

GENERAL PROVISIONS FOR VISA PLASTIC CARD SERVICE

1. Present provisions regulate services to the operations conducted by the owner of the card (hereinafter "Card") through the Visa Plastic Cards issued by the bank.
2. General provisions for Visa plastic Card services and the application signed by the customer for opening the card account, is the Visa Card Service agreement signed between the bank and the card owner;
3. In order to receive the card the owner has to present the application signed and filled in, of an established format, to the bank;
4. While issuing the card the cell phone number of the owner is automatically registered at the SMS service of JSC "Kor Standard Bank". Card owner is entitled to refuse to use the mentioned service, which is made through the application. Relevant agreement has to be signed for providing all the other types of services;
5. The rules for the card utilization is subordinated to the "VISA" international system procedures, about which the information is provided to the card owner immediately on demand;
6. The card is the bank's property;
7. On the basis of the card owner's application for performance of operations through the card, relevant card account is opened in the bank;
8. Card owner is entitled to utilize the amount existing at his/her card account within the limits fixed by the bank, with the deduction of the card service fee which is defined by the Rates for Issue and service of Plastic Card of JSC "Kor Standard Bank". In case if the amount of overspent, the commission fees related to overspending will be deducted from the principle amount;
9. If payment is made in a different currency from the card account, the amount will be deducted from the USD account as per the rate fixed by VISA in consideration of 2% conversion fee;;
10. Under the order of the card owner, it is allowed to issue the additional "cards" at the card account. Additional card is issued and its owner is identified as per the application signed and submitted by the owner;
11. It is allowed that several currency accounts should be maintained at one card: GEL,USD, EURO, BP.
12. The bank is entitled to transfers the card and PIN-code to the card owner within 3 (three) banking days from the receipt of application for the card.
13. In case if the card owner does not request the card within 3 months after fabrication of the card, then the mentioned card has to be destroyed. Commission fee paid by the card owner for the card fabrication, is not refunded to the card owner. Other amounts from the card are refunded to the card owner immediately on demand.
14. The right of the card owner on the card is confirmed under the first name and last name printed on the card, sample of signature and the coded secret personal identification code (Pin code) printed on the micro-chip;
15. Pin code, as well as other identification data is confidential and only the card owner knows it, which shall not be imparted to other persons. In case if the card owner forgets it, he/she has to notify the bank in order to receive the new card and Pin code. Card owner is responsible for payment of the commission fee for issuing the new card;
16. In case if the Pin code is incorrectly entered into the ATM 3 times, the card is automatically detained by the ATM. In case of the bank's ATM, the card can be returned within one banking day under the relevant deed of acceptance. In case of a different bank's ATM, card owner has to apply to the bank for the new card. Card owner is responsible for payment of the commission fees for the penalty for detainment in a different bank's ATM and fabrication of the new card;
17. Bank is entitled to refuse to issue the card, as well as to renew it without indicating the reason;
18. Validity of the card expires after the last day of the month printed on the card;
19. While making payments through the card the service staff are entitled to request the card owner to submit the ID card, but in case of the latter is not submitted, to stop the service, for which the bank is not held responsible;
20. While making payments through the card or encashment of the amount, additional commission fee might be applied by the service bank, for which the bank is not held responsible;
21. The card shall not be used for any illegal purposes including for the purchase of those goods and services, which are restricted under the Georgian legislation.
22. Validity of the card will be blocked:
 - In case of loss or theft of the card. Card owner is obliged to immediately notify the bank in writing and/or through the phone. Card owner is obliged to pay the commission for including into the Stop List;
 - In case if the card owner is in breach of the terms and conditions of present agreement and/or if the bank has the substantiated doubts on non-sanctioned utilization of the card.
23. Bank is obliged to block the card as per the written notice from the card owner, within the term fixed under the method defined by the card owner:
 - Within 1(one) banking days in the local Stop List.
 - Within 14 (fourteen) banking days in the international Stop List.
24. In case of finding the card, card owner has to apply to the bank in writing or by phone for activation of the card;
25. During the term printed on the card the card owner is responsible for any transaction performed through the card;
26. Card owner is directly obliged not to allow utilization of the card by somebody else;

