

Standard Terms for Performance of Banking Operations of the JSC Terabank

Part I

Article 1 - Explanations

1.1 Below listed terms have the following meaning:

- 1.1.1 **Extract** – Information drafted in the form established by the bank regarding the operations and balances performed at the account;
- 1.1.2 **Account** – Bank account opened under the name of a customer;
- 1.1.3 **Autorization** – Consent of the Client to the payment transaction expressed in the manner agreed in the present conditions and / or in accordance with the rules established by the effective legislation
- 1.1.4 **Unsanctioned overdraft** – debit balance(s) arising at customer's account, which arose without any prior approval by customer;
- 1.1.5 **Bank** – JSC terabank, ID/Code: 204546045, address: Georgia, Tbilisi, 0103, Ketevan Dedoplisti Avenue #3; banking license # 0110245, issued by the National Bank of Georgia;
- 1.1.6 **Commercial currency exchange rate of the bank** – Currency exchange rate fixed by the bank for cash and cashless currency exchange operations, which is defined by the bank at its own discretion on every calendar day once or several times;
- 1.1.7 **ATM** – electronic software-technical equipment for self-service, through which customer can withdraw cash, activate the loan/overdraft, transfer the amount, receive the information regarding the existing balance at the account, making payments and conducting the operations allowed by another bank for this channel; **Card** – main or/and additional international banking card (VISA, MasterCard,) means of payment, which is related to customer's account;
- 1.1.8 **Card-holder** – a person, designated by customer, which disposes and uses the existing amounts at the account related to the card.
- 1.1.9 **Payer** – a person, who issues order or/and agrees to issue the order;
- 1.1.10 **Payment operation** – operation for allocation/transfer of cash resources, transfer or withdrawal operation;
- 1.1.11 **Application** – Document/information created by the bank in a defined form and materially, electronically presented by customer, or presented through the other similar means, which confirms the will of customer to receive the relevant service/product and considered to be having the equal legal force to stating the approval by customer on the material document/expressing the will;
- 1.1.12 **Order** – the order issued by customer to the bank with regard to performance of the payment operation, which is issued by customer to the bank in accordance with the present provisions and applicable legislation;

- 1.1.13 **Additional card** – card, which is issued by the bank to customer or/and to the other person mentioned by the customer (additional card holder); Additional card, despite of its holder, is related to customer's account and customer/main card holder and is held responsible for any operation performed through the additional card;
- 1.1.14 **Web-site** - web-site of the bank: www.terabank.ge;
- 1.1.15 **Internetbank** – one of the channels of the remote banking service, through which the customer can receive various information without visiting the bank, through the internet web-site of the bank: www.ebanking.ge, and perform certain operations;
- 1.1.16 **Legislation** – applicable legislation of Georgia and the normative acts subordinated to law;
- 1.1.17 **Customer** – a person, whose name, surname and identification data are set forth in the application, under whose name the account is opened and who uses the service/product defined under the present provisions;
- 1.1.18 removed
- 1.1.19 **Code word**- a word, which is recorded when customer fills in the application and is known only to customer and bank;
- 1.1.20 **Third person**- any person, except for customer and bank;
- 1.1.21 **Recipient** – a person, in favor of whom the payment operation is performed;
- 1.1.22 **Party/parties** – bank or/and customer or/and additional card holder(s) in accordance with the context;
- 1.1.23 **Current account** - account, on which the cash resources of a person are recorded and which is disposed by customer for making payments or for the other purpose.
- 1.1.24 **Nominal account-holder** – account, which is used for recording the cash resources, assigned to nominal ownership of customer.
- 1.1.25 **Password** – one of the parameters required upon authorization for receipt of service, which is issued to customer upon registration in the internet bank;
- 1.1.26 **Personal information** –personal data of a person. Which includes, but not limited with the following: name and surname of the person, personal number or/and features of his/her ID document; registered or/and de facto dwelling address; contact information – phone/mobile number. E-mail number; conduct of account of customer and solvency status; assets owned or/and possessed by the person; information regarding the family members, relatives of the person, or the other persons residing at the address; Information about the employment and employment conditions of the person; Information regarding any bank/payment operation, indebtedness and balances at any commercial bank/credit/leasing institution; Information regarding the person's court/arbitrary legal proceeding and enforcement, their content and results; Information regarding the accounts of the person identified with any payment service providers/subscriber's data and the operations performed through this account, indebtedness, balance. Any other information which is related to the person and under which the person can be identified as per the rule stipulated by the applicable legislation;

- 1.1.27 **Personal data processing** - to take any action related to the mentioned data by using the automatic, semi-automatic or non-automatic means, in particular, collection, recording, reflection on the photo, audio record, video record, organizing, storage, replacement, restoration, revoke, use or disclosure by transfer or dissemination of data or by making otherwise available, grouping or combination, blocking, deleting or destruction;
- 1.1.28 **Pin Code** –personal identification number, which is issued by the bank to customer, in addition to the card, in a sealed envelope, or/and through the means of communication stipulated by the present conditions;
- 1.1.29 **Conditions** – conditions of the present banking service, which (fully or partly, in accordance with these conditions) forms the integral part of the agreement signed with the customer;
- 1.1.30 **Provider** – company providing the utility, communication or other types of services, the service fee of which is paid by customer;
- 1.1.31 **Banking service** – Banking product or/and service offered by the bank in accordance with the present conditions;
- 1.1.32 **Payment instrument** – card, internetbank, their requisites or/and complex of the procedures agreed under the present conditions, through which the customer initiates the task;
- 1.1.33 **Payment service provider** – legal entity, which provides the payment service to the user of payment service in accordance with the legislation;
- 1.1.34 **National Bank of Georgia** – supervisory body of the bank ([www. nbg.ge](http://www.nbg.ge)), at the same time the National Bank of Georgia is not responsible in any of the cases for undue fulfillment of the obligations by the provider;
- 1.1.35 **International payment system** - International card schemes (VISA, MasterCard, etc.) Card schemes that have a set of general rules, technical standards and implementation guidelines on the basis of which card operations are processed. The information about card type and card scheme is set forth in the card application, as well as the information about the scheme is written directly on the card.
- 1.1.36 **Commission** – the fee fixed in accordance with the applicable rates at the bank for customer using any other services within the framework of the conditions or/and the other related documents to it;
- 1.1.37 **Banking day** (or working day) is a day (except for Saturdays, Sundays and / or official holidays defined by law for commercial banks) when commercial banks in Georgia are open and conduct their operations;
- 1.1.38 **Operational day** – time segment from 10:00 to 17:00;
- 1.1.39 **Pay-roll project** – The service offered by the bank to customer's employer company, according to which the bank prepares the bank cards for the company's employees and provides the relevant service;
- 1.1.40 **Stop-list** – the international or local list of those cards, on which the performance of payment operations is not allowed and a special service regime is applicable for it;
- 1.1.41 **Main card** – card, which is issued by the bank directly to the account holder person;

- 1.1.42 **Agreement** – Banking service agreement consisting of the present terms (or part thereof), the tariffs set by the bank and / or agreed in writing with the customer and any additional terms, attachments and / or applications (if any) that apply to existing and / or bank Service or product offered by the bank in the future and which will be required by the customer to use additional banking services (ies) under the present Terms and Conditions.
- 1.1.43 **Apple** - US registered legal entity – company: Apple, Apple Inc,
- 1.1.44 **Apple device** - a device (for example, iPad, iPhone or Apple watch) manufactured by Apple that can be used to register a card for payments in Apple Pay;
- 1.1.45 **Mobile Payment System - Apple Pay** - A payment instrument created by Apple - a mobile / digital payment system / service that allows payments to be made using an Apple device and cards switched / added to the Apple device.

