



# **MASTERCARD SME TERMS AND CONDITIONS**

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## SECTION 1. SERVICES

### i. Services and Occurrences

SERVICES	ANNUAL OCCURRENCE LIMITS PER CARD TYPE – APPLICABLE PER CARDHOLDER		
	MASTERCARD BUSINESS CREDIT (MCB)	MASTERCARD EXECUTIVE BUSINESS CARD (MEB)	MASTERCARD BUSINESS BLACK / WORLD ELITE MASTERCARD FOR BUSINESS (MAB)
Civil legal orientation (Phone or video call)	2	2	3
Tax legal orientation (Phone or video call)	2	3	3
LinkedIn Business Premium Reimbursement	2	2	3

**Clarifying Note:** The benefits described herein are assigned on a per cardholder basis, individually, regardless of the number of cards held by the company. Consequently, each holder of a Mastercard Business, Executive, or Black card shall have their own access to the services, without any accumulation or duplication of benefits in the event that the same cardholder possesses more than one card.

- **Services:** “Services” shall mean those to be provided exclusively by GRUPO MOK, through any of its subsidiaries worldwide and with the support of its network of authorized providers in each country, in accordance with the terms and conditions set forth in this document.
- **Occurrences:** “Occurrences” shall mean the number of times the Client accesses the Services during the entire validity period established in this document. The Services shall be provided up to the limit of occurrences described in the table above, considering the beginning of the period referred to in subsection “iii.”

**Clarifying Note:** MOK is a business group dedicated to the provision of assistance services through its subsidiaries and its network of providers in different countries. It is not an insurance company. Consequently, the services described in this document do not constitute an insurance contract and are not subject to the regulation applicable to insurance activities, but are instead governed by the contractual provisions set forth herein and by the applicable laws in each country where they are provided.

### ii. Client

“Client” shall mean the natural or legal person who is the holder of a credit card in any of the following categories:

- (i) Mastercard Business Credit (MCB)
- (ii) Mastercard Executive Business Card (MEB)
- (iii) Mastercard Business Black / World Elite Mastercard for Business (MAB)



For the purposes of these Conditions, the Service shall be provided only to the Client who has completed the registration process on the designated digital platform and whose Mastercard credit card has been validated as active and eligible through the verification process established by Mastercard.

MOK does not receive or store the Client's actual Mastercard card number, but only an identifier that enables the confirmation of eligibility for the Services.

### **iii. Services validity**

The services described in this Agreement will remain valid exclusively while the Client's credit card is active and eligible, a condition that will be verified in real time through the authentication process established by MASTERCARD.

However, for the purposes of accounting for available events or attendances, the reference period shall be one (1) year starting from the date on which the Client completes registration and the card is validated as eligible. During this annual period, the Client may use the events established in these Terms according to the corresponding plan.

Upon renewal of the annual coverage, the Client shall again be entitled to the total number of occurrences established for the new annual period. Unused occurrences from the previous cycle shall not be transferred or carried over to the following year.

### **iv. Territorial scope**

The services described in this Agreement are provided by telephone or virtual means and may be requested by the Client from any geographic location.

Nevertheless, the management of the Services shall be carried out exclusively through MOK's network of providers in the country where the associated credit card was issued, in accordance with the operational, commercial, or legal conditions in force in such territory (the "Territory").

This means that the services, including both legal assistance and non-legal benefits (such as reimbursements or others), shall be referred to the issuing country of the card and shall not be adapted or transferred to the regulations, providers, or contexts of other countries, even if the Client is physically abroad at the time of the request.



## **SECTION 2. SERVICE CONDITIONS**

### **i. CIVIL LEGAL ORIENTATION**

This Service consists of legal guidance provided to the Client by a professional specialized in law, who is part of the authorized provider network and acts in accordance with the legislation in force in the country where the credit card associated with the service was issued.

This service is intended for businesses and individuals engaged in entrepreneurial or commercial activities, and its purpose is to provide initial guidance on situations that may affect their economic activity.

The service includes orientation by an attorney, who will clearly and practically explain the relevant legal aspects and provide guidance on the drafting, review, and handling of documents, as well as on the appropriate management of the legal matters addressed. Its scope includes, within the Territory, the following specific topics:

- Civil obligations and contracts related to business operations.
- Civil or registry-related legal requirements before local authorities (e.g., commercial registration, filing or updating of corporate documents).
- Relationship and practical application of civil and commercial laws.
- Preventive recommendations to ensure compliance with civil obligations toward third parties.

