

**Amendments shall be effective as of April 1, 2021**

**The following amendments were introduced to the Banking Services Conditions published on the web page [www.procreditbank.ge](http://www.procreditbank.ge):**

**1. Sub paragraphs 1.13. shall be amended as follows**

“13. JSC ProCredit Bank Georgia, as a commercial bank operating in Georgia, shall be supervised by the National Bank of Georgia (website: [www.nbg.gov.ge/cp](http://www.nbg.gov.ge/cp)). Address: Tbilisi, Sanapiro Str. N2, Georgia.”

**2. Sub paragraph 4<sup>1</sup> shall be added to the Article 2:**

“4<sup>1</sup>. The Bank will not charge a fee to the Customer for an inactive financial product unless the Customer uses another active non-credit/deposit product.”

**3. Sub paragraph 2.28 shall be amended as follows and sub paragraphs 30, 31 and 32 shall be added to the Article 2:**

“28. The Agreement on Banking Products mentioned in the Special Terms shall be concluded for an indefinite term, unless otherwise provided for in the Agreement or the Special Terms. Agreements with Customers shall be concluded in Georgian or in English. Accordingly, the terms and conditions of the agreement are provided, looked through and communicated with the customer in the language in which the agreement is concluded.”

“30. When signing an agreement remotely, including through Internet Banking, the customer will not be charged additional fees for using the remote channel.”

“31. The customer may not unilaterally terminate an agreement concluded remotely, unless otherwise provided by the agreement.”

“32. During the effective term of a remotely concluded agreement, remote communication means may only with the prior written consent of the bank and if it does not contradict the agreement or the nature of the product.”

**4. Sub paragraph 3.3. shall be amended as follows:**

“3. In order for the amendments/additions including the amendments/additions relating to payment services) to become effective, it is sufficient to place the amendments/additions in the Bank offices and/or on the Bank website at [www.procreditbank.ge](http://www.procreditbank.ge), of which the Bank shall within the period defined by the legislation of Georgia notify the Customer prior to the effective date of such amendments/additions through any of the communication channel (written, short message service, Internet Banking, telephone call, etc.) agreed with the Customer. The obligation to meet the above deadline does not apply to the cases when the amendment/addition is made in favour of the Customer, also to new payment services that do not replace and/or change the payment service(s) provided for by the agreement.”

**5. Sub paragraph 7.7. shall be amended as follows:**

“For the use of funds erroneously credited to the account, the Bank is authorized to impose on the Customer a penalty of 0.5% of the amount used. The penalty will start accruing 5 (five) working days after informing the Customer and will be accrued for each day of unreasonable use. For the purposes of this paragraph, the Bank is authorized to use any available means of communication to inform the Customer. The Bank will choose the means of communication unilaterally in any particular case and the Bank shall not be responsible for breach of this obligation if the non-provision of information is caused by the fault of the Customer.”

**6. Sub paragraph 16.42. shall be deleted:**

“42. (deleted)”

**7. Article 19<sup>1</sup> shall be added:**

**“Article 19<sup>1</sup>: Overspending**

1. Overspending will be allowed on the Customer's card, which means: the overdraft automatically allowed based on the Customer's indirect consent with the amount exceeding the one on the Customer's card account; and/or the overdraft agreed unequivocally, or the credit limit in case of a credit card.
2. Once overspending takes place, the Bank shall inform the Customer on a one-off basis, immediately, within the technical arrangements of the Bank, but no later than 5 (five) working days after the overspending takes place, through any means of communication agreed between the Bank and the Customer - in writing or via e-mail, Internet Banking, SMS, phone call. In each case, the Bank will choose a particular means of communication unilaterally to contact a specific customer.
2. By notifying each fact of overspending, the Bank provides the Customer with information about the fact of overspending, the total amount of overspending, the possible penalties or other costs that may be charged to the Customer.
3. The Customer shall immediately notify the Bank of any change in contact information. The Bank shall not be responsible for the breach of the obligation under this Article if it is impossible to contact and/or provide information to the Customer through the fault of the Customer, and/or if the Customer has changed the contact information and has not notified the Bank.
4. The Customer shall immediately repay the amount spent through the card transaction. Otherwise, the Bank reserves the right to accrue interest of 36% per annum on the amount spent and a penalty of 0.5% of the amount spent per each day in arrears. The penalty accrual shall continue until the full debt repayment, but no more than 90 calendar days.”

**8. Paragraph 8 of Article 33 of the “ Banking Services Conditions ” shall be amended and read as follows:**

“8. The bank should:

- 8.1. If overspending takes place, the Bank shall inform the Customer of the fact of overspending immediately, within the technical arrangements of the Bank, but no later than 5 (five) working days, through any means of communication. Besides, the Bank shall not be responsible for the breach of this obligation if it is impossible to contact and provide information to the Customer through the fault of the Customer, or if the addressee has changed the contact information and has not notified the Bank.
- 8.2. By notifying each fact of overspending, the Bank provides the Customer with information about the fact of overspending, the total amount of overspending, the interest rate and the possible penalties or other costs that may be charged to the Customer.
- 8.3. The Customer shall immediately notify the Bank of any change in contact information. The Bank shall not be responsible for the breach of this obligation if it is impossible to contact and/or provide information to the Customer through the fault of the Customer, and/or if the Customer has changed the contact information and has not notified the Bank.
- 8.4. Inform the Customer whenever the loss or surplus amount is discovered;
- 8.5. Prepare the drop box card(s) for those Cardholders, who are specified by the Customer in the Annex. Number of cards is not limited, besides; only one card can be activated per one Cardholder.
- 8.6. Give the drop box cards directly to the Cardholder.
- 8.7. Suspend services and do not make false, fraudulent, illegal or unauthorized transfers or do not make transfers that may violate the terms and conditions of the Drop Box, or do not make transfers that may directly and/or expressly damage the Bank interests. The Bank shall not be held liable for the service suspension/delay in operations on the above-mentioned grounds.”

**9. Sub paragraphs 9.3., 9.4. and 15 of the Article 33 shall be amended as follows:**

“9.3. Take sole responsibility to the Bank for the loss caused by the card user depositing cash. Besides, if overspending takes place, the Customer shall reimburse the overspent amount to the Bank immediately, upon receipt of the relevant notification from the Bank, but no later than the deadline specified in the notification. Interest accrual on the overspent amount shall start 2 (two) calendar days after the notification in the amount of 36% (thirty-six per cent) per annum until the full repayment of the debt. The Bank is also authorized to charge the Customer a penalty of 0.5% of the amount overspent per each day in arrears. Penalty accrual shall continue until the full repayment of the amount overspent, but no later than 90 calendar days.”

“9.4. Before each card user deposits cash via the Drop Box, ensure that cash is counted and deposited only with the purpose of correct/proper use of the product mentioned on the Drop Box screen (not allow overspending, including the inaccurate difference between the amount deposited

and the amount specified). Ensure that the card user has got familiar with and follows the rules of using the Drop Box as provided for by the Agreement. If the Customer violates this obligation.

„15. Actions committed by the parties before terminating the Agreement will remain in legal force after terminating the Agreement. The party's obligations which arouse before terminating the Agreement shall be fulfilled by each party even after annulling the Agreement, in accordance with the rules and conditions stipulated in the Agreement.”