Article 2 – General Provisions

- 2.1 The provisions define the description of the bank’s banking service, as well as the rights-duties of the parties in the process of using the service;
- 2.2 The provisions form the integral part of the agreement;
- 2.3 Provisions of using the following banking services are defined in this document:
- Bank account;
 - Card;
 - Internet bank;
 - SMS service;
 - Automatic transfers;
 - Currency exchange;
 - Telephone service.
- 2.4 For the purpose of receiving the full information regarding the service stipulated by the present provisions, as well as the service, customer is obliged to become familiar with the present provisions, completely fill in and sign the relevant application(s);
- 2.5 After reviewing the customer's application, the Bank decides whether to provide the customer with the services requested by the application. In addition, the Bank may request the customer to submit additional information, documentation, and / or to fill out applications / deeds (including, if appropriate, if the customer is required to complete the Foreign Accounts Compliance Act (FATCA) under U.S. tax law) to make a decision.
- 2.6 The Bank may refuse to provide the service, if the customer has not filled out, or did not sign or did not provide any of the above documents to the Bank, in form and contents acceptable to the bank. However, the bank has the right, individually, at its own discretion not to accept the application and refuse to provide services to the customer without stating the reason;
- 2.7 By presenting the application, customer agrees with the present provisions and signing the agreement with the bank under those terms and conditions;

- 2.8 Using any of the banking services (or any part of it), described in the provisions, by the customer is considered as the approval by the customer on the present provisions and signing the agreement with the bank under those terms and conditions;
- 2.9 Present provisions are allocated and customer can see it at the bank's web-site.
- 2.10 The Bank is entitled to completely or partially cancel and / or temporarily terminate the services specified in these terms at any time of which the Bank notifies the customer in accordance with the terms specified in the agreement.
- 2.11 The rules for the provision of payment services by the Bank are given in these terms and conditions, and in case of any discrepancy between the information posted on the Bank's website and these terms and conditions, these terms and conditions shall prevail.
- 2.12 Within the scope of a specific payment service, information may be provided to the customer by an employee of the Bank orally, and when receiving remote banking services, the customer may be guided by the rules posted on the Website and these Terms.

Part I I

Article 3 – Current Account

3.1. Account opening

- 3.1.1 Bank opens the current account(s) for customer and provides service to him under the terms and conditions stipulated by these provisions;
- 3.1.2 Current account(s) is/are opened as per the customer's application and the necessary documents, stipulated by the legislation and defined by the bank, presented by customer.

3.2 Operations at the account

- 3.2.1 Bank performs the order on transfer of funds from customer's account in case of availability of sufficient balance at the account and provided if the mentioned order is not in controversy with the requirements of the legislation or/and the present provisions:
- a) On the same business day, if the bank is the provider of payment service to the payer and recipient, or
- b) No later the next business day, if various payment providers serve to the payer and recipient;
- 3.2.2 An order is considered to be received:
- a) On the day of initiating the order, if the bank is the payment service provider to the payer and the recipient, or
- b) If various payment providers serve to the payer and recipient, in case of receipt of the order during the operational day, on the day of its initiation, while in case of initiating after the operational day, on the next business day.
- 3.2.3 The order must include the requisites defined by the legislation of Georgia and / or the relevant order form by the bank. In the event that a customer transfer order involves the transfer of funds to another bank, the bank is not responsible for the period that may be required by the recipient bank to reflect the transferred amount in the recipient's account; The payment order

- may not be completed as soon as the order is issued, however, the bank is authorized to deduct or block the full amount from the customer's account (s) upon receipt of such order;
- 3.2.4 Funds may be transferred to customer's account in cash, as well as in a cashless form;
- 3.2.5 Bank reflects the funds transferred to customer's account no later than 3 (three) business days, provided if the mentioned operation is not against the requirements of the Georgian legislation or/and present trms and conditions. In addition to the aforementioned, mentioned term may be increased as per the bank's disreation, in case if additional information/documentation is required to check legality of the operation or/and compliance with the present terms and conditions;
- 3.2.6 Customer is obliged to issue such a task to the bank for conducting the payment operation, which is not restricted under the legislation;
- 3.2.7 Customer is not entitled to use the account for the entrepreneurial activities, if he does not have a relevant taxation/entrepreneurial status and is responsible for the consequences of violating this obligation;
- 3.2.8 Bank is entitled to stop performance of the payment operation, if, as per the bank's assessment, the operation aims at illicit income legalization, illegal actions or/and financing terrorism and the persons being accused of the other international crimes, or is in controversy with the requirements, established under the present provisions or/and legislation;
- 3.2.9 Bank is entitled to require the customer to provide the economic verification of any payment operation and any other type of information and/or document related to the operation, while in case if such a requirement is not met, not to fulfill the order;
- 3.2.10 Customer is obliged to pay the fee to the bank, under the applicable rate at the bank, for performance of payment operation at his/her account;
- 3.2.11 Bank is entitled not to fulfill the order in conjunction with performance of payment operation from the current account and to notify the customer in any form agreed under the present terms about non-fulfillment of the order, in case if:
- a) Customer cannot be completely identified;
 - b) The order had been drafted or presented by breaching the rule established at the bank, against those terms or contains the inaccurate information(guidelines);
 - c) The amount, mentioned in the order, exceeds the existing available amount at the account, or the limits fixed by the bank;
 - d) Customer does not have the necessary amount of the bank's fee for fulfillment of the order, or/and does not pay the mentioned fee;
 - e) Bank is doubtful about the attempt of performing the illegal operation;
 - f) Customer did not present the requested information, or document in conjunction with the mentioned operation, to the bank.
 - g) In case of impossibility of performing the operation, stipulated by the applicable legislation.
- 3.2.12 Write-off of the cash resources from the customer's accounts, as a rule, is made under the rule, stipulated by these terms, as per the received approval, permit, order or request of the customer;
- 3.2.13 Bank is entitled to fulfill the order of the customer, without any additional written approval/order of the customer, in case of presenting(by verbal statement to the bank's employee) the code, sent through the brief text message by the bank to the customer (to the

- contact number, indicated by him/her), by the customer to the bank, within the limits, fixed by the bank; Confirmation under the code, sent through the brief text message, is equal to the signature on the material document by the customer, in the relationships between the parties;
- 3.2.14 Bank is entitled to write-off the funds from the customer's account, without acceptance, without the further approval by the customer, in the following cases:
- a) For refunding the funds transferred by mistake, or/and breaching the requirements of the legislation, or/and suspicious funds;
 - b) According to the applicable rates, for repayment of the service fee or/and any type of the outstanding indebtedness to the bank, or fulfillment of the liability;
 - c) Under the applicable legislation, or/and in the other cases, stipulated by the agreement signed between the customer and the bank, or/and the other document;
- 3.2.15 Within 1 day from receipt of the information regarding the amount, transferred by mistake to the account, customer is obliged to notify the bank about the amount, transferred by mistake, and refund the mentioned amount to the bank (except for the case, if the bank had already deducted the mentioned amount from the account without the rule of acceptance). In case of non-fulfillment of the mentioned obligation, to pay the penalty to the bank – in the amount of 0.5% of the funds, transferred by mistake, for each of the overdue day;
- 3.2.16 In case if customer requests, bank presents the extract to him/her, regarding the payment operation, performed at the customer's account;
- 3.2.17 Customer can receive the information regarding the details of the concrete payment operation, through the bank's branch, service-center/service-desk or/and call center, as well as based on the type of the payment operation, an extract, statement, receipt or/and other document may be issued to the customer, in the form and terms defined by the bank.
- 3.2.18 Customer is entitled to request the bank to remunerate the relevant amount to the incorrectly made payment operation, if more than 40 days have not passed since the date of performing the unauthorized operation, or more than 180 days have not passed since the date of performing the unauthorized operation and the customer notified the bank in a written form in regard to the unauthorized and incorrectly performed operation, within no later than the following business days.
- 3.2.19 From July 1, 2020, according to the law of Georgia "On deposits insurance system", the existing amount at the deposit/account of all individuals, despite of the number of the deposits/accounts, at each of the commercial banks it is insured and will be remunerated by the Deposits Insurance Agency within the limit of GEL 15, 000. The amount on all accounts of every natural person in a commercial bank is automatically insured without extra payment. See the additional information at the web-site of the Deposits Insurance Agency:
www.diagency.ge