### **Conditions**

- ✓ The Service is provided exclusively through direct communication between the Client and the assigned attorney, either by telephone call or videoconference. No assistance will be offered via email, instant messaging, or any other means not expressly indicated herein.
- ✓ The orientation will be provided in individual sessions of up to sixty (60) minutes. Should the Client require an additional session regarding the same matter or any other, a new Service must be requested, which will be counted as an additional event in accordance with the limits set forth in these Conditions.
- ✓ Each session shall be deemed one (1) event consumed, pursuant to the limits established in these Conditions.
- ✓ All sessions must be scheduled in advance, with a minimum notice of twenty-four (24) hours, through the authorized channels described in these Conditions.
- ✓ Videoconference appointments will have a maximum waiting period of fifteen (15) minutes. For telephone appointments, up to three (3) call attempts will be made within the same period. If communication with the Client cannot be established, the appointment will be considered as one (1) event consumed.
- ✓ Any cancellation or rescheduling of an appointment must be made at least twenty-four (24) hours prior to the originally confirmed time.
- ✓ Appointments will be assigned based on the availability of the provider in the country of issuance of the Client's credit card and will be attended Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding public holidays.
- ✓ The orientation provided does not constitute formal legal advice and does not create any liability for Mastercard, MOK, or their providers with respect to any decisions the Client may take based on said orientation. Mastercard, MOK, and their service providers shall not be responsible for the consultation or for any recommendation provided.

### **Exclusions**

This service shall not include, under any circumstances:

- × Drafting, reviewing, correcting, validating, or providing comments on contracts, minutes, powers of attorney, certifications, legal communications, lawsuits, appeals, or any other legal documents of any nature, whether provided by the Client or requested by the Client as part of the guidance.
- × Issuance of formal legal opinions in writing.
- × Judicial or extrajudicial representation of the Client.
- × In-person assistance.
- × Legal orientation regarding matters governed by the laws of countries other than the country of issuance of the credit card.
- × Orientation on labor, tax, criminal, or any other branches of law different from civil law.
- × Cases involving ongoing disputes before authorities or judicial decisions that require representation or technical legal defense.
- × If the Client, by their own decision, chooses to establish a direct relationship with the attorney assigned during the telephone orientation, such engagement shall be entirely independent from the service offered herein and shall not generate any liability for Mastercard or MOK.

## ii. TAX LEGAL ORIENTATION

This Service consists of guidance provided to the Client by a professional specialized in tax law, who is part of the authorized provider network and acts in accordance with the legislation in force in the country where the credit card associated with the Service was issued.

This Service is intended for businesses and individuals with business or patrimonial activity, and its purpose is to provide an initial orientation, specific to the Territory, regarding:

- Optimization of the tax burden in accordance with the applicable legal framework.
- Tax planning aimed at facilitating the continuity and transfer of assets across generations.
- Identification of preventive recommendations related to tax obligations and risks associated with the lack of patrimonial planning.
- Basic tax obligations applicable to business owners or taxpayers.

## Conditions

- ✓ The Service is provided exclusively through direct communication between the Client and the assigned professional, either by telephone call or videoconference. No assistance will be provided via email, instant messaging, or any other means not expressly indicated herein.
- ✓ The orientation will be provided in individual sessions of up to sixty (60) minutes. Should the Client require an additional session regarding the same matter or any other, a new Service must be requested, which will be counted as an additional Event in accordance with the limits set forth in these Conditions.
- ✓ Each session shall be deemed one (1) Event consumed, pursuant to the limits established in these Conditions.
- ✓ All sessions must be scheduled in advance, with a minimum notice of twenty-four (24) hours, through the authorized channels described in these Conditions.



- ✓ Videoconference appointments will have a maximum waiting period of fifteen (15) minutes. For telephone appointments, up to three (3) call attempts will be made within the same period. If communication with the Client cannot be established, the appointment will be considered as one (1) Event consumed.
- ✓ Any cancellation or rescheduling of an appointment must be made at least twenty-four (24) hours prior to the originally confirmed time.
- ✓ Appointments will be assigned based on provider availability in the country where the Client's credit card was issued and will be attended Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding public holidays.
- ✓ The orientation provided does not constitute formal legal or tax advice and does not create any liability for Mastercard, MOK, or their providers regarding any decisions the Client may make based on such orientation. Mastercard, MOK, and their service providers assume no responsibility for the consultation or for any recommendation provided.

## Exclusions

This service shall not include, under any circumstances:

- × Drafting, review, correction, validation, or comments on income tax returns, wills, probate inventories, deeds of donation, agreements among heirs, or any other legal or tax documents.
- × Issuance of formal written legal or tax opinions.
- × Judicial or extrajudicial representation of the Client before tax or notarial authorities.
- × In-person assistance.
- × Legal advice regarding matters governed by the laws of countries other than the country of issuance of the card.
- × Analysis of international tax regimes or offshore asset structures.
- × Cases involving ongoing probate disputes, active tax litigation, or investigations for tax evasion or avoidance.
- × In the event that the Client, by their own decision, chooses to establish a direct relationship with the lawyer assigned during the telephone orientation, such engagement shall be entirely outside the scope of the Service offered herein and shall not create any liability for Mastercard or MOK.

