



პროკრედიტ ბანკი
ProCredit Bank



Banking Services Conditions





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Book I
Section I
Introduction

Article 1.

1. The terms and conditions of banking services (hereinafter ‘the banking service conditions’ or “this document”) regulate the pre-contractual and contractual relations between ProCredit Bank (‘the Bank’) and its customer(s), form an integral part of the agreements between the parties (hereinafter ‘the agreements’), and define the content of banking services/products to be provided on the basis of the agreements concluded between the parties, all the terms and conditions and all the rights and obligations of the parties.
2. This document consists of General Terms and Special Terms.
3. The General Terms set forth the regulating provisions that are common for all services/products listed under the Special Terms of this document, and likewise, for all the agreements concluded on services/products.
4. The Special Terms set forth the regulating provisions for individual banking services/products, which are applicable only to such individual services/products. A relevant agreement is concluded between the Bank and the Customer for the delivery of each service/product defined in the Special Terms. This document is an integral part of such agreements, and therefore, the banking service conditions set forth in this document fully apply to the agreements concluded by and between the parties. The agreement is valid for an indefinite term, unless otherwise provided for by the agreement.
5. Each banking service/product set forth in the Special Terms may be governed by general and special provisions.
6. The content of the agreement, the banking service conditions, and the rights and obligations of the parties are mainly defined by the Special Terms (special and general provisions), and then by the General Terms of this document. The matters not regulated by the Special Terms shall be governed by the General Terms of this document.
7. With regard to the regulation of specific banking services/products defined in the Special Terms, consideration shall be given first to the provisions special to each banking service/product, and then to the general provisions relevant to each banking service/product.
8. Both parts (General Terms and Special Terms) shall be considered together as an integral whole and shall be equally binding upon the parties.
9. The banking service conditions are of contractual nature and shall be binding upon the parties.
10. The banking service conditions shall be provided in the Bank offices, as well as on the Bank website at www.procreditbank.ge and can be easily accessed by customers.
11. The address of JSC ProCredit Bank Georgia Head Office is at No 21 Al KAzbegi ave., Tbilisi 0160, Georgia; the Bank e-mail address is: info@procreditbank.ge; and the website is: www.procreditbank.ge (you can also find the addresses of branches on this website, which provide payment services).
12. The Bank license number is 233.
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). Address: Tbilisi, Sanapiro Str. N2, Georgia.
14. The National Bank of Georgia shall not be responsible for improper performance of the obligations by a commercial bank to its customers.

Book II
Section I
General Terms

Article 2. General Terms

1. The Customer may be both resident and non-resident natural person or a legal entity, or an entity (of any type) or organizational structure envisaged by the legislation of Georgia, regardless of whether it is considered a legal entity or not.
2. In each individual case, depending on the context, the term ‘Customer’ may include one customer or several customers together.
3. The Bank shall render the following payment services to the Customer:
 - 3.1. Bank account services, transfers/incoming payments, settlement by various means;
 - 3.2. Plastic card services;
 - 3.3. Internet Banking/Mobile Banking services;
 - 3.4. Telephone PIN-code services.
4. For any banking service delivered or banking product used, the Customer shall pay a fee established by the Bank, various commission fee(s) and/or other payments at the rate established by the Bank. The Customer shall be obliged to familiarize himself/herself/itself with the applicable rates before execution of any operation/transaction. In any case, first of all, advance payment of bank commission fee(s)/other payments must be made; otherwise, the Bank shall be authorized to deny provision of services/banking products (including wire transfers, etc.). The Customer shall confirm that he/she/it has received, familiarized himself/herself/itself with, and agree to the tariffs placed on the following link: www.procreditbank.ge.
- 4¹. 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.
5. The Customer shall be obliged to ensure the presence of sufficient funds in his/her/its account(s), and the Bank shall be authorized to debit amounts at any time, without acceptance or any additional consent of the Customer:
 - a. to settle any banking service commission, fee and/or other type of payment (according to the Bank’s rates);
 - b. to make complete or partial settlement of any of the Customer’s outstanding financial liabilities (loan/credit/overdraft (including unauthorized overdraft) and/or accrued interest; court/enforcement and other fees; inflicted damages; fines and penalties; any other type of payments and/or any other type of liabilities, regardless of their nature or origin).
6. The amount shall be debited from the Customer’s accounts as per the following rules:
 - a. First of all, the amount shall be debited from the Customer’s current account(s).
 - b. If there are no funds or are insufficient funds in the current account(s), the amount shall be debited from any other type of account(s) held by the Customer (with the exception of term deposit(s), unless otherwise defined by the agreement between the Bank and the Customer).
 - c. In the cases set forth in paragraphs a) and b) above, the amount shall first be debited in the currency of the outstanding liability. If there are no funds or are insufficient funds in the relevant currency, the amount shall be debited in GEL; and if there are no funds or are insufficient funds in GEL, the amount shall be debited in any currency or currencies, at the Bank’s discretion.



7. If the amount to be debited is different from the currency of the outstanding liability, or if the currency conversion is necessary to make a payment, or in any other case, the Bank may convert the amount from one currency to another at the commercial exchange rate of JSC ProCredit Bank. The currency conversion fee (if any) shall be defined in the tariffs in paragraph 4 of this article. The Customer may look through the currency exchange rates available at JSC ProCredit Bank branches and official website at www.procredit-bank.ge. The Customer may also check the foreign currency exchange rate history on the same website (specifying the time of changes) within 180 days after the transaction.
8. If funds in the Customer's account(s) are not sufficient, the Bank has the right to debit the amount from an approved overdraft, in accordance with the rules set forth in this document.
9. The Customer shall receive the information set forth below as a text message (SMS) to the cell phone number recorded with the Bank under the Agreement on Contact Data Recording:
 - a. information related to loan instalments, term deposits, making accounts dormant, card transactions, automated tasks, card blocking/unblocking, provided that the Customer uses such services;
 - b. information regarding cash collection orders on the Customer's accounts;
 - c. information about debit operations conducted on the Customer's accounts. Debit operations are all banking operations that reduce the balance of the Customer's account, other than the banking service commissions deducted by the Bank;
 - d. other information envisaged by this document and/or by the agreement between the Bank and the Customer.
10. The Bank shall not be responsible for the failure of telephone companies to deliver text messages (SMS), or for the delayed/late delivery of such messages by telephone companies. The Bank fully disclaims liability for the delay in the provision of services if the delay (non-notification/late receipt of notification) is caused by a reason independent of the Bank and/or due to a local/foreign mobile operator/provider and is beyond the control of the Bank. The Bank shall not be liable for any loss or damage caused, without any limitation, by the above defect/failure and/or delay in sending a short text message.
11. The Customer shall be obliged to immediately provide the Bank with the information/documentation requested by the agreement and/or this document. The Bank shall be authorized to request additional information/documentation.
12. In the case of any change in the Customer's personal or any other information maintained with the Bank, including:
 - Trade name and/or other personal/trade data;
 - Status of a politically exposed person ;
 - Legal/actual address;
 - Legal form;
 - Business-related information;
 - Person(s)/representative(s)/trustee authorized to manage the account and the beneficiary owner(s), ownership and management (control) structure of the Customer;
 - Other identification data provided to the Bank;

the Customer shall be obliged to notify the Bank in writing of the change/cancellation/suspension of the above-mentioned information/data before establishing a business relationship with the Bank (before conducting the transaction, making any type of deal and/or starting any other business relationship). The Customer shall be obliged to submit to the Bank the original or notarized copy and/or another certified copy of the relevant document acceptable to the Bank confirming the above-mentioned change. Prior to the Customer's written notification of the change, the Bank shall be authorized to act under the information maintained with the Bank, and in such a case any action of the Bank shall be appropriate and lawful having full legal consequences. The Customer shall be responsible for any kind of consequences caused by the failure to notify the mentioned changes. The Customer shall also be responsible for the damage (loss) caused by the actions taken before the notification of the relevant change and/or cancellation, which may be incurred by the Bank under applicable legislation.