3.3 Suspension of service, closure of the account

- 3.3.1 Bank is entitled, for securing the fulfillment of the undertaken obligations by the customer under these terms and conditions or/and under any other existing agreement with the bank or in case of non-fulfillment of the aforementioned or/and improper fulfillment, to block any account of the customer or/and existing funds at those accounts, which rules out performance of any payment operation through the mentioned account/funds, except for the cases, stipulated by the applicable legislation;
- 3.3.2 Bank is entitled, under its own decision, in case of existence of the basis stipulated by the presents terms or/and legislation, not to receive installment to the account or/and require the customer to close the account;
- 3.3.3 Bank is entitled to close the current account:
- a) As per the customer's application;
 - b) In case of non-payment by the customer of the fee for service to the account during 1 year or/and absence of the balance at the customer's account;
 - c) In the other cases, stipulate by the applicable legislation;
- After closure of current account, all services, stipulated by the presence terms and conditions, will be terminated for the customer.

3.4 Nominal owner's account

- 3.4.1 Terms and conditions, stipulated by the above mentioned paragraphs of the Article 3 will be applicable for the service to the account of the nominal holder, unless otherwise regulated below.
- 3.4.2 Only the funds of the customer of the account holder person can be allocated at the account of the nominal holder and/or transferred from this account, which are owned and disposed by this person in accordance with the legislation of Georgia, by separating from his/her own funds.
- 3.4.3 Cash resources can be transferred to the account only in a cashless way;
- 3.4.4 Account holder shall be held responsible for the contents and purpose of the operations performed at the nominal holder's account.

3.5 Additional terms of service to the budgetary organizations

- 3.5.1 Terms and conditions, defined under the present paragraph 3.5, are applicable for only the budgetary organizations. The bank provides the services to the mentioned organizations under the rules, stipulate by the present terms and conditions, in consideration of the following additional terms and conditions:
- a) Transfer of the amount can be made to the account/from the account only from the account(s) opened only at the State Treasury to the existing account at the bank, transfer of the amount to account(s) opened at the State Treasury to the existing deposit account at the bank and transfer of the amount(s) from the mentioned deposit account(s);
 - b) The interest, to be accrued on the account, is transferred to the existing account at the State Treasury, in the periodicity, defined under the relevant agreement, or after closure of the account(s);

- c) In case of request by the State Treasury, bank is entitled to suspend/terminate any relevant operation, without any additional request by the customer, transfer the existing amounts at the account to the existing account at the State Treasury or/and close any account of the customer;
- d) Opening of any such account, for which the above mentioned restrictions are not applicable, require the approval by the authorized body;
- e) Customer shall pay all fees, stipulated by the agreement, to the bank, in the periodicity, defined by the bank and as per the presented documentation.
- f) Bank is entitled to revise the fact of compliance of the operation performed/to be performed by customer with the State Treasury, as well as provide the State Treasury with the information regarding the performed/to be performed operation, or/and the existing balance at customer's bank account(s).

Article 4 - Card

4.1 Card Issuance/returning

- 4.1.1 Bank issues the card(s) as per the appropriate application, filled in by the customer, and issues it to the customer for use; Depending on the card scheme and / or the type of card, the specific conditions (including permitted and / or restricted transactions) in relation to the card (if any) are determined by the application.
- 4.1.2 Customer is obliged to check the integrity of the issued envelope, in which the Pin Code is placed(if applicable);
- 4.1.3 Bank is entitled, at its own discretion, to refuse to issue the card(s) to customer or/and restore the card;
- 4.1.4 Card is the bank's property;
- 4.1.5 Period of using the card is fixed in accordance with the term indicated on the card. Card validity term expires after expiry of the last day of the relevant month of the indicated year;
- 4.1.6 If any reasonable doubt arises, regarding the card being used for illegal actions, bank is entitled to replace it during the period of validity of the card and request the customer to return the old card;
- 4.1.7 If customer/cardholder works at the company, which is involved with the pay-roll project of the bank, customer/cardholder is agreeable to the person with the relevant representative authorities of the company to act on behalf of the customer/cardholder :
 - a) To sign and present the application to the bank for card issuance/renewing or/and allowing the overdraft/credit limit;
 - b) To receive(accept) from the bank and assign the card, PIN Code to the customer.
- 4.1.8 In case, if card holder does not claim the card within 3(three) months from the card issuance, then the mentioned card is subject to destruction. The fee for the paid card issuance shall not be refunded. The Customer/ Cardholder is authorized to download / save the card details in the payment application, as well as in the device equipped with the payment application, for which he / she is obliged to read the terms and conditions of use of the payment application and the device equipped with the payment application and be liable in accordance with the said and present terms with the payment application.

4.1.9 The Customer has the right to request and receive an extract from the bank account.

4.2 Service with card

4.2.1 Service with card implies performance of the payment operation by the customer/card holder through the card issued by the bank;

4.2.2 Procedures and rules of international payment systems are an integral part of these terms; Accordingly, the use of the card is regulated by these terms, the legislation of Georgia and the procedures and rules of international payment systems. The Customer is obliged to follow the mentioned rules and recommendations, including regarding the safe use of the card;

4.2.3 A payment transaction made by the Customer / Cardholder using the Card, PIN code and / or any requisites of the Card shall be considered as authorization of the Payment Transaction by the Customer.

4.2.4 Unless otherwise regulated under the present article, terms and conditions stipulated by the Article 3 are applicable for the service with card

4.2.5 Bank is entitled to write-off all cards, issued to customer, including the operations performed through the additional card, as well as the equivalent resources of the operations and fees presented via the payment system to the bank, or/and in accordance with the applicable rates in the international payment systems;

4.2.6 The following payment operations can be performed through the card:

- a) Purchase of product or service, including through the internet;
- b) Encashment at the ATMS and banking service outlets;
- c) Transfer/pay-in;

4.2.7 Card transactions on an existing account carried out in GEL, USD, EUR, GBP will be reflected in the customer's account in the same currency. If the card payment transaction was made in a currency in which the customer does not have an account or in which the customer has an account, but the account does not have enough balance to perform the payment transaction - such transaction will be performed by converting the amount from the customer's existing card account in a different currency in accordance with the applicable commercial currency exchange rate of the bank on the day of reflecting the transaction in the banking software; In this case, if there are balances on several accounts in another currency, the operation will be performed first from the account with a larger balance, if the balances on the account are equal, the priority of the conversion will be: GEL / USD / EUR / GBP. Transactions in any other currency (in which the customer does not have a bank account) are reflected in US dollars. In this case, the conversion rate is determined by the International Payment System at the current exchange rate of the transaction system on the day of processing the transaction, which is available on the website of the relevant payment system: VISA - <https://bit.ly/2J92TPb>, and MasterCard - <https://bit.ly/3ozFTJt>; In addition, 3% of the transaction amount, as a fee, will be added

to the transaction performed with a VISA card in GEL, USD, EUR, currency other than the GBP.