### iii. LINKEDIN PREMIUM BUSINESS REIMBURSEMENT

This Service consists of the reimbursement of the amount effectively paid by the Client for one (1) subscription to the LinkedIn Premium Business (Individual) plan, provided that such payment was made using the Mastercard credit card associated with the benefits described in these Conditions.

The Client may access this Service up to the maximum number of Events indicated in the initial section of these Conditions, which varies depending on the type of card. For the purposes of this benefit, each Event corresponds to a reimbursement for an independent monthly payment, with each reimbursement being considered an individual Event.

The purpose of this benefit is to support the Client in strengthening their professional profile and expanding their network of contacts through the use of advanced tools offered by LinkedIn Premium Business.

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- ✓ The Service applies exclusively to the subscription to the LinkedIn Premium Business Individual plan, contracted under the name of the holder of the credit card associated with these Conditions.
- ✓ Each reimbursement requested shall be considered as one (1) Event consumed. The Client may request the number of reimbursements corresponding to the number of Events indicated in the initial section of these Conditions.
  - If the Client has paid for their LinkedIn Premium Business Individual subscription under an annual billing cycle, the reimbursement amount will be calculated by dividing the total amount effectively paid by twelve (12) months and multiplying the result by the total number of Events available at the time of redemption. Once such amount has been credited, it shall be understood that the Client has redeemed all Events applicable to this benefit, and the benefit shall be deemed fully exhausted. Consequently, no additional reimbursements related to that subscription will be granted during the remaining validity period of the annual plan.
- ✓ The subscription payment must have been made with the credit card associated with this benefit, and must be verified through a bank receipt or valid proof of payment identifying both the cardholder and the transaction.
- ✓ The Client must follow the reimbursement request procedure described in these Conditions, and the reimbursement will be made exclusively to a bank account owned by the Client, duly verified through the corresponding channel.
- ✓ The reimbursement amount will be processed in the official currency of the country where the card is registered. If this is not possible, it will be processed in United States dollars (USD) based on the representative market rate applicable on the date the payment is authorized.

## Exclusions

This service shall not include, under any circumstances:

- × Reimbursements for plans other than the LinkedIn Premium Business Individual plan, or for any other corporate subscriptions.
- × Refunds for payments made with cards other than the one associated with this benefit.
- × Reimbursements requested by individuals other than the cardholder, the company, or whose information does not match the data registered in the official records.
- × Reimbursements for payments made prior to the activation of the benefits described in these Conditions.
- × Transfers to third parties, payments in kind, credits to credit cards, or partial refunds resulting from discounts applied by the platform.
- × Subsequent automatic recurring payments that exceed the limit established for this benefit, even if the subscription remains active and continues to generate charges on the Client's card.

## Reimbursement Procedure

To access this reimbursement, the Client must comply with the following procedure:

1. **Submission of Documentation:** The Client must send, immediately or within a maximum period of thirty (30) calendar days from the subscription payment date, an email to the address provided, attaching the following documents:
  - a) Proof of a Bank Account Certification / Bank Account Verification Letter, issued within the last three (3) months, identifying the account number and the name of the account holder. **(Mandatory)**



- b) LinkedIn payment receipt made with the eligible Mastercard, serving as Proof of Payment for the transaction. **(Mandatory)**
  - c) Certificate of Incorporation / Certificate of Legal Existence and Representation **(Optional; required only if the reimbursement will be issued to a corporate account)**
  - d) Completion of all information requested in the digital platform form provided for this Service.
2. **Deadline for Request:** If the Client does not submit the reimbursement request and complete documentation within thirty (30) calendar days following the subscription payment, the case will be closed and no reimbursement shall be granted.



## **SECTION 3. SERVICE REQUEST**

### **i. Channels to request Service**

The Client shall have access to two (2) service channels, available twenty-four (24) hours a day, three hundred sixty-five (365) days a year, in order to ensure continuous, timely, and efficient assistance, regardless of the Client's geographic location:

- **Telephone call (Click-to-Call)** through the web platform.
- **Self-service web portal**, from which the Client can request Services and consult their status.

It is specified that the Services may only be scheduled through the digital platform. Consequently, through the telephone service channels, the Client shall be provided with guidance and support in order to carry out the corresponding management through said platform.

### **ii. Information to request the Service**

In the telephone service modalities, the Client must provide the information necessary for the provision of the Service, for which the following data shall be initially required:

- Client's name.
- Contact telephone number.
- Service requested.
- Any other information necessary according to the Service.