- 12¹. The Bank shall be authorized to request the Customer, at least once a year, to update the documents and/or information having submitted for opening an account. If the Customer fails (refuses) to submit the above-mentioned information/documents, the Bank shall be authorized to suspend, restrict and/or discontinue banking operations/service provision to the Customer.
13. The Customer shall be responsible for the accuracy, completeness and validity of documentation submitted to the Bank.
14. (Deleted).
15. (Deleted).
16. The Bank shall ensure protection of banking, commercial and personal secrets, in accordance with applicable legislation.
17. The parties shall undertake not to disclose the terms and conditions of their relations to third parties, unless otherwise stipulated by the agreement, this document and/or applicable legislation of Georgia.
18. The Customer shall be obliged to immediately inform the Bank in writing about any change of status/content of any letter of attorney/authorization, including its annulment; otherwise, the Bank shall be released from liability for outcomes attributable to such changes, including compensation for damages incurred by the Customer and/or any third party.
- 18¹. The Customer may apply to the Bank in oral and/or written form requesting the cancellation/annulment of the power of attorney or the suspension of the service on the basis of the abovementioned power of attorney, upon the customer's request and based on the customers's identification procedures determined in the Banking Service Conditions, the Bank shall satisfy the customer's request. At the same time, the customer is obliged to annul the power of attorney according to the procedures defined by law.
19. The Customer shall immediately inform the Bank in writing if any of his/her/its identification or other similar documents are cancelled, lost or transferred to another person, or if U.S. indicia appear in the Customer's data (including but not limited to obtaining the so-called U.S. Green Card, etc.). Otherwise, the Bank shall be released from liability for outcomes attributable thereto, including compensation for damages incurred by the Customer and/or any third party (including compensation for losses that are an indirect consequence of the loss of the document or its transfer to any third party).
20. Any electronic signature, including confirmation via any communication channel agreed with the client, by the parties and by any third party shall have the same legal effect as that of a handwritten signature on a hard copy.
21. The parties cannot refuse to fulfil conditions and obligations set forth in this document (banking service conditions) solely because a party has not signed (in person and/or electronically) this document (a printed and/or electronic copy of this document).
22. If the Bank and the Customer agree on a certified method of electronic communication, among them via internet banking, agreed contact information, then this method can be used for communication and banking operations.
23. If the date of fulfilment of any obligation by the Bank coincides with a holiday determined by the Organic Law of Georgia 'Labour Code of Georgia' or with a weekend, or with a holiday determined by the National Bank of Georgia on the basis of the Organic Law of Georgia on the National Bank of Georgia, the Bank shall fulfil its obligation on the following business day.
- 23.¹ The Bank and the Client agree on applying a digital/electronic means of communication including but not limited to Skype, Viber and communication via similar instruments, for the purpose of presenting a request to the Bank. The aforementioned method of initiating a request shall apply to those additional services that are not envisaged under the terms to the products listed in Article 2.3. of this Agreement. Further, by expressing the will of using the service, the Client declares and confirms that he/she automatically agrees to the respective effective tariffs and terms of the service/product. The Bank retains the right to, upon its sole discretion, without any obligation to further explanation to refuse to use the digital/electronic means of communication in particular case. For the purpose of this clause, the Client means a private individual.

24. (Deleted).
25. The Customer shall be fully responsible for the effects of the actions of its representatives, hired personnel, workers and persons in labour relations or any other type of legal relations with the Customer, regardless of whether the above persons acted culpably or not.
26. The Customer shall be obliged to allow its activities to be checked against the Bank's Exclusion List (the list is available at any office of JSC ProCredit Bank Georgia and on its official website: www.procreditbank.ge). Through this document the Customer confirms that he/she/it is not, and in future will not be, involved in any activity mentioned in the Exclusion List. The Customer shall also confirm that, to the best of his/her/its knowledge and according to the analysis conducted, he/she/it complies and will continue to comply with all of the environmental, health and labour safety regulations applicable in Georgia.
27. Annulment of any of the paragraphs of the agreement between the Bank and the Customer or this document shall not result in the annulment/termination of the agreement/this document and/or other paragraph(s) thereof.
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.
- 28.¹ The Customer shall be authorized to get, during the agreement, any information about the terms and conditions of the concluded agreement(s). The Bank shall provide the information required by the Customer in the desired form.
29. Relations between the Bank and the Customer shall be governed by the legislation of Georgia. Any dispute or conflict shall be resolved via negotiation. The dispute shall be examined by the court of the Bank's jurisdiction.
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.

Article 2¹. Consent to information processing

1. Definition of terms provided in this Article:

a) information processing - any operation performed in relation to the data by automated, semi-automatic or non-automatic means, in particular collection, recording, photographing, audio recording, video recording, organisation, storage, alteration, restoration, request for, use or disclosure by way of data transmission, dissemination or otherwise making them available, grouping or combination, locking, deletion, or destruction;

b) information - any information containing banking, commercial, personal or biometric data of the customer legal entity and/or private individual.

c) direct marketing - offering goods, services, employment or temporary jobs by mail, telephone call, e-mail or other means of telecommunication.

2. Considering the requirements of the legislation of Georgia:

2.1. The client hereby consents and agrees that the bank may process any data of the client, also make information available for the bank shareholders and their controlling entities, make information available for other government and international organizations, make information available for tax consultants, auditors, legal advisers, insurance companies and the third parties providing different services only for the following purposes:

- A contractual or pre-contractual relationship exists with the client;
- Providing any kind of banking services to the Client;
- Offering banking/loan products by the Bank to the Client unilaterally, without application of the Client;
- Monitoring the Client's current loan products and verifying the Client's solvency;
- For the purposes of the Bank, providing different types of research/services/ consulting on tax and legal issues / audit;
- Reporting to the bank shareholders;
- Making an expert examinations related to banking services;
- Direct marketing;
- Participating in various (related to Visa, MasterCard, or other banking service) promotional activities;
- processing of data is required for compliance with the obligations, compelled by the legislation, to which the Bank is subject;
- Other cases provided for by legislation.

2.2. This consent is given by the Client for the processing of information with the aforesaid purpose during the required period of time.

2.3. Information may be processed only to the extent necessary to accomplish the above purposes. In addition, persons who process data shall ensure that the data are stored in a secure environment in accordance with internationally recognized security standards and best practices, and are exchanged via protected communication channels. Information is stored with the bank only for such time as is necessary to achieve the objective of information processing, considering the storage time determined by legislation and the bank regulations.

If the client does not give his/her consent to the information processing, the bank may refuse to provide services to the client and/or may terminate any agreement with the client.

- 2.4. The Client represents that he/she is aware of his/her rights provided by the legislation of Georgia, that the client may, at any time, demand the bank to stop using his/her personal data for marketing purposes; The Client is entitled to request the information on the data processed regarding him/her, request to correct, update, add, block, erase or destroy data if they are incomplete, inaccurate, not updated or if they are collected and processed against the law.
3. The client is aware and hereby consents and agrees that the bank may obtain and process any and all necessary data from the Public Service Development Agency only for the purposes specified by this article during the required period of time under the terms and conditions envisaged by the legislation of Georgia.
4. JSC ProCredit Bank shall collect/process all the credit/non-credit and other relevant information about entities with regard to providing information to and receiving information from the Credit Information Bureaus under the terms and conditions envisaged by the legislation of Georgia. The information shall be processed for analysing clients' solvency and shall be made available for those involved in the Credit Information Bureau as established by legislation (lending organizations and persons receiving/providing information).

When requested by customers (including data subjects), the data controller shall correct, update, add, block, erase or destroy data if they are incomplete, inaccurate, not updated or if they are collected and processed against the law.