4.2.8 The card transaction may be:

A) Offline - a transaction that is confirmed or denied without contacting the bank / payment scheme and, consequently, without verifying the availability of the relevant amount of the transaction in the card account. In this case, the account may be overspent. In the case of offline card transactions (including recurrent payments) the customer is aware and agrees that the offline transaction (s) are completed without the Bank's confirmation, therefore the Bank is not liable for the performance of the Offline Transaction (s) with the customer's card, including those even if offline transactions are made after the card is blocked.

B) online - a transaction that is confirmed or denied by the bank or the relevant card scheme on behalf of the issuer;

C) Automatically recurring (recurrent) transaction - periodic payment of services and / or goods when the card payment order is initiated by the seller / service provider with the prior consent of the cardholder.

4.2.9 The customer/ cardholder is obliged to:

A) comply with these Terms, read and comply with the relevant payment system and card security rules, as well as - ensure their unwavering protection by all additional cardholders;

B) not allow the transfer of the card, PIN code and / or any requisites of the card (including card number, validity period of the card, CVV / CVC code) to third parties (disclosure) and be liable for any risk of unauthorized use of the card as a result of this insecurity; Including and not only do not store PIN code / card / card requisites in such a way or on such material or electronic carriers as allows them to be discredited and disclosed;

C) at the end of each calendar month check all the operations carried out through the card;

D) pay all the fees established in the bank for the performance of operations, as well as for the service of the account and card (s) in accordance with the current rates of the bank;

E) Never write PIN codes and / or card details so that third parties can obtain them.

F) in case of storing / memorizing the card data in the Internet space, take into account the risk of possible disclosure of card data and unauthorized operations.

G) regularly get updated with and follow the bank card service conditions and other security rules developed by the bank;

4.3 Claim

4.3.1 The customer has the right to complain about the transactions and other inaccuracies made on his / her card account within 30 calendar days after the payment transaction. Terms of acceptance of the customer's claim / complaint are posted on the bank's website. After the expiration of the period for appealing the disputed transaction, the transaction will be considered confirmed by the customer. However, the appeal of any transaction by the customer does not mean the unconditional obligation of the Bank to reimburse the customer

for the loss caused as a result of such transactions. Each case of appeal by the customer is considered individually in accordance with the rules established by the relevant payment systems, established practices in the international and local banking sector and current legislation;

4.3.2 The bank will consider the customer's complaint no later than 20 business days after its submission. If, due to reasons independent of the bank, the complaint cannot be considered and decided within the specified period, the bank shall notify the cardholder of the reason for the delay, the deadline for reviewing the complaint and making a decision. The maximum term for making a decision on the complaint and informing the cardholder is 55 business days after receiving the complaint.

4.3.3 In case of a positive settlement of the appealed amount, the amount will be reflected in the customer's card account as soon as the bank receives the amount in accordance with the regulations of the international payment systems and the internal procedures of the bank.

4.4 Restrictions

4.4.1 Existing amounts at the card account can be disposed within the limits fixed by the bank;

4.4.2 Bank is entitled to limit the capacity of making payment operation for the customer, if the volume of the operation exceeds the fixed encashment or settlement limits at customer's card, or the operation is in controversy to the terms and conditions established by present or internal payment system;

4.4.3 Bank is entitled to block the card or/and card account (stop payment operation) in case if:

a) Customer indicated the wrong information in the application;

b) There is a reasonable doubt, that by using the card, or un-sanctioned or/and illegal operation is being performed or/and has been performed at the card account;

c) Upon detecting the performance of illegal operation, as well as receipt of the information regarding the illegal use of the card by the international payment system;

d) For securing fulfillment of the obligations undertaken by the customer under these terms and conditions or/and any other existing agreement with the bank (including the credit or/and security agreement(s), or in case of non-fulfillment of the mentioned obligations, or/and improper fulfillment;

4.4.4 In case of collection or blocking any of the accounts of the customer/card-holder, the possibility of utilization of the credit limit or/and overdraft at the customer/card-holder's account is cancelled.

4.5 Additional card

4.5.1 The customer may request from the Bank any additional card (s) for any third party and their respective PIN code (s). In the case of the Bank's consent to issue additional card, the customer is obliged to update the cardholder with the present conditions.

4.5.2 The customer authorizes the Bank to transfer the information to Cardholder (s) regarding his/her own account (s);

- 4.5.3 As a result of using additional card, the customer is responsible for the obligations arising before the Bank;
- 4.5.4 The request for issuing a new supplementary card can only be made jointly by the customer and the card holder.

4.6 Loss of the card

- 4.6.1 If the card and / or payment application and / or equipment equipped with the payment application (telephone, watch, bracelet, etc.) in which the card is loaded / stored (card details) is lost / stolen or the customer / cardholder suspects that PIN code or other data of the card have been disclosed, he is obliged to contact the bank immediately. The customer/ cardholder must immediately inform the bank through the hotline: Tel (+995 32) 255 00 00 and / or in case of connection by mobile phone also Tel * 5050, or send a message to the bank via Internet Banking or report to the bank in person, after which the bank blocks the card. The card will be unlocked according to the customer's statement. However, if the card can be used for payment without a PIN code, then the customer is obliged to take into account that the payment operation can be performed before the card is blocked without any obstacles (use of the PIN code). The Bank ensures the suspension of the card according to the request of the cardholder: a) in the local stop list, which ensures the blocking of the card for no more than 1 (one) banking day only for authorized payment operations; b) in the international stop list, which provides full blocking of the card (including for unauthorized) payment operations) within 14 (fourteen) calendar days from the date of insertion in the list. The cardholder is obliged to pay the fee for entering the card in the international stop list;
- 4.6.2 No later than the next day from giving the telephone notification to the bank on stopping the card validity, customer is obliged to present the written application to the bank regarding the loss of the card and indicate the type of the Stop List (Local, International), in which the card should be enrolled. Otherwise the bank will not be held responsible for the operations performed through the lost card;
- 4.6.3 In case of detecting the lost card, customer/card-holder is obliged to immediately return it to the bank;
- 4.6.4 From the moment of the loss of the card, before the written or verbal notification is received in the bank, bank is entitled (in case of availability of the relevant balance) to write-off, or block the amount required for the payment operation performed through the card, or the equivalent in the other currency;

4.7 Non-sanctioned Overspending

- 4.7.1 In case of unauthorized overspending, the customer is obliged to immediately top up the amount up to the amount of zero balance;
- 4.7.2 In case of unauthorized overspending, the Bank has the right to request the customer to pay a fee from the date of unauthorized overspending, until its full repayment, in the amount of 0.5% of the unauthorized overspent amount, on each overdue day.

4.8 Card Security

- 4.8.1 Upon submission of the relevant application and documentation by the customer and payment of the relevant fee established by the Bank, the Bank undertakes to compensate the customer for the damage caused by the illegal operation using the card or card requisites, in accordance with the conditions established by the bank, under the conditions set by the bank at the moment of filling in the application by the customer;
- 4.8.2 Customer is entitled to make the application stipulated by the paragraph 4.8.1 through the remote service, including the internet-bank, or telephone service;
- 4.8.3 Bank's obligation, stipulated by the paragraph 4.8.1, is valid during the period of validity of the card. In addition, bank will not be obliged to remunerate any loss, in case is customer has not paid the relevant fee.