27. The bank will not be held responsible for non-sanctioned operations performed by the card owner before notifying the bank under the rule established, with regard to loss/theft/forgery of the card;
28. In case if customer refuses to the paid SMS service and not using the relevant service, full responsibility for unsanctioned operations is imposed upon the card owner
29. In consideration of the fact, that a brief text message(SMS) is sent to the card owner regarding the payment transaction through the card to the cell phone number known to the bank, card owner is obliged to control the received brief text message and in case of the very first suspicious message, to notify the bank with regard to the aforementioned. Otherwise the card owner will be held fully responsible for the non-sanctioned operations.
30. SMS message is considered to be sent despite of the fact that the card owner's cell phone is switched off or the phone number changed without notifying the bank about the latter.
31. Card account is cancelled as per the written application of the card owner. In this case, card account is closed and the amounts will be returned to the card owner to the current account opened on his name, no later than within 1 (one) month after the card is transferred to the bank. While closing the card account, the bank is entitled to write the necessary funds without acceptance off any account opened on the name of customer for repayment of all the debts;
32. In case if the card and the card account is cancelled before the due date, annual service fee paid by the card owner, will not be refunded back to him/her;
33. From the moment of overspending the amount at the card (non-sanctioned overdraft), card owner is obliged to augment the amount;
34. For utilization of non-sanctioned overdraft, card owner pays the interest for the overspent amount to the bank, the interest rate of which is fixed under the plastic card issuing and service rates;
35. In case if the card owner does not repay the indebtedness at the card account in a timely manner, the bank is entitled to write off without acceptance the principle amount of debit balance, interests accrued on it and any other payable penalties stipulated by the present agreement by that time, (if such one exists) from any account of the card owner (including the account in a currency different from the amount of debit balance). Additionally, in case if the amount to be written off without acceptance differs from the currency of current debit balance, the bank is entitled to convert the amount from one currency unit into another one as per the commercial rate of the bank;
36. Bank is obliged to provide the complete and accurate information to the card owner immediately on demand, in the form of statement, with regard to the status of his/her card account, unless there is any additional agreement between the bank and the card owner;
37. Card owner is responsible for the correctness of the information provided to the bank and in case of changes in contact details (address, E-mail, telephones etc.), is obliged to notify the bank in writing with regard to the aforementioned within 2 (two) calendar days;
38. Card owner has to notify the bank with regard to the amounts transferred by mistake to the card account immediately after the receipt of the relevant information and return the amount, transferred by mistake, to the bank no later than within 2 banking days;
39. Card owner is entitled to claim against the operations performed through his/her card account and other inaccuracies within 120 calendar days from the transaction (in case of the internet transaction – within 75 days). Customer is not entitled to claim against the operations performed through his/her card account, if the latter is not in breach of any provision of the present agreement;
40. Card owner is responsible for the additional paid services related to investigation of the problem by the Visa, in case if such one exists;
41. In case if the claimed amount is positively addressed, the amount will be reflected at the customer's card account on the maximum 80th day from making the claim;
42. The bank will try to resolve the disputable situation within its competence, but in case if the amount is not returned, card owner undertakes the responsibility for the claimed amount, unless the mentioned situation is caused due to the bank's fault;
43. Card owner is liable to repay the outstanding indebtedness to the bank on a priority basis out of any transfer made to his/her account;
44. Present provisions with its obligations and benefits are valid for the relevant heirs and legal successors;
45. Bank is entitled to unilaterally make amendments/additions to the present provisions, as well as to the card service rates. The bank provides the information with regard to the aforementioned through the electronic (brief text messages, E-mail etc) or through other means acceptable to the bank, through sending notices to the customer and/or making advertisements at the bank offices. In case if within 14 banking days after sending notices by the bank with regard to the amendments, card owner does not refuse in a written form to the bank, the amendment will come into force; If the card owner does not agree with the changes, the bank is entitled to unilaterally terminate the validity of the present agreement.
46. If any provision of present provisions is invalid, this agreement or any other provision thereof shall remain in effect.
47. Any dispute or disagreement between the parties shall be resolved through negotiation. Where no such agreement is reached, the dispute shall be resolved by the Court of Georgia in accordance with the applicable Georgian law.
48. Parties are exempted from the responsibility for non-fulfillment of the obligations stipulated by the agreement in case if it is caused due to the force majeure events;
49. Any relationships and other issues, which are not stipulated by the present provisions, are regulated in accordance with the applicable Georgian law and the procedures of "VISA" international system.