Article 2². Client video identification

1. The video identification service implies remote identification of the Client by the Bank (without visiting the Bank) via relevant software and the video call (hereinafter the “video identification”) against the identity document presented by the Client/person authorized to manage and represent the Client.
- 1¹. For the purposes of this article, the term “Client” shall, in each particular case, as the context requires, mean an individual or a legal entity and a person authorized to manage and represent it, who applies to the Bank for banking services through video identification.
2. The Bank shall provide the Client’s video identification in order to render various banking services, defined by the Bank, to the Client under the procedures and restrictions established in the Bank.
3. After filling out an application form available on the Bank website the Client may enjoy the video identification service - either from the mobile phone via mobile application “Procredit Bank myDirect” or from the computer by following the video identification web page available on the Bank’s website.
4. The Client shall fill in personally the video identification application form to have banking services and indicate his/her personal data in the application form according to the identity document. If the Bank determines that the person going through the identification process is not the one who has completed the application, the Bank is authorized to terminate the identification process and refuse to provide the Client with requested remote services.
5. For video identification, the Client shall have a valid Georgian citizen’s ID document: ID card and/or biometric passport issued since 2010. If the Client is not a Georgian citizen, he/she/it shall apply to the Bank for video identification with a valid ID document submitted to the Bank at direct identification.
6. If the Client presents a fraudulent identity document or the presented document does not belong to the person who is going through the identification process, the Bank is authorized to terminate the identification process and refuse the Client to provide services.
7. The Client is obliged to provide accurate and correct information in the application. The Client confirms and is aware that the Bank will use the data specified by the Client in the application in the provision of various services, including the activation of new services.
8. The following persons may receive distantly various banking services, defined by the Bank through video identification:
 - a) An individual who is a citizen of Georgia and holds a valid ID document as specified in paragraph 5 of this article;
 - b) An individual who is not a citizen of Georgia but has a citizenship of a country defined by the Bank’s internal rules and holds an active account(s) with JSC ProCredit Bank. Such individuals shall apply to the Bank for video identification with the valid ID document defined in paragraph 5 of this article;
 - c) A legal entity registered in Georgia, which holds an active account(s) with JSC ProCredit Bank and simultaneously meets all the following conditions:
 - The person authorized to manage and represent the Client has independent (sole) representation power;
 - The person authorized to manage and represent the Client is a citizen of Georgia and holds an ID document specified in paragraph 5 of this article.
 - d) A legal entity registered in Georgia, which does not have an active account(s) with JSC ProCredit Bank and simultaneously meets all the following conditions:
 - It is registered as a limited liability company (LLC) and the person authorized to manage and represent the company has independent (sole) representative powers;

- The person authorized to manage and represent the company is a citizen of Georgia and holds the ID document specified in paragraph 5 of this article;
 - All individuals and legal entities in the ownership structure are citizens of Georgia or LLCs registered in Georgia;
 - The beneficiary owner(s) is (are) determined under an extract from the Register of Entrepreneurs and Non-entrepreneurial (Non-commercial) Legal Entities;
 - The ultimate beneficiary owner is a citizen of Georgia.
- 8.1. After having opened a current account through video identification, the Client will have access to basic banking products. Besides, before personal identification, the Client shall be restricted from conducting banking transactions on an account opened through video identification, except for opening a deposit and conducting the following transactions: money deposits, money transfers between own accounts with JSC ProCredit Bank, conversion from one currency unit to another, transfer of funds except when the transfer operation relates to high risk jurisdictions and offshore zones defined by Order No 240/04 of 18 December 2019 of the President of the National Bank of Georgia, which are not EU members at the same time according to Order No 48/04 of 30 March 2021 of the President of the National Bank of Georgia "On Approval of the Rule for Electronic Implementation of Preventive Measures by an Accountable Person".
- 8.2. The Bank reserves the right to impose additional restrictions and limits on banking operations on accounts opened through video identification in case of existence/detection of increased risk factors.
9. (Deleted).
10. The video identification process shall comply with and meet standards established at the Bank.
11. After the video call, the Bank shall confirm the video identification process. The relevant service shall be delivered to the Client remotely only if the Bank confirms that the identification process has been completed successfully. The Bank is authorized to deny identification and confirm that the identification process is unsuccessful. The Bank shall notify the Client of any unsuccessful identification.
12. In the video identification process, the Bank employee shall take a photo of the Client and the identity document (front and back pages and the security marks) presented thereby via special software and shall make video recording of the conversation with the Client. The Bank shall keep the photos, records of communication with the Client and video recording for the period prescribed by legislation.
13. For the purposes of video identification, the Bank shall obtain and process all the data (including a photo) indicated in the Client's identity document, a photo taken during the video identification process, video recording, contact data, and other information requested by the Bank to render the desired service to the Client.
14. The Client shall authorize the Bank to process the Client's information/personal data as established by legislation, for the purposes of providing banking services and to the extent necessary to meet the purpose, also to make such information/personal data available for the service providing third parties (IDnow GmbH) for video identification purposes on the basis of a contract signed with them.
15. The Client agrees that JSC ProCredit Bank is authorized to obtain and process the Client's personal data necessary for the Bank that are maintained with the electronic database of the LEPL Public Service Development Agency, as established by legislation, for the purposes of providing banking services and to the extent necessary to meet the purpose.
16. The Client is aware of and agrees that the Bank will process, record and store the Client's photo and video call for the purposes of identification and provision of banking services.
17. Any request/application/assignment/notice issued by the Client and obtained by the Bank during the video identification process has legal validity equal to the document certified by the Client (in writing and signed) and in case of dispute, such video recording and/or relevant request/application/assignment/notice shall be used as evidence.

Article 3. Amendments and Additions

1. The Customer shall authorize the Bank to make amendments/additions of any content to the agreement (including the documents and conditions that form an integral part of the agreement) with the Customer, banking service conditions (this document) and/or tariffs/rates, at the Bank's own discretion, at any time, unilaterally and on multiple occasions; and thereby:
 - a) the amendment shall be made in the existing right and/or responsibility, and/or the new right/responsibility of the Bank and/or the Customer shall be defined;
 - b) the amount of current commission(s)/fee(s)/other payments shall be changed and/or the new commission(s)/fee(s)/other payments and their tariffs shall be imposed.
2. Amendments/additions to the agreement (including the documents and provisions that form an integral part of the agreement), as well as to the banking service conditions, shall be defined in this document, and amendments/additions made to the tariffs shall be defined in the relevant document of the Bank. Amendments/additions shall be made available for customers in the Bank offices and/or on the Bank official website.
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, 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.
4. The Bank shall not be obliged to notify the Customer of any amendments/additions if the amendments/additions are made in favour of the Customer.
- 4¹. The amendments introduced by the Bank shall be considered to be approved by the Customer unless the Customer waives the new conditions before the amendments/additions take effect.
5. The Customer shall undertake to periodically familiarize himself/herself/itself with the information about amendment(s)/additions posted in the Bank offices or on the Bank website.



Article 4. Termination

1. The Bank shall be authorized to unilaterally terminate any or all agreements (including the Agreement on Opening and Maintenance of Bank Account) with the Customer at any time (regardless of whether or not the term of agreement has been defined); the Bank shall inform the Customer about such termination one month before the effective date. If the Customer waives the amendments provided for by Article 3 of this document, the Bank shall be authorized to terminate any agreement after the amendments take effect.
2. The Customer shall be authorized to unilaterally terminate any or all agreements with the Bank at any time (regardless of whether or not the term of agreement has been defined); the Customer shall inform the Bank about such termination in writing one month before the effective date. The Customer may exercise that right if it has no financial liability to the Bank under the agreement to be terminated or on any other grounds. The Customer shall be authorized to terminate the agreement immediately before the changes under Article 3 of this document take effect (without meeting the 1-month timeframe) without payment of any commission fee, charge or penalty defined for early termination of the agreement.
3. During the timeframes mentioned in paragraphs 1 and 2 of this article, the parties shall be obliged to make a final payment to each other (fulfil all financial and other obligations, including all obligations not yet due).

Article 5. Force Majeure

1. The parties shall temporarily be excused from performing their obligations hereunder during the period of force majeure. Force majeure does not automatically lead to the termination of the agreement.
2. Force majeure means any event beyond the reasonable control of the parties which neither party is able to stop and/or overcome and which renders the parties unable to perform their obligations hereunder.
3. The performance of this agreement shall be suspended until the force majeure and its effects have ceased. However, the force majeure shall not prevent a party from terminating this agreement in the manner provided for by this document.