4.9 Card 3D Security Service

- 4.9.1 3D Card Security is an additional means of security designed to ensure the secure execution of internet card transactions with VISA or MasterCard international payment system in the form of Verified by Visa and MasterCard SecureCode services.
- 4.9.2 In order to activate the 3D security of the card, the customer must fill in the relevant application in the bank branches and service centers. The bank is authorized to automatically enable 3D security for the cardholder on its own initiative due to security.
- 4.9.3 When performing card transactions on the Internet, a one-time SMS security verification code will be sent to the number registered with the bank card holder at the bank.
- 4.9.4 When making online payments using 3D security, it is necessary for the authorized cardholder to make sure that the merchant's website and security are protected, for which purpose it is at least necessary to verify the presence of the "Verified by VISA" or "MasterCard SecureCode" logo on the website;
- 4.9.5 The customer is responsible for ensuring the confidentiality of the information used during the transactions made by means of one-time verification SMS code and / or the Internet.
- 4.9.6 In order to protect the customer's and / or its own interests, the Bank may suspend, limit or terminate the 3D Security Service, about which the bank will send a notification to the customer as soon as possible.

4.10 Contactless card

- 4.10.1 Contactless card is a type of chip card, which allows the customer to perform operations in service facilities equipped with appropriate technical means within the limit set by the bank, when performing a payment transaction with a card without a PIN code.
- 4.10.2 Payment by contactless card is made without a PIN code, which is considered as payment authorization. The special liability of the customer is to avoid the risk of physical contact with third parties on the contactless card, to exclude unauthorized payments.

4.10.3 For the contactless card service, the conditions provided for in the above paragraphs of Article 4 shall apply.

4.11 Mobile Payment System

4.11.1 Mobile payment system services, unless otherwise specified below, shall be subject to the conditions set forth in the above paragraphs of Article 4.

4.11.2 The Customer is authorized to activate / add his / her card to his / her Apple device provided that: a) the Customer will be identified in accordance with the rules established by the Bank; B) There will be no conditions that, in the Bank's view, limit the ability to add a card to an Apple device.

4.11.3 Activation of the card / additional card in the mobile payment system and / or deletion of the activated card from Apple Pay can be done by the customer under the conditions defined by the mobile payment system, subject to these conditions. Among them, the customer may be required to go through a verification process, in accordance with the rules established by the bank.

4.11.4 After the Customer adds / activates the card in the mobile payment system, he / she will be authorized to carry out payment operations on his / her card account through the mobile payment system. Payments with the card / additional card included in the mobile payment system can be made: a) by placing your device on contactless payment terminals or through applications and websites where the Apple Pay sign is displayed.

4.11.5 The Customer is obliged to authenticate in accordance with the rules of the Mobile Payment System before performing the payment operation of the mobile payment system, which refers to the form of a passcode, fingerprints, face recognition or other new technology offered by a mobile payment system for identification. This is considered to authorize the payment transaction using the card.

4.11.6 Additional information on using the mobile payment system service can be found on the Bank's website.

4.11.7 After activating / adding the card to the mobile payment system, the Customer is obliged to ensure that: The Apple device can be used only by the cardholder authentication methods; Apple Pay and Apple device should be available only to the cardholder; Apple device and passcode to comply with the equal security standards and data of the card PIN code / data specified in this article.

4.11.8 The Customer is obliged to immediately inform the Bank if:

- A) his Apple device was lost or stolen;
- B) an unexpected interruption occurred while servicing an Apple device;

C) suspects that his Apple device has been used illegally or that unauthorized persons have access to the card data / PIN code.

4.12 Additional provisions in case of the business card.

4.12.1 Terms and conditions, stipulated by the above mentioned paragraphs of the Article 4 will be applicable for the service with the business card, unless otherwise defined below.

4.12.2 Business card is assigned to the card holder.

4.12.3 Business card can be used only by the card holder.

4.12.4 Card holder disposes the existing amounts at the account of the card holder only in accordance with the purposes related to the customer's activities.

4.12.5 Customer is obliged to update the card holder with the present terms and conditions.

Article 5- Internet Bank

5.1 Service

5.1.1 Service with internet bank includes, but not limited with the following through the bank's internet bank web-site: (www.ebanking.ge) :

- a) Receipt of banking information and providing the information to the bank;
- b) Registration for using various services/products;
- c) Receipt of the information regarding the products and services;
- d) Performance of various banking operations;

5.1.2 In order to receive the service through internet bank, customer should apply to the bank with the relevant application;

5.1.3 The customer acknowledges and confirms that any notification sent to the Bank via Internet Banking has the same legal force as the material document certified (in writing and signed) by the person authorized to manage the account and therefore any payment transaction made through Internet Banking is considered an authorized transaction;

5.1.4 An order / application received through Internet Banking may take some time to process, and in some cases within 2 (two) banking days from submission to their bank.

5.1.5 Unless otherwise regulated by this Article, the conditions set forth in Article 3 shall apply to Internet banking services.

5.2 Identification Data

- 5.2.1 In case of the bank's approval on the service with internet-bank, bank assigns the necessary data for use of internet-bank, to the customer, by using of which customer is identified when entering into the internet-bank's web-side of the bank;
- 5.2.2 For the purpose of security of customer's information and operation, bank is entitled to create the additional mechanisms for customer identification, including the use of various devices and special codes;
- 5.2.3 When customer uses the internet-bank, he/she is identified after performing the relevant electronic procedure. Any action, taken after identification, will be considered to be duly verified;
- 5.2.4 In case of loss of the identification data/devices/code, customer is obliged to immediately apply to the bank for granting the new identification data;
- 5.2.5 Bank stops the service with internet-bank at customer's account, under the notification on the loss of the identification data by customer, before receipt of the new order from the customer;
- 5.2.6 Customer is obliged to safely keep any information required for the use of internet-bank, as well as the equipment assigned/delivered by the bank to him/her (if applicable);
- 5.2.7 Customer is obliged to change the password upon entry into the internet-bank for the first time, or the bank's request, not to impart the password to a third person, not to keep the data in the memory of computer, or the other similar electronic equipment.

5.3 Mobile-bank

- 5.3.1 Service with mobile-bank implies the use of internet-bank service by customer, without visiting the bank, by using the software module/application, recorded in his/her own cell phone;
- 5.3.2 In order to use the mobile-bank, customer should have activated internet-bank and a cell phone (hereinafter "telephone" operating on the due operational system (Android, IOS or/and the other operational system defined by the bank);
- 5.3.3 Terms and conditions, stipulated by the paragraphs 5.1 and 5.2 of this article, are applicable for the service with mobile-bank.

Article 6 -SMS Service

- 6.1 Bank notifies customer through the SMS service, to the cell phone number mentioned by the customer in the application, in the form of brief text message, informing about the payment operations performed at his/her account;
- 6.2 In order to activate the SMS service, customer is obliged to apply to the bank with the relevant application;
- 6.3 In order to use the SMS service, customer is obliged to pay the fee to the bank, which is fixed by the bank;
- 6.4 Customer is obliged not to allow his/her own mobile phone, or/and SIM –Card to be handed under the disposal of a third person;

- 6.5 Customer is obliged to immediately notify the bank about replacement or/and loss of the mobile phone, SIM-Card or/and number through the hot line: Tel: (+995 32) 255 00 00 00 or/and in case of contacting through the mobile phone, also through the telephone *5050 and other form of communication defined under the present terms and conditions. As per such a notification, bank stops the SMS service until receipt of customer's application for restoration of the service. In case of presenting the verbal(by phone) application by the customer to the bank, customer will be identified through the code word or other means of identification, defined by the bank;
- 6.6 As a result of replacement, alienation of the number mentioned by the customer in the application, loss of the mobile phone or SIM-Card, assignment to somebody else and any similar case, customer will be held responsible for the outcomes caused due to disclosure of the confidential information;
- 6.7 The Bank is entitled to offer to the Customer instead of the Customer's signature, the confirmation of the transaction, order and / or any document (including the transaction) SMS offered by the Bank. In this case, the bank will send the customer data on the relevant operation / transaction (the amount of data is determined at the discretion of the bank) and an SMS code; By providing the SMS code to the bank by the customer, the customer confirms that he / she is fully aware of the relevant operation, order and / or the agreement, agrees with it, which is equal to signing the material document by the customer;
- 6.8 Unless otherwise regulated by this Article, the terms and conditions set forth in Article 3 shall apply to the SMS service.