### **iii. Verification and execution of the Service**

Every request will be subject to verification of the Client's status, which will be carried out by validating the credit card provided by the user through the consultation mechanisms authorized by MASTERCARD. Only cardholders whose card is confirmed as active and eligible according to this verification will be able to access the Services.

If the Client is entitled to the requested Service, it shall be provided in accordance with the terms and conditions described in the preceding Sections. If the Client is not entitled to the requested Service, MOK shall not assume any responsibility or expense related to such Service.

#### **SECTION 4. CUSTOMER SERVICE (CS) FOR PCC**

The Client may submit requests, complaints, or claims (PQR) related to the Services described in these Conditions by means of a written communication sent to the email address designated for such purposes **sac.mastercard@grupomok.com**

The request must be submitted by the Client or their authorized representative and shall contain, at a minimum, the following information:

- Full name of the applicant.
- Identification document.
- Contact address.
- Email address.
- Detailed description of the reason for the request, complaint, or claim (PQR).
- Supporting documents for the request, if any.

Once the PQR has been filed, the Client shall receive an acknowledgment of receipt. Should additional information or documentation be required for the analysis of the case, the Client must provide it in a timely manner in order to allow for a complete, clear, and fact-based response. Failure to provide such a response or to submit the requested documentation may affect response times or the ability to issue a substantive decision.

The handling and response to PQRs shall be carried out in accordance with the legislation in force and the applicable procedures in the country where the credit card associated with the Service was issued, regardless of the location from which the Client has submitted the request or is physically present at the time of the requirement.

Each request shall be analyzed individually, based on the facts presented, the documentation submitted, the records generated during the Client's interaction with the Services, and other traceability elements available. The response shall be issued within the legal timeframes defined by the applicable regulations and communicated through the channels designated for such purposes.

## **SECTION 5. DUTIES AND RESPONSIBILITIES**

### **Duties and Responsibilities of MOK**

- ❖ Provide the Services and products in accordance with the conditions set forth in these Conditions, ensuring compliance with the agreed standards of quality and timeliness.
- ❖ Provide complete, accurate, understandable, and appropriate information regarding the Services offered, guaranteeing that the Client has all necessary details to make informed decisions.
- ❖ Respond to claims submitted by Clients in a timely and adequate manner, ensuring a satisfactory resolution.
- ❖ Maintain the confidentiality of all information provided by Clients, except in cases where disclosure is required by law or previously authorized by the Client.
- ❖ Comply with all applicable laws, regulations, and standards related to the provision of the Services, as well as with best practices in the sector.

### **Duties and Responsibilities of the client**

- ❖ Read and understand these Conditions before requesting any Service, in order to ensure agreement with the terms and conditions established herein.
- ❖ Prior to undertaking any action, become informed about the specific conditions of each of the Services included in these Conditions, understanding their scope, timelines, and any additional requirements.
- ❖ Act in good faith when requesting and using the Services, respecting the agreed conditions and cooperating with their proper execution.
- ❖ Actively and essentially collaborate in the proper execution of the Services, understanding that their participation is fundamental for their development. This includes, among other actions, punctually attending scheduled appointments, submitting the requested documentation within the agreed timeframes, and providing any other information or resource necessary for the proper implementation of the Services. Effective collaboration will ensure compliance with deadlines and the quality of results.
- ❖ Promptly notify MOK of any incident, error, or irregularity detected in the execution of the Services, so that it may be addressed as soon as possible.

## **SECTION 6. GLOSSARY**

Without prejudice to the definitions of words or phrases contained in the preceding Sections, the following terms used in this document are hereby specified:

- **Territorial Scope or Territory:** Refers to the territorial limits for the provision of the Services.
- **Conditions:** Refers to this document, in which the scope, conditions, and requirements of the Services are established.
- **Occurrences:** Refers to the number of times the Client accesses the Services during the entire validity period established in these Conditions.
- **Force Majeure:** Refers to unforeseen situations or those that cannot be resisted, such as shipwrecks, earthquakes, capture by enemies, acts of authority exercised by a public official, etc.
- **Legal Warranty:** Refers to the obligation of the producer and/or provider to be liable for the quality, suitability, safety, and proper condition and functioning of the product or Service.
- **Services:** Refers to the services that shall be provided under the terms and conditions described in this document.
- **Validity:** Refers to the period during which the Client is entitled to receive the Services described in these Conditions.

## **ANNEXES**

### **i. Countries of Application**

This policy applies exclusively to the countries listed below. The availability of the service, as well as the obligations and rights established in this document, are limited to these countries.

<b>Country</b>
Jamaica
Trinidad & Tobago
Curacao
Bermuda
Barbados
Bahamas
St Lucia
Cayman Islands
Guyana
Suriname
Aruba
Virgin Islands, British
Dominica
Haiti
Turks & Caicos