Book III
Special Terms
Section I

Agreement on indication of contact details and/or phone number for Plastic Card Service

Article 6.

1. An Agreement on Indication of Contact Details shall be concluded between the Bank and the Customer.
2. The Bank shall enter the Customer's contact details as specified in the above-mentioned agreement in its database and shall use them for communication with the Customer.
3. The Customer also agrees to accept any type of information and notifications from the Bank (including notification of submission of the Customer's data to Credit Information Bureau, if needed) on the phone number indicated in this application, in the form of text messages (SMS) or automatic voice messages, e-mail or postal mail. The form of communication (SMS/e-mail/postal mail) shall be determined by the Bank on a case-by-case basis.
4. If notification is sent in writing, it shall be deemed sufficient if delivered by a courier or registered mail to the address specified herein, and confirmed by signature of an authorised person.
5. If any contact details specified in this agreement are changed and/or cancelled, the Customer shall notify the Bank thereof in writing and shall submit new contact details to the Bank. Until receipt of Customer's written notification, the Bank shall be authorized to act in accordance with the information stored at the Bank (including sending notifications to the locations specified in the Customer's contact details, as stored at the Bank) and in such a case, any action of the Bank shall be appropriate and lawful having complete legal consequences. When the Bank sends a notification to the Customer's most recent contact details as stored at the Bank, the notification shall be deemed to have been duly sent and delivered to the Customer. Moreover, the Bank shall not be held responsible for violation of confidentiality of information and/or inflicted damage.
6. (Deleted).

Article 6¹. Agreement on indication phone number for plastic card service

1. The Bank and the Customer conclude an Agreement on indication of phone number for Plastic Card Service.
2. Under the above Agreement, the Customer indicates his/her phone number bank for for Plastic Card Service (hereinafter the Card Service Phone Number), to which the Bank shall send a 3D code for confirmation of an online purchase/Internet transaction (in the case of purchases with appropriate security status) and/or any other additional security identifier/code for confirmation of bank plastic card transactions, a bank plastic card initial PIN code and/or informative SMS related to the card transaction/financial transaction and/or any information related to this service.
3. When changing the Card Service Phone Number, the Customer shall record a new card service phone number at the Bank. If the bank plastic card holder and user is the same person, he/she has the right to change/cancel the Card Service Phone Number, and if the Card Holder and the Card User are different persons, only the Card User may change the Card Service Phone Number. In addition, if the Card Service Phone Number is changed, the Bank shall provide information to the Card Holder about changing the Card Service Phone Number.
4. The bank plastic card service phone number shall be activated (the use of the phone number for the purposes of paragraph 2 of this article) based on/after sending the Customer an SMS to the same number in advance.
5. If there is a jointly agreed active contact number and card service phone number provided by the Customer to the Bank, to receive a 3D code for confirmation of an online purchase/Internet transaction (in the case of purchases with appropriate security status) and/or any other additional security identifier/code for confirmation of bank plastic card transactions, a bank plastic card initial PIN code and/or informative SMS message regarding the card transaction/financial transaction and/or any information related to this service, after the step-by-step activation of the corresponding service, only the Card Service Phone Number shall be used.

Section II

General Provisions on Bank Accounts

Article 7.

1. The following types of account services shall be provided by the Bank:
 - a. Current accounts
 - b. Card accounts
 - c. Deposit accounts (demand/call deposits and term deposits)
2. The conditions set forth in this article, because of their content, shall apply to all types of accounts listed in paragraph 1 of this article, unless otherwise stipulated by relevant agreement and/or special provisions.
3. The Customer shall be obliged to submit to the Bank the information and documentation required for opening an account.
4. (Deleted).
5. The Bank shall be entitled not to credit cash or wire transfers to the Customer's account if the Customer's identification data have not been completely or accurately provided in the payment order or relevant document which serves as the basis for the entry.
6. In cases of currency transfers in which the IBAN format account is correct but the Customer's name is different and it is impossible to identify the beneficiary, the Bank shall be entitled not to make the payment.
7. 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.
8. The Bank is authorized to debit funds from the Customer's bank account only on the basis of a relevant payment order (authorization, order), unless otherwise stipulated by law, this document, and/or the agreement or other contract between the Bank and the Customer. The Customer gives his/her/its consent when conducting a payment transaction by affixing his/her/its signature to the material or electronic document or through electronic authorization. For proper implementation of the payment order, the Customer shall provide the Bank with all details necessary for making payments as specified on the Bank's website at www.procreditbank.ge. In addition, depending on a specific payment transaction, the Bank may, if necessary, request additional documents from the Customer.
9. The Bank shall be authorized to debit amounts that do not belong to the Customer from the Customer's account, in favour of the owner (the Bank itself or another (third) party), without acceptance or any additional consent of the Customer. If, at the moment of deduction, the funds are not sufficient on the Customer's account, the Bank shall be authorized, without additional consent and acceptance of the Customer, debit the Customer's account and attribute it to the Customer's credit obligation to the Bank (like loan, overdraft, etc.).
10. Apart from the Bank's right mentioned in paragraph 9 of this article, the Customer shall be obliged to return to the Bank in full any money credited to its account which does not belong to it, within one day of receiving notification of the entry.
11. The Bank shall be authorized, on the basis of the Customer's order, and in cases stipulated by legislation and/or this document, to debit such amounts from the Customer's account, without acceptance, as are required to be credited to a creditor's account.
12. Upon the Customer's request, the Bank shall be obliged to provide the Customer with information about its account in the form of a bank statement.

13. The Bank shall be authorized to reject a banking service order if the order is submitted to the Bank in violation of the current regulations, if it includes inaccurate instructions, if the amount of the order exceeds the factual balance of the account and/or the account does not have sufficient funds to allow settlement of commissions, or if the execution of such order would be unlawful and/or unethical.
14. Not later than the next business day, the Bank shall:
 - a. transfer the amounts as per the Customer's payment order, if it is not in conflict with current legislation;
 - b. receive and issue cash to the Customer and issue cash upon the Customer's order.
- 14¹. The timeframe specified in paragraph 14 of this document may be changed in agreement with the Customer.
- 14². Cash services may be provided at the Bank's branches and through the machines placed in 24/7 self-service areas, such as PayBox, Deposit Code, Deposit Safe. Cash may be withdrawn by plastic cards, cash withdrawal codes.
15. If the calendar day of a transfer order to be fulfilled by the Bank coincides with a non-banking day, the Bank shall fulfil the obligations on the following working day.
16. The Customer shall be obliged to check the status of payment orders within three working days, and in the case of payment orders transferable to the budget, no later than the following working day.
- 16¹. If the payment order is not or cannot be completed by the Bank, the Bank shall inform or send a short text message (SMS) to the Customer to the specified mobile phone number.
17. The Customer shall be obliged not to use bank accounts for commercial activities, if the Customer is not registered in an appropriate manner and/or its legal status restricts such operations. The Customer shall be held liable for any consequences arising from a breach of this condition.
18. The Bank shall be authorized to terminate any banking services agreement with Customers of dormant accounts unilaterally, without giving a prior notice/warning to such Customer, and close his/her/its accounts.
19. Termination of the agreement on the basis of which the account was opened shall cause the closure of the account.
20. The Bank shall receive payment orders on weekdays during the customers service hours at the branch. Payment order by bank is processed on working days from 10: 00 till 17: 30. After this time, the Bank shall cease to receive payment orders for the current day, and payment orders received after the above-mentioned hours shall be considered to be received on the following working day. Detailed information about the work schedule of the Bank branches can be found on the following link: www.procreditbank.ge.
21. After the Bank debits funds of payment transaction from the Customer's account, the Bank shall furnish the Customer (by giving a copy of the payment order or via the Internet Banking) with the following information about:
 - 21.1. unique code of the payment transaction;
 - 21.2. amount, currency, date of receipt of the payment order;
 - 21.3. all commission fees paid by the Customer;
 - 21.4. if the payment transaction is related to currency conversion, then the exchange rate used in the payment transaction, and the converted amount and currency.