Article 7 – Automatic Transfers

- 7.1 Service with automatic transfers imply the transfer of the funds by the bank:
- a) payment of the amount, indicated in the application, from the customer's account, in the defined periodicity ("Standing payment order");
 - b) Payment of the amount, indicated in the application, from the customer's account, in the defined periodicity ("Automatic Payment") as per the information provided by the provider of the utility service, regarding the indebtedness of the customer
- 7.2 In order to get the service through the automatic transfers, customer is obliged to apply to the bank with the relevant application;
- 7.3 Automatic transfer is made in the periodicity selected in advance by the customer, in accordance with the information mentioned in the application established by the bank;
- 7.4 Customer is entitled to make the necessary amendments to the data mentioned in the original application, or refuse to use the service;
- 7.5 In case of presence/availability of the amount at the customer's account, the bank will make the automatic transfer on the day indicated by the customer in the application, except for the cases, when the mentioned date coincides with the holiday, established under the legislation. In such a case, automatic transfers operation will be performed on the next business day;

- 7.6 Customer is obliged to always keep the sufficient balance at the account for the automatic transfers and pay for the service fee in the moment of transfer, in accordance with the rates applicable at the bank;
- 7.7 Bank is entitled not to make the automatic transfer:
- a) in case of absence of the sufficient amount at customer's account;
 - b) The cases stipulated by the legislation;
 - c) In case of outstanding debt of the customer to the bank;
- 7.8 In case of standing payment order:
- 7.8.1 In case of daily order - the attempt to complete the order will be made once a day. For a month.
- 7.8.2 In case of weekly order - the attempt to perform the operation will be made once a day. For seven days.
- 7.8.3 In case of monthly order - the attempt to perform the operation will be made once a day for seven days from the day of execution.
- 7.8.4 In case of quarterly assignment - the attempt to perform the operation will be made once a day for seven days from the day of execution.
- 7.8.5 In case of annual order - the attempt to perform the operation will be made once a day for seven days from the day of execution. In case of repeated unsuccessful attempts for three years one after another.
- 7.8.6 In case of individual order - the attempt to perform the operation will be made once a day for seven days from the day of execution.
- 7.9 In the absence of sufficient balance on the account in the attempts provided for in the previous paragraph, the order will not be completed.
- 7.10 In case of automatic payment in case of insufficient balance on the account, if there is sufficient amount to complete the order on the account within the next 3 (three) business days, the bank will resume the automatic transfer. Otherwise, the order will not be completed.
- 7.11 An automatic transfer will not be performed if the balance remaining on the account after its transfer will not be sufficient to pay the fee fixed by the bank for the automatic transfer. Automatic transfer will not be partially executed;
- 7.12 For automatic transfers, the electronic payment documents created by the bank have the same legal force as the paper document printed on paper and confirmed under the signature of the person authorized to manage the account;
- 7.13 Unless otherwise regulated by this Article, the conditions set forth in Article 3 shall apply to automatic transfers.

Article 8 - Currency Exchange

- 8.1 Bank provides the customer with the information and brokerage service related to currency exchange;

- 8.2 Currency exchange operation implies the sale of the existing funds at one of the currency accounts of customer, in exchange for the other. Currency exchange operation will be performed by the bank in accordance with the application of customer, under the commercial rate, fixed at the bank, or the rate agreed between the parties;
- 8.3 Customer's application can be presented as a paper document, as well as through the internet-bank. The application, presented through the internet, has the equal legal force to the paper document, printed on paper and signed by the customer;
- 8.4 Bank undertakes to perform the currency exchange operation in case of presence of the necessary amount for performance such an operation at customer's account (in consideration of the bank's fee) and to transfer the purchased amount upon performance of the currency exchange operation to customer's account;
- 8.5 Bank is entitled from the moment of receipt of the application for performance of the currency exchange operation by customer, to block the amounts at customer's account, before completion of the operation within the framework of the amount to be sold by existing customer in the application, or in case of performance of the operation by the bank, before refusal;
- 8.6 Bank does not undertake to meet the application regarding the performance of the currency exchange operation, in case if the request for performance of the currency exchange operation under the rate, indicated in the application, does not comply with the rate fixed by the bank;
- 8.7 Customer is obliged to have a sufficient amount at the account for fulfillment of the order and pay the fee, fixed for the mentioned operation;
- 8.8 The order/application, issued by the customer to the bank, is not the subject to cancellation without the approval by the bank.

Article 9 – Telephone Service

- 9.1 Telephone service implies the following, without visiting the bank by customer, using the telephone connection, defined by the bank:
 - a) Receipt of banking information;
 - b) Registration for using various banking services and making amendments to the registered data;
 - c) Performance of various banking operations within the limit;
 - d) Changing the contact information;
 - e) Expressing the wish of receipt or/and cancellation of various banking products (presenting the application to the bank);
- 9.2 In order to receive the telephone service, customer should apply to the bank with the application;

9.3 Customer Identification

- 9.3.1 Code word is applied for customer identification, or the other method of identification defined by the bank;
- 9.3.2 Bank is entitled to refuse the person to provide the telephone service, who will not, or cannot pass through the identification procedure;

- 9.3.3 In case, if the bank has a doubt, that not the customer, but a thord person is trying to receive the information, or peform the operation, bank is entitled to refuse to fulfil the telephone order;
- 9.3.4 Customer orders the bank and authrizes the latter, when contacting the bank by phone, after pasing through the relevant identification procedures:
- Provide him with the information regarding his/her accounts;
 - To perform the operations allowed by the bank within the framework of the telephone service under his order;
 - To record any telephone conversation in the electronic database of the bank and in case of dispute, to apply it as an evidence.

Part I I I

Article 10 –Rates, Payments

- 10.1 The Customer is obliged to pay a fee to the Bank for using any of the services provided for in these Terms and in accordance with the rates and payment rules set by the Bank for the performance of banking operations within the framework of the aforementioned, given on the Bank's website or generally valid at the time of accrual. Also, if a foreign payment or exchange system is involved in the payment transaction (as well as changes thereto) or cancellation or refund transaction, an additional fee may be set by the foreign intermediary, which must be paid by the customer.
- 10.2 Bank is entitled to unilaterally change the applicable rate of the fee and the rules of their payment. Customer will be notified in advance about the aforementioned, under the rule stipulated by the present terms and conditions;
- 10.3 The Bank is entitled to write off the service fee from any account of the customer without acceptance. If the amount payable and the amount credited to the account are in different currencies, the bank is entitled to make the conversion at the commercial exchange rate in the bank at the date of payment, and the cost of the conversion service is also written off the customer's account without acceptance (without the customer's consent).
- 10.4 In case of the outstanding debt of customer to the bank, the funds are repaid in the sequence, given below, at the same time, the bank is entitled, in any concrete case, to define/change the below given rule of sequence of repayment of the outstanding debt to the bank:
- Creit indebtedness in accordance with the terms of the relevant agreement on credit products;
 - Unauthorized Expenditure Fee (if any);
 - Any other debt (if applicable);

- 10.5 In case of non-payment of customer's or any service fee, bank is entitled to stop or terminate any service stipulated by the present terms and conditions;
- 10.6 In case of termination of any service, stipulated by these terms and conditions, the service fee, already paid by customer, will not be refunded to him/her.

