bank certified signatures of the persons authorized to represent the User and shall be obliged to notify the Bank of any changes in those data within 3 days.

The User shall undertake to timely notify the Bank on all changes in connection with the User's status and other

changes that may affect the operations with Business debit cards issued by the Bank in accordance with these General Terms and Conditions.

In case of termination/cancellation of the Agreement, the User shall be obliged to cancel (repeatedly cut) all Business Debit Cards issued to the User, as well as to settle all obligations incurred on the basis of the Agreement and the General Terms and Conditions for Debit Cards.

The Bank shall apply to the Card User the international rules of operation of the payment organization whose trademark appears on the card (Visa or MasterCard), as well as the General Terms and Conditions for Use of Cards and other Bank's acts.

Any amendments to the international rules of operation of the payment organization whose trademark appears on the card (Visa or MasterCard) shall be obligatory for the Bank and the User.

The Bank and International Payment Institutions shall reserve the right to introduce additional privileges / services for card users, as well as to temporarily or completely cancel them without prior notification to and consent from the User.

The Bank shall reserve the right to amend these General Terms and Conditions, the Tariffs of Fees and Commissions for Services and the Decision on Interest Rates of Stopanska Banka AD Skopje in accordance with the Bank's business policy, and the Bank shall notify the User thereof in one of the following ways: 1) through a written notification, 2) via electronic mail, or 3) by publishing it on the Bank's website.

The Bank shall propose to the User any amendments to these General Terms and Conditions not later than two months before the date of their application in one of the following manners: 1) through a written notification, 2) via electronic mail, or 3) by publishing it on the Bank's website.

The User shall have the right to accept or reject the proposed amendments before the date of their application and notify the Bank thereof.

If the User fails to notify the Bank that the User does not accept the proposed amendments before the date of their application, it shall be deemed that the User has accepted the amendments proposed.

In case where the User fails to accept the proposed amendments, the User shall be obliged to return the card to the Bank or cancel it and fill out a Statement/Request to close the card.

The User shall be obliged to compensate all costs incurred up to the moment of termination / cancellation of the contractual relationship.

Any use of the card in opposition to the General Terms and Conditions shall entail automatic revocation of the Business Debit Card, and taking measures in accordance with the applicable laws and regulations, and the total material damage shall be borne by the User.

Matters not regulated by these General Terms and Conditions shall be governed by applicable laws and regulations and the Bank's internal acts.

Any possible dispute between the Bank and the User shall be under jurisdiction of the Basic Civil Court Skopje.

These General Terms and Conditions shall apply as of 01.01.2023.