22. The Customer may, orally or in the form agreed with the Bank, ask for the following information about:
- 22.1. the maximum amount of time set by the Bank required for the payment service;
 - 22.2. all commission fees payable by the Customer to the Bank.
23. If funds are entered into an account, the Customer may request and the Bank must furnish the Customer, in the form requested by the Customer (make it available), with the following information about the payment transaction:
- 23.1. unique code, amount, currency of the payment transaction, and all commission fees payable by the Customer to the Bank;
 - 23.2. if the payment transaction is related to currency conversion, then the exchange rate used in the payment transaction, based on which the recipient's servicing bank made the conversion, and the converted amount and currency before conversion.
 - 23.3. the date of crediting to an account;
24. The Bank shall be obliged to pay for damages caused to the Customer due to any payment transaction failure, incorrect payment transaction and/or delayed payment transaction.
- 24.1. In the case of unauthorized or incorrect payment transaction, the Bank shall be obliged to pay the Customer for damages, provided that the Customer has met the safety requirements defined in this document and that damage is caused by the Bank's fault. In such case, if the Bank determines that unauthorized or improper payment transaction was caused by its fault, the Bank must refund all funds to the Customer within no later than one month after the relevant decision by transferring funds to the same account of the Customer.
25. From July the 1st, 2020 in accordance with the Law of Georgia on Deposit Insurance System, the amounts on all type of deposits (including current accounts) of all individuals are insured and compensated by the Deposit Insurance Agency within the limit of 15,000 GEL, regardless the number of accounts held in the Bank. The accounts of all individuals in the Bank are insured automatically, without any additional charges.
- For more information on deposit insurance system, visit web site at: www.diagency.ge
26. (Deleted).

Article 7¹. Servicing and closing of dormant accounts

1. Operations initiated by Bank are those performed automatically in the banking system or by a bank employee, such as:
 - deduction of bank service fees;
 - deduction/realisation of interest income (interest, penalty) on accounts and loans (including overdrafts)
 - transfers on the basis of collection orders;
 - transfers from other bank.
2. Operations initiated by Customer are all those which do not fall under the operations initiated by Bank.
3. Dormant account is an account which has shown no activity for 12 consecutive months. (dormant accounts may have cash balances);
4. Customers with dormant accounts are those whose all accounts are dormant;
5. For stricter control over dormant accounts and prevention of unauthorized banking transactions, it is not allowed to perform any operations initiated by Customers on dormant accounts, except for cash deposits to dormant accounts by the Customer or the third person.
6. Dormant accounts can be re-activated only if the Customer or the Customer's authorized representative visits the Bank. Any operation initiated by Customer on dormant accounts will not result in automatic re-activation of dormant accounts and/or Customer with dormant accounts.
7. The Bank may close customer with dormant accounts if cash balance on all of dormant accounts is 0 and the cash balance on the other (remaining) accounts of this customer is 0, too.
8. (Deleted).

Article 7². Return of foreign currency banknotes unfit for circulation to the Client

1. This article applies to foreign currency (EUR and USD) banknotes unfit for circulation collected from payments made by the Client to his/her or third party's account through payment systems/tools (except when depositing money via a safe deposit box SAFE), including pay boxes or other technical means.
2. A foreign currency banknote with the following damages shall be deemed to be unfit for circulation:
 - 2.1 significantly damaged, including torn/ripped, shredded banknotes and those glued-together in any way or through any means whatsoever;
 - 2.2 banknotes with original colour missing and/or discoloured significantly;
 - 2.3 partially burnt banknote with damaged edges, surface or security markings presumably caused by burns;
 - 2.4 banknotes fully or over 30% soiled/spoiled with oil, paint, ink or any chemical or reagent;
 - 2.5 fully or partially mouldy banknotes regardless of the size of the mould and the degree of damage;
 - 2.6 banknotes damaged by physical impact with changed basic image, portrait, face value; removed/damaged security thread; altered inscriptions that makes it difficult to distinguish the banknote, etc.;
 - 2.7 banknotes with unambiguous print defects, such as the lack, damage, alteration or improper location of a water mark or a security thread; also with de-inked image;
 - 2.8 banknotes with geometric size changed more than 3 (three) millimetres (decreased/increased);
 - 2.9 foreign currency banknotes issued before 1974, whether physically damaged or not.
3. The Bank employee shall check and count the amount deposited by the Client through payment systems/tools within 30 (thirty) business days after the deposition.
4. If during the counting and checking it turns out that the foreign currency banknote(s) deposited by the Client is(are) unfit for circulation, the Bank shall be authorized to report the amount of the banknotes deemed unfit for circulation as a loss without consent or attendance of the account holder.
5. After having reported the amount as loss, the Bank may unilaterally, without consent of the account holder, deduct the appropriate amount from any of his/her/its accounts; furthermore, the Bank shall also be authorized to convert the amounts available on any account of the account holder into the relevant currency, at the Client's expense, in accordance with the Bank's current commercial exchange rate.
6. The account holder may accept back the banknotes that the Bank deems unfit for circulation by visiting the branch designated by the Bank for this special purpose within 10 (ten) business days following the relevant notification. Suspicious banknotes shall not be subject to return.
7. Upon expiry of the above time limit with no effect, the Bank shall not be obliged to further notify the Client of the return of the banknote(s) deemed to be unfit for circulation. Such banknote (s) shall be maintained with the Bank at the designated place and returned to the Client within 5 (five) business days from his/her/its written application to the Bank.
8. If there are not sufficient funds on the account holder's account(s) to pay loss at the time when the loss is reported, this will lead to going into unarranged overdraft by the client holding an account to the extent of the outstanding sum.
9. For the purposes of this article, going into unarranged overdraft means the overdraft authorized for the loss accrued on the account holder's account(s) (debit balance/debt) because of the banknotes deemed by the Bank to be unfit for circulation that have been collected from the payments made via the payment systems/tools (plastic cards, etc.).

10. Going into unarranged overdraft by the account holder shall lead to 36% charge to the full unarranged overdraft amount per year. Interest charge shall commence within 2 (two) calendar days from going into unarranged overdraft on the account holder's account(s) and continue until full repayment of the unarranged overdraft amount, including the interest accrued (if any).
11. After having counted money, the account holder shall be notified of the deduction of funds by the Bank from the account holder's account(s) for payment of loss and the return of banknote(s) deemed unfit for circulation through any agreed communication channel (SMS, Internet Banking, phone call, etc.) on the same day of relevant operations.
12. The Bank shall determine unilaterally the frequency of relevant notifications to the account holder requesting the repayment of unarranged overdraft.
13. After having revealed and reported the relevant loss, the Bank shall be authorized not to perform/complete the payment order submitted by the account holder for approval that has not been completed yet (except for the payment order for the State Budget transfer) and use the amount for repayment of loss, of which the account holder shall be notified under the established procedure.
14. Unless the unarranged overdraft is repaid within 30 (thirty) calendar days, the Bank shall be authorized to block any payment tool available in the name of the Client until full repayment of unarranged overdraft, restrict/suspend its use for as long as the unarranged overdraft debt is fully repaid and/or take any other measure established by the legislation of Georgia, including filing a lawsuit with the court or filing an application to the Enforcement Bureau to initiate a simplified legal procedure.

Special Provisions on Bank Accounts

Article 8. Current accounts for natural persons

1. The Bank and the Private Customer enter into an Agreement on Opening and Servicing of Current Account and/or its appendix. The appendix forms an integral part of the agreement.
2. A current account is a bank account which holds personal funds and which is managed by the Customer, for payment and other purposes.
3. Natural persons may open only single-currency bank account. Transactions on such account may be made only in one particular currency allowed for banking operations.
4. The Customer may open a maximum of three single-currency accounts in GEL, USD or EUR. Natural persons shall not be allowed to open more than one single-currency current account.