Article 11 – Responsibility, Restriction of Responsibility

- 11.1 Parties are obliged to remunerate to each other the damage(loss) imposed as a result of non-fulfillment/improper fulfillment of the agreement, under the rule established by the legislation;
- 11.2 Customer is responsible for the damage caused as a result of unauthorized payment operation performed on the territory of Georgia, due to the stolen or lost payment instrument, or its illegal purloining, illegal use, no more than GEL 100. In addition, despite of the above mentioned, customer is held fully responsible for the damage, related to the unauthorized payment operation, which is caused due to his criminal action, as well as non-fulfillment by him purposefully, or due to negligence, of the obligations, defined by these terms and conditions.
- 11.3 The Bank shall not be liable to the customer for any loss or damage, loss of profit, business, income or planned savings related to the specified banking services / obligations; The Bank shall be fully exempted from any liability to the Customer for the consequences caused without the fault of the Bank.
- 11.4 Bank is not responsible for non-fulfillment of the obligations, which is caused:
- 11.4.1 Due to the error committed in customer's order or any other document;
- 11.4.2 Due to any actions by the recipient or/and intermediary bank;
- 11.4.3 As a result of the embargo/ban imposed upon the state of the recipient, or/and intermediary bank;
- 11.4.4 As a result of refusal, or delay by the intermediary bank to fulfill the order;
- 11.4.5 As a result of detaining the amount/stopping the operation for the purpose of enhancing the illicit income legalization or/and other legal purposes;
- 11.4.6 As a result of performing the operation as per customer's order;
- 11.4.7 As a result of filling in the application by customer is a wrong, or incomplete manner, or/and wrong/inaccuracy information provided to the bank;
- 11.4.8 As a result of mal-functioning of customer's or other person's own computer, telephone or/and other equipment (including any of the parts or/and accessories), or/and software;
- 11.4.9 As a result of technical defect, system resetting, error in electrical transmission, or illegal penetration through the bank's electrical systems and other electrical inputs;
- 11.4.10 As a result of the actions of the telecommunications operator, internet provider and / or any other person whose services are directly or indirectly related to the provision of any of the services specified by the Bank under these terms,
- 11.4.11 as a result of non-fulfillment of obligations by the Customer under these terms;
- 11.4.12 As a result of neglecting the bank's recommendations/instructions by customer;

11.5 Except for the cases stipulated by the previous paragraph, when customer is performing the operation with the card, the bank is not responsible either:

- 11.5.1 For the delayed, wrong, incorrect or unfulfilled operations, which are caused due to the international payment system error or technical reason;
- 11.5.2 For the terms of factual reflection of the payment operation on customer's account performed through the card, if the mentioned operation was performed on the equipment, which does not belong to the bank;
- 11.5.3 For the loss, which might be implicated upon customer due to the existing gap between the date of payment operation, performed through the card and the date of reflecting the mentioned operation on customer's account, between the currency exchange rates;
- 11.5.4 For the fees arising as a result of processing of the payment operations by the international payment system outside of the bank's network, and the gap between the rates;
- 11.5.5 For damages incurred if, for reasons beyond the control of the Bank, the account, code word, PIN code or other information about the card (s) and its holder (s) became known to a third party (s);
- 11.5.6 For unsanctioned use of the card, if the latter is not caused due to customer/card-holder;

11.6 In case of loss of the card, bank is not held responsible:

- 11.6.1 Before receipt of the written notification and for the purpose of enlisting in the International Stop List, before payment of the fee by customer on the illegal payment operation performed through the card;
- 11.6.2 For any illegal action taken through the card;
- 11.6.3 For blocking the card as a result of false notification.

11.7 The Customer is responsible for all authorized orders he / she issues after passing the identification. This implies the responsibility of the customer for the order or for any mistake made during the execution of the order, which was sent by the customer and / or a third party. The Customer is liable for damages (losses), any action, cost, liability, sanction that may be imposed on the Bank for non-compliance with the obligations assumed by the Customer.

11.8 The parties are exempted from liability for non-fulfillment of obligations if these circumstances are caused by direct impact of an insurmountable force, including and not only: floods, earthquakes, fires, strikes, military action, blockades, acts or actions of state bodies, etc. (Force Majeure). In the event of force majeure, the parties are obliged to immediately notify the other party. The fulfillment of the obligations assumed by the parties will be postponed until the liquidation of force majeure circumstances.

Article 12 -Communication

- 12.1 Unless otherwise defined under these terms and conditions, customer should make any notification in a written form. Such a notice will be considered to be duly sent, if it is signed by customer and such one was delivered to the bank;
- 12.2 Bank is entitled to sent the notice to customer by one of the below listed means:
- In a written form – by sending letter to the address delivered by customer to the bank, or the other known address. In addition, the bank is entitled to retrieve the alternative address of customer (registered in the civic/entrepreneurial registry etc.) and send the notice to the retrieved address. When delivering the written notice, bank is entitled to deliver the notice to any person residing at the sent address, despite of the content of the notice;
 - Via electronic means – at the electronic address known to the bank or by sending notice through the customer’s internet bank.
 - By phone – by sending a brief text message to the cell-phone number given to bank by customer.
 - By allocating the information at the bank’s web-site, or/and bank’s branches/service centers.
- 12.3 For the purposes of this article the notification is deemed delivered even in situation, if the addressee refuses to receive the notification, or avoids its delivery, or it is impossible to deliver notification if the addressee is absent for more than once.
- 12.4 The notice, sent by e-mail by the bank to customer, is deemed delivered on the day of issuing the confirmation from customer’s e-mail server (notification regarding the registration of the addressee in the electronic mail). In case of absence of such a confirmation, on the next calendar day;
- 12.5 The brief texty message, sent by the bank to customer, through internet-bank, is deemed delivered, on the day of sending the notice, while in case of allocating the information at the bank’s web-site/branches/service-centers – on the day of allocating the information;
- 12.6 Communication between the parties is conducted in the Georgian language, in addition, bank is also entitled to conduct the communication with customer in the other languages, acceptable to customer;
- 12.7 Parties contact each other at the address defined under the application, or/and the terms, or at any other address, which will be informed by one party to another party in a written form, Every party is obliged to notify another party in a timely manner, about change of the mentioned address(es), or any of its data, otherwise the notice, sent to the mentioned address, will be deemed duly delivered.

Article 13 –Confidentiality, Personal Information

13.1 Processing the personal data of customer

- 13.1.1 Customer confirms and agrees, that the bank is entitled to process the personal data of customer in accordance with the present terms and conditions, for the purposes stipulated by the present terms and conditions;
- 13.1.2 When providing the personal information by the customer to the bank regarding the third persons related to the customer, it is implied that customer had obtained the approval from the mentioned persons under the relevant rule for processing their personal data by the bank. Accordingly, customer is responsible for issuing the approval by the mentioned persons and the obligation of obtaining the additional approval is not imposed on the bank. Customer should remunerate and protect the bank from any damage, complaint, cost, legal process and any other obligation, which might arise from the part of the customer as a result of breach of the above mentioned obligation;

13.2 Purpose of data processing

- 13.2.1 According to the present terms and conditions, personal data of customer/third persons can be processed including and not only for the following purposes:
- a) For performance of banking service, including for improvement of bank's service, for offering the new product, service;
 - b) For preparation and demonstration of various statistical reports, data, researches or/and presentations;
 - c) For providing the information to audit companies, in case of claim concession, to the persons obtaining the claim, or any supervisory body;
 - e) For security, crime detection or/and prevention;
 - f) For marketing use;
 - g) Organizing/launching the incentivising draw and publicizing its results.