Article 8¹. Current accounts for legal entities and organizational formations that are not legal entities

1. The Bank and the Customer (except for natural persons) enter into an Agreement on Opening and Servicing of Current Multi-currency Account and/or its appendix. The appendix forms an integral part of the agreement.
2. A current account is a bank account which holds personal funds and is managed by the Customer for payment and other purposes.
3. Multi-currency bank accounts are opened for the Customer (except for natural persons). Transactions on multi-currency accounts may be made in all currencies allowed for banking operations.

Article 9. Multi-currency transit accounts for current deposit

(These account servicing terms and conditions shall apply to the accounts opened before 10 July 2017)

1. The Bank and the Customer enter into an **Agreement on Opening and Servicing of Transit Multi-currency Account**.
2. **A transit multi-currency account for current deposit** is opened to a Customer for deposit operations and is a current account.
3. **A transit multi-currency account for current deposit** may be used by the Customer only for banking operations related to opening, closing and topping up a deposit. In particular, it is used for: conversion of the amount; cash deposit; cash withdrawal; deposit of interest accrued on the deposit; transfer of the amount from another type of account held by the same Customer; transfer of the amount to another type of account held by the same Customer; money deposit by a third party (physical person) for further transfer to a specific deposit.
4. The Customer agrees to the following: the Bank shall automatically credit the amounts entered into the transit multi-currency account for the Customer's deposit to the deposit account indicated by the person making the entry, if such deposit is opened by the Customer, including a child deposit.

Section III

General Provisions on Deposits

Article 10.

1. A deposit is an amount of funds placed in a bank account. In the case of termination or expiration of the deposit, the Bank shall be obliged to return the amount of the deposit in the same currency as was placed on deposit. The interest shall accrue on the deposit. Deposits may be opened only for the customers holding current accounts. The Customer shall hold a current account in the deposit currency.
2. A deposit account is an account which holds demand/call deposit funds or term deposit funds.
3. A Customer is the person who directly concludes the agreement with the Bank, as well as the person (if such exists), in whose favour/name the deposit was opened and the agreement entered.
4. Upon termination of a deposit agreement or at maturity of the deposit, the Bank shall disburse to the authorised person the amount of the deposit and interest accrued thereon within three business days.
5. In the case of premature termination, the full annual interest shall not be accrued to the deposited amount, but only at the annual interest rate specified in the agreement for the cases of premature termination of the agreement.
6. The Bank shall invest the funds attracted from eco loans in the funding of eco projects (energy efficiency, renewable energies and environmentally friendly investments). Detailed information about the environmental management of the Bank, and specifically eco funding, is available at the official website of the Bank www.procreditbank.ge.
7. (Deleted).
8. The Bank is authorized, under the rules and conditions established within the Bank, to offer the depositor an individual interest rate different from the standard interest rate on the savings deposit. Moreover, the change in the standard interest rate (increase or decrease) by the Bank on the savings deposit shall not affect the amount of interest rate/interest individually agreed with the depositor. In view of the above, the changes may apply to both a certain group of individuals and a particular individual. That does not restrict the Bank from changing the non-standard interest rate individually agreed with the Client at any time, as outlined in these Banking Services Conditions.

Special Provisions on Deposits

Article 11. Term deposit / ECO Term Deposit

1. The Bank and the Customer enter into a **Term Deposit Agreement / ECO Term Deposit Agreement**.
2. This deposit is a type of term deposit.
3. The deposit will be opened with a fixed amount. The depositor is not authorized to increase or reduce the deposit amount.
4. In the case of premature termination of the agreement, only the annual interest rate designated for premature termination of the deposit shall be accrued to the amount of the deposit for the period starting from the date of entering into agreement and ending on the date of termination, and the amount of the deposit shall be transferred in full to the current account specified in the agreement.
5. If, according to the agreement, the interest is paid on a monthly basis, then in the case of premature termination of the agreement, the excess interest already paid shall be deducted from the deposit amount.
6. In case of Term Deposit Agreement with automatic prolongation clause (automatic extension of the term of agreement), the Deposit Agreement shall not be automatically renewed/extended if:
 - At the moment of renewal of the Deposit Agreement the Bank does not have the deposit of the same type (for relevant amount or relevant client);
 - The Depositor applies to the Bank with the request in writing on cancellation of automatic prolongation of the deposit minimum one working day prior to the expiration of the present Agreement.
 - Except where the bank has no right to extend the term of the agreement in cases provided for by the law of Georgia.

Article 11¹. Investment deposit

1. The Bank and the Customer enter into the Investment Deposit Agreement.
2. This deposit is a type of term deposit.
3. The Investment Deposit shall be opened with a fixed amount. The Depositor is not authorized to increase or reduce the deposit amount.
4. The Investment Deposit shall be opened without the condition of the violation, so the Depositor does not have the right to violate the Investment Deposit Agreement over the period of validity of the agreement.
5. In the case of Investment Deposits opened under the condition of automatic prolongation (automatic extension of the term of agreement), the Investment Deposit Agreement shall not be renewed automatically if:
 - at the time of renewing the Investment Deposit Agreement, the Bank does not have the same type of deposit (of the relevant amount, relevant maturity, or for the relevant client);
 - the Depositor applies in writing to the Bank for the cancellation of automatic prolongation of the deposit at least 1 working day prior to the expiry of this Agreement;
 - the Bank has no right to extend the term of the agreement in the cases provided for by the laws of Georgia.

Article 12. Flexible deposit (Deleted 10/07/2017)

Article 13 . Savings plan deposit

1. The Bank and the Customer enter into a **Savings Plan Deposit Agreement**.
2. The deposit is a type of term deposit.
3. The deposit can be opened without an initial deposition with zero balance. There are no minimum requirements determined for opening a deposit with a fixed amount or receiving interest.
4. The deposit amount may not be reduced during the term of the agreement.
5. The following conditions shall apply to the Deposit Agreements: During each calendar month, the deposit in-payments shall be made (deposits shall be placed) in the amount of at least 50 (fifty) units (in a lump sum or by instalments) in the currency of the deposit. The total amount of funds placed on the deposit during the calendar month shall not be less than the minimum amount of the mandatory deposit payment. The requirement of a monthly mandatory deposit payment shall not apply to the months of opening and closing the deposit. There is no maximum limit on the mandatory deposit payment.
6. The Depositor shall be authorized to violate the monthly inpayment obligation under paragraph 5 of this article no more than twice during the term of the agreement; otherwise, the Bank shall be authorized to prematurely and unilaterally terminate this agreement, with all the consequences under paragraph 8 of this agreement.
7. Interest shall accrue to the amount deposited in the account at the time of accrual (calculation).
8. In the case of premature termination of the agreement, only the annual interest rate designated for premature termination of the deposit shall accrue to the deposit amount, for the period starting from the date of entering into agreement and ending on the date of termination, and the amount of the deposit shall be moved in full to the current account specified in the agreement.
9. Payment of interest to the Depositor shall be made on a monthly basis. In case of premature termination of the agreement, the interest overpaid by the Bank to the Depositor shall be deducted from the deposit amount.

Article 14. Child deposit

1. The Bank and the Customer enter into a **Child Deposit Agreement**.
2. A child deposit is a type of term deposit.
3. The deposit shall be opened with a fixed amount. The deposit amount may not be reduced during the term of the agreement.
4. Funds can further be added to Child Deposit by any person, in any amount and at any interval.
5. The Child Deposit Agreement is entered into by the Contracting Party for the benefit of the Depositor. The Depositor shall have the same rights as the Contracting Party, except where the agreement provides otherwise, expressly or by implication.
6. Upon termination of the agreement, the Bank shall transfer the amount of the deposit with accrued interest to the Depositor's savings deposit account in the Child Deposit currency which the Bank shall open on the last business day on which the Child Deposit Agreement is in effect. The savings deposit shall be subject to the provisions/conditions set forth in the current (standard) Savings Plan Agreement (including interest rates), current (standard) tariffs for banking service/operations, commissions and other conditions/rules. Interest on Savings Deposit shall be capitalized.
- 6¹. In case of opening a Child Deposit in foreign currency, if the Depositor does not have a current account or demand deposit account in national currency, a zero balanced savings deposit account in GEL shall be opened.
7. A Contracting Party may not terminate the Child Deposit Agreement early or withdraw cash from the Child Deposit. The Child Deposit Agreement may be terminated early or cash may be withdrawn from the Child Deposit by the Depositor if he/she is emancipated; otherwise, by his/her lawful representative.
- 7¹. If the amount deposited on the child deposit exceeds GEL 1,000 (one thousand) or the equivalent in foreign currency, the legal representative may terminate early/manage the deposit agreement only under the relevant court consent. ***(The amendment shall be effective from September 01, 2020)***
8. In the case of premature termination of the agreement, only the annual interest rate designated for premature termination of the deposit shall be accrued to the deposit amount.
9. In the case of premature termination of the agreement, the remaining deposit amount and accrued interest thereon shall be disbursed to the Depositor or his/her legal representative.