13.3 Direct Marketing

13.3.1 The Customer authorizes the Bank to send short text, voice and / or other advertising messages (direct marketing) to the Customer's telephone number registered in the Bank, e-mail or other contact address, at intervals specified by the Bank, until the Bank receives from the Customer Otherwise, in written and / or electronic form agreed between the parties and / or established by law. However, it is not considered as direct marketing and the customer will not be entitled to request the bank to stop sending various advertising / information messages if the mentioned advertising / information messages are delivered directly to the customer at the bank's service points or electronic channels (including ATM, Internet banking mobile bank etc.) or/ and is related to providing the banking services.

13.4 Data changes

13.4.1 The Customer is obliged to immediately inform the Bank about the changes and additions to the documents submitted to him / her by the Bank and the information provided and to attach the relevant documents to the notification. Prior to receiving notification of changes and relevant documents, the Bank completes its operations on the basis of previously submitted documents and

information. The Bank is exempted from any liability if the information recorded in the application and / or otherwise by the Customer does not correspond to the Customer's identification data.

13.4.2 Bank is not held responsible for the result(s) caused due to the receipt of the notice by the other person, sent in accordance with the contact information provided to the bank by customer.

13.5 Confidentiality

13.5.1 Parties are obliged to keep confidentiality of any type of information received from another party. The aforementioned is not applicable for the information:

- a) Which is known to the information recipient party until delivery of the relevant information by the second party;
- b) Which will be disclosed in compliance with the legislation by the parties or for fulfillment;
- c) Which is disclosed for implementation/protection of the own rights by the parties under the court/arbitrary rule, or/and in conjunction with the course of the mentioned processes;
- d) Which can be legally obtained from the other sources;
- e) Which is permitted to be provided to the third persons in accordance with the present terms and conditions and any other paragraph.

13.5.2 The obligation of keeping confidentiality is valid even after termination of the agreement.

13.6 Delivery of the information and receipt of the information from the other sources

13.6.1 Despite of any wording of these terms and conditions, customer grants the authority to the bank:

- a) Under the rules established as per the legislation, to unlimitedly receive the necessary personal data for the bank from the electronic database of the Lgal Entity of Public Law – State Service Development Agency, or any registry or/and any other institutions having the identical or similar function, (private or public);
- b) collect / process all the credit / non-credit and other relevant information about the customer, which is related to the provision of information to the Credit Information Bureau and the receipt of information in accordance with the rules and conditions provided by the legislation of Georgia. This information is processed for the purpose of analyzing the solvency of the customer and will be available to users involved in the credit information bureau in accordance with the law (lending organizations and recipients / providers of information).
- c) hand over the details of the customer's order (regardless of whether the order will be performed) and / or any of his personal data / information in the bank to the recipient, as well as to any third party related to the execution of the order.
- d) provide confidential, including personal information to any third party with whom the Bank cooperates in the field of lending and / or banking services, and / or who is directly or indirectly involved in the provision of any of the services specified by the Bank under these terms and conditions, Other similar categories of individuals or legal entities;
- e) To provide the confidential, including the personal information to any third person, with whom the bank cooperates in lending sphere, or/and banking service, as well as the

- bank's auditors, consultants, advisors and other individuals and legal entities of the similar category;
- f) To provide the confidential, including the personal information to any third person at the stage of negotiations, for the purposes of claim concession, claim mortgaging or loan administration, or while concluding the relevant transaction;
 - g) As a result of non-fulfillment, or improper fulfillment of the present terms and conditions by customer, as well as any transaction concluded with the bank, or for the purpose of implementation/protection of the bank's rights, arising from them, and informing the community about the it, to provide the confidential information, inclusive of the personal information, to the third persons.

Article 14 – Regulatory Legislation and Settlement of Disputes

- 14.1 Present terms and conditions are regulated and explained in accordance with the legislation of Georgia.
- 14.2 Any dispute, controversy, or claim, which arises or concern with these terms and conditions, or any breach of these terms and conditions, shall be addressed through negotiations between the parties.
- 14.3 In case if the dispute is not settled, parties will apply to the Court as per the bank's location.

Article 15-Validity

- 15.1 These terms and conditions will enter into force after customer fills in the relevant application , signs and delivers it to the bank or/and customer use any of the banking services stipulated by these terms and conditions. In addition, part I and III of the terms and conditions will come into force, in full and only those articles from the Part II of the terms and conditions, which concern with the service indicated by customer in the application or/and received service. In addition, if any of the validated article contains the indication on the other article of the terms and conditions, indicated articles are also valid.
- 15.2 The agreement is valid for indefinite term, unless it is terminated as per the rule established under these terms and conditions.
- 15.3 If the bank or/and customer decide to terminate the service with any type of product, the agreement on termination will be valid only in conjunction with the indicated service.
- 15.4 If under the present terms and conditions, including the articulated of account, unless otherwise defined under the legislation of Georgia, bank is entitled to terminate the entire agreement at any time. In such a case bank sends the relevant notice to customer in the form agreed under these terms and conditions, at least one month prior to termination of the agreement.

- 15.5 In case of breach of the obligations, undertaken as per these terms and conditions, by the customer, or in case of danger of his/her insolvency, or in case if within any jurisdiction, fulfillment of any liability, stipulated by these terms and conditions, has become, or will become illegal, bank is entitled to immediately terminate the agreement by sending the relevant agreement, relevant service, close the customer's account(s) and claim full repayment of the outstanding debt by customer.
- 15.6 Customer is entitled to terminate the agreement/or refuse to use the concrete service/product under the written notification sent to the bank one month prior, provided that customer fully repays the debt arising before termination. In addition, in case of the bank's approval, the agreement may also be terminated before the mentioned term.
- 15.7 Despite of the basis for termination of the agreement, customer is obliged:
- 15.7.1 To immediately fulfill all the outstanding obligations to the bank;
- 15.7.2 To fully, immediately, withdraw the existing balance at the account. Otherwise the bank will be entitled to transfer the existing balance at the account to the transit account of the bank.

Article 16 - Amendments

- 16.1 Bank is unilaterally entitled to make amendments to the present terms and conditions and service rates. Bank will inform the customer about the aforementioned one month prior to the amendments coming into force. Under the rule stipulated by these terms and conditions, in which case customer is entitled to claim by presenting the due application, from providing the information by the bank under these terms and conditions, until it comes into force, to terminate all or any of the services, defined under these terms and conditions, for which he/she shall full repay the outstanding debt to the bank (if applicable). Otherwise the amendments, proposed by the bank will be considered to be accepted by the customer;
- 16.2 A change in terms / rates takes effect immediately, without prior notice to the Customer if:
- A) the change of the terms / rates of the service defined by the terms is made in favor of the customer and / or does not worsen the condition of the customer;
- B) New service, product is added to the terms or existing ones are replaced.

Article 17 – Final Provisions

- 17.1 These terms and conditions have superior legal force over the terms and conditions of all early signed agreements or transactions signed between the bank and customer on the same subject.
- 17.2 The words, applied in singular in the terms and conditions, imply plural and visa versus;
- 17.3 Under the terms and conditions, the obligations, arising by each party, are applicable for and bidding for the legal successors and heirs of the parties;

- 17.4 Customer is not entitled to assign or handover any obligation, undertaken as per the terms and conditions, or granted authority to a third person. In addition, it does not rule out the bank's right to accept the fulfillment proposed by a third person, despite of whether the customer is agreeable, or not;
- 17.5 Bank is entitled, without the approval by customer, to fully or partly assign any right, acquired under the present terms and conditions, to a third person;
- 17.6 The present terms and conditions have been drafted in the Georgian language. In case, if a non-Georgian version of the terms and conditions is available and any controversy arises between the Georgian and non-Georgian versions, Georgian version prevails;
- 17.7 In case of breaching the obligations, arising from the agreement, and/or legislation, by the customer, non-use by the bank of such right(s) does not form the basis for waiver of the right arising as a result of the agreement or/and legislation.