Article 15. Savings deposit / ECO Savings deposit

1. The Bank and the Customer enter into a **Savings Deposit Agreement / ECO Savings Deposit Agreement**.
2. A savings deposit is a type of deposit due on demand.
3. The Depositor may repeatedly increase and/or reduce the amount of the deposit throughout the term of the agreement.
4. This Agreement shall be concluded for an unlimited term.
5. With a deposit Private Customers can conduct the following transactions: cash transfers/deposits to/from the same depositor's current account.
6. With a savings deposit Business Customers can conduct the following transactions: non-cash conversions, cash deposits/transfers between accounts.
7. Throughout its entire term, the deposit shall be subject to a service fee (including a monthly account maintenance fee in cases where the amount of the deposit is less than the minimum amount, etc.), and rates established by the Bank for each transaction on that date.
8. A debit operation is a reduction of the amount in the deposit account for any lawful reason and grounds, by the Depositor, as well as by the Bank and/or other authorized person. Termination of the agreement is also considered to be a debit operation.
9. In the event of termination, the deposit shall accrue annual interest at a minimum rate effective as of the date of termination for the period from the last payment of interest until the date of termination.
10. If interest on the deposit is capitalized, then those debit operations which in total do not exceed the final accrued interest shall not be counted as debits.

Article 15¹. Private individual's savings deposit FlexSave / "FlexSave +"

1. Savings Deposit FlexSave/ Savings Deposit FlexSave+ Agreement shall be concluded by and between the Bank and the Client.
2. From 25/09/2018 Savings Deposit FlexSave shall be opened only in USD and EUR currencies. Savings Deposit FlexSave+ shall be opened only in GEL currency.
3. The deposit is a demand deposit and the depositor may multiply increase and/or reduce the amount of deposit during the period of the agreement.
4. The initial installment is not required to open a deposit. Deposit may be opened with zero balance. The first installment can be made into the deposit at any time. Accordingly, the interest accrual on the deposit shall start from the next day after depositing funds.
5. The number and periodicity of transactions permitted on the deposit shall be unlimited.
6. Only the transfer of funds to/from the current account of the depositor opened with ProCredit Bank shall be allowed on the deposit.
7. The deposit agreement may be terminated and the deposit may be closed only if the depositor closes the current account in the respective currency of the deposit.
8. If the deposit agreement is terminated, the interest rate applicable to the deposit by the time of termination of the deposit agreement shall accrue on the deposit during the period from the last payment of interest to the breach of the deposit agreement.
9. If the deposit agreement is terminated, the total sum available on the deposit account shall be transferred to the depositor's current account.
10. The bank service fees and, at every transaction, the tariffs established by the Bank for services provided/ to be provided by the Bank throughout the period of deposit shall apply to the deposit.

Article 15². Legal Entities savings deposit FlexSave

1. Savings Deposit FlexSave Agreement shall be concluded by and between the Bank and the Client.
2. The Agreement shall be concluded for an indefinite term.
3. The deposit is a demand deposit and the depositor may multiply increase and/or reduce the amount of deposit during the period of the agreement.
4. The initial installment is not required to open a deposit. Deposit may be opened with zero balance. The first installment can be made into the deposit at any time. Accordingly, the interest accrual on the deposit shall start from the next day after depositing funds.
5. The number and periodicity of transactions permitted on the deposit shall be unlimited.
6. Only the transfer of funds to/from the current account of the depositor opened with ProCredit Bank shall be allowed on the deposit.
7. The deposit agreement may be terminated and the deposit may be closed only if the depositor closes the current account in the respective currency of the deposit.
8. If the deposit agreement is terminated, the interest rate applicable to the deposit by the time of termination of the deposit agreement shall accrue on the deposit during the period from the last payment of interest to the breach of the deposit agreement.
9. If the deposit agreement is terminated, the total sum available on the deposit account shall be transferred to the depositor's current account.
10. The bank service fees and, at every transaction, the tariffs established by the Bank for services provided/to be provided by the Bank throughout the period of deposit shall apply to the deposit.

Article 15³. Certificate of Deposit (CD)

1. The Bank and the Client shall conclude a Certificate of Deposit Agreement.
2. A certificate of deposit (CD) is a non-materialized negotiable financial instrument (bank deposit (savings account)) and represents the obligation of the Bank to pay the certificate holder (hereinafter referred to as the Client) the amount under the Certificate of Deposit Terms and Conditions on the date stipulated in the Certificate of Deposit Terms and Conditions.
3. The Bank issues standard CDs in the national currency and non-standard CDs in a foreign currency (USD and EUR).
4. Under the Agreement, the Client shall pay the nominal value of a CD, on which the Bank shall accrue interests and shall refund the Client the nominal value of the CD upon its due date, under the terms and conditions set forth in the Agreement and this document. In addition, the nominal value of a CD means the amounts transferred by the Client to the Bank for a CD, which shall be refunded by the Bank to the CD holder at the end of maturity of the CD (due date).
5. The Client's title to a CD is evidenced by a statement from the Registry of Certificates of Deposit issued by the Bank. The Client is aware that the statement is not a security but only confirms the legal relations between the parties.
6. A CD issued by the Bank is interest-bearing.
7. By purchasing an interest-bearing CD, the Client shall receive the interest at the rate agreed upon by the Certificate of Deposit Agreement and the initial amount of the certificate - on the due date. Interest shall start to accrue on a CD on the day following the date of issue of the CD.
8. During the validity of a CD, the Bank may redeem the CD from the Client at a mutually agreed price.
9. The Client is aware and agrees that the CD redemption by the Bank is the Bank's right but not obligation. In case of redemption by the Bank, the Bank shall pay the CD holder the fee specified in the Certificate of Deposit Agreement in exchange for the CD redemption.
10. Redemption of a CD by the Bank automatically leads to termination of the Certificate of Deposit Agreement.
11. After the CD is sold, it is not allowed to change its terms and conditions, in particular, the amount, currency, maturity and/or interest rate. In addition, the Bank reserves the right, at any time, to unilaterally modify the Certificate of Deposit Agreement and Banking Service Conditions, except for the Certificate of Deposit Terms and Conditions, in order to comply with the new regulations/decisions applicable at the Bank, changed market conditions, banking practices and/or legislation.
12. Partial alienation/redemption of a CD, addition of funds or possession of one CD by several persons shall not be allowed.
13. The Client may alienate a CD within the validity term of the CD. A CD may be alienated to a third party who is not a party to the Agreement and who has accounts opened with JSC ProCredit Bank.
14. Any CD-related payment (purchase, payment of interests, repayment, alienation, redemption) shall be effected through the Client's current account.
15. A CD alienation transaction is made in a transfer order form. The Bank shall determine a transfer order form, except as provided for by legislation. Upon completion of a transfer order form, the Bank shall transfer funds from the buyer's current account to the CD holder's current account and re-register the CD in the name of a new purchaser.
16. Upon alienation of the CD, the CD alienation fee shall be paid to the Bank by the CD holder/seller and/or CD acquirer/buyer at the rates/under the conditions applicable at the Bank on the day of alienation.



17. A CD shall be deemed to be alienated when a relevant entry of alienation is made in the Registry of Certificates of Deposit and payment is effected between the parties. Upon completion of the above process, the CD buyer shall be transferred a statement from the Registry of Certificates of Deposit issued by the Bank.
18. After the CD is alienated and/or in each case of alienation, the CD buyer shall take the place of the previous CD holder, and these Banking Service Terms and Conditions and the provisions of the Certificate of Deposit Agreement, also the representations and all other conditions associated with the use, ownership and management of the CD shall fully apply thereto. For these purposes, a Certificate of Deposit Agreement shall be concluded with a new CD holder/purchaser.
19. If a CD is a collateral for a bank claim, it may not be permitted to sell the CD to a third party.
20. The Bank shall register the sale and alienation of a certificate of deposit in the Certificate Register.
21. The Client is aware and acknowledges that a CD may be transferred only as an interest-bearing transaction, and the payment shall be made in cash.
22. Upon the due date of a CD, or after the Bank redeems the CD at the price agreed with the Client, the CD shall be repaid and the relevant entry in the Registry of Certificates of Deposit shall be canceled. The accrual of interests under the Certificate of Deposit Terms and Conditions shall also be terminated.

Section IV

General Provisions on Plastic Cards

Article 16.

1. Bank card is a banking card made of plastic issued by the Bank and Pay Sticker (hereafter 'Card').
2. The Bank shall produce the Card on the basis of the agreement concluded with the Cardholder. Once a Card has been ordered and produced, it may be collected/received only by the Card User.
3. A Cardholder is a person who orders a Card and concludes a relevant agreement with the Bank.
4. A Card User is a factual user of the Card, whose name is indicated on the Card. Name and surname of factual user are indicated on plastic card. Name and surname of factual user are not indicated on Pay Sticker.
5. A Cardholder and a Card User may be one and the same person or two different persons. For instance: if a Card is issued to a physical person, the Cardholder and the Card User are one and the same person, and if a Card is issued to a legal person, they are two different persons. If the Cardholder and the Card User are one and the same person, then the subject having the rights and obligations of the Cardholder and the Card User defined in this document is one and the same person.
6. Both Cardholder and Card User are Customers of the Bank. Thus, this document and the Customer's obligations set forth herein, in consideration of the content, are binding for both Cardholder and Card User.
7. The Card User's first name and last name, the name of the Customer Cardholder (only if is a legal entity's card) the card number, the period of validity and other required information are indicated on the Card. Only last 4 numbers of the card and validity are indicated on Pay Sticker's surface.
8. When ordering a Card, a secret question and answer must be provided; they must not be disclosed to other persons.
9. The secret question and answer constitute confidential information used by the Bank to identify the Cardholder/Card User by phone.
10. The card has a PIN code. PIN code is a personal confidential code of the card which, along with the card, serves as an electronic identifier of the cardholder. The card has a PIN code. A PIN code is a personal confidential code linked to the Card which, along with the Card, serves as an electronic identifier of the Cardholder. It is used in ATM/POS terminals for transactions (all ATM transactions are confirmed by PIN code; POS terminal transactions may be confirmed by PIN code).
11. The original "Predefined" PIN code is a predefined card code which is used only at the time the card issued so that the Cardholder could set his own personal PIN. Card transactions cannot be carried out with the original PIN code.
- 11¹. After the Customer records its card service phone number at the Bank and the service for receiving the bank plastic card initial PIN-code is activated and other accompanying security components are transferred to the Card User, a code shall be sent to the Card User to the card service phone number, which shall be the card PIN-code. This PIN code allows for conducting card transactions.
12. The PIN code is known only to the Cardholder, who is obliged to memorize and keep the PIN code secret. The PIN code shall not be written on the Card.
13. Online transactions need no PIN code.
14. The Bank will give the Cardholder a sealed envelope with a card and will set a PIN Code chosen by the Cardholder. Upon receipt of the card, the Cardholder will sign it in a special field on the back of the card (except Pay Sticker). The Cardholder will enter the PIN code through the POS terminal at the Bank.
- 14¹. After the Customer indicates its card service phone number at the Bank and the service for receiving the bank plastic card initial PIN-code is activated, the Bank shall transfer the card in a sealed envelope and the instructions for card PIN-code activation to the Card User. Upon receipt of the card, the Card User shall sign the card at a place specially designated for these purposes (except for Pay Sticker).

15. PIN code can be changed at the Cardholder's discretion:

- On the cards, for which the Cardholder assigned his/her personal PIN code by using the original one when issuing the card, the PIN code may be changed regardless of whether or not the Cardholder remembers the current PIN code. The PIN code can be changed through the POS terminals or ATMs installed in the Bank. If the Cardholder remembers the current PIN code, he/she must enter it to assign a new PIN code. If the Cardholder does not remember the current PIN code, it may be changed only through the POS terminal after the Bank has assigned repeatedly the original "Predefined" PIN code. Thereafter, the Cardholder shall be able to assign the desired PIN code. When the PIN code is changed through the POS terminal, the Cardholder shall sign the POS receipt of PIN code change. The Cardholder shall bear all responsibilities for PIN code change through the POS terminal.

16. The Card is the property of the Bank. The Card is valid for the period specified on the Card, and expires after the last day of the month indicated on the card. The period of validity may be neither extended or reduced.

17. The term "card account" means the account attached to the Card. A card account may be primary or additional. herein only one current account shall be linked to Pay Sticker that will be Pay Sticker's principal card account:

Primary card account can be used to conduct transactions through any bank's ATMs, POS terminals, during conducting operation via internet;

18. The Card is a debit card and allows amounts and overdrafts (if any) on card account(s) attached to the Card.

19. The rules and conditions for Card use are defined in this document, by card use tariffs, international system procedures of "Visa" and/or "MasterCard" and Georgian Legislation.

20. The card fee, as well as card and card-related service fees and card transaction commissions and their amounts are defined by the Card service tariffs.

21. The card fee, card and card-related service fees, card transaction commissions shall be covered by the Cardholder.

22. The Cardholder/Card User may contact the Bank's Contact Center, identify him-/herself by means of the secret question and answer and receive information about the Card or card-related operations and/or block the Card.

23. The following operations may be carried out by means of a Card, from the card account(s) attached to the card:

- cash withdrawal via ATM/POS terminal, except Pay Sticker;
- cash deposits via ProCredit Bank ATMs, except Pay Sticker;
- cashless transactions - payment via POS terminal and Internet. Only via POS terminal in case of Pay Sticker.

24. The date of actual card operation is different from the date when the card operation is shown on the card account depending on the type of transaction and the network of ATMs/POS terminals:

- cash withdrawal/payment card transactions within the network of ATMs/POS terminals of ProCredit Bank Georgia will be shown on the card account on the following business day;
- cash deposit card transactions within the network of ProCredit Bank Georgia ATMs will be shown on the card account on the same day;
- card transactions made via Internet and ATMs/POS terminals operated by other banks will be reflected on the card account after the transaction has been processed by the relevant payment system. As a general rule, the maximum period for processing such transactions is 30 (thirty) calendar days.

25. Bank established:

- a) Daily limits for cash deposits via ATMs;
- b) Daily limits for cash withdrawals via ATMs, via POS terminals;
- c) Daily limits for payments via POS terminals/Internet;
- d) Single payment and daily limits without PIN- code used via POS terminals;
- e) Recommendations to avoid additional currency conversions, a favorable sequence of using the funds available on the accounts;

Daily and single limits depends on the card type and payment/withdrawal operation which are set by PCB. The daily and single limits set by PCB are defined in the Card Service Fees.

- 26. There is also a daily limit on the number of card transactions which is specified in the Card service tariffs.
- 27. Card shall not be used for illegal purposes, including purchases of goods and services prohibited by law of Georgia.
- 28. If the Cardholder fails to provide the Bank with a notice, or with timely notice, of Card loss/theft, the Bank will bear no financial liability until the Bank's notification for transactions performed by the loss/theft card.
- 29. The cardholder may request that a card be added to the international stop-list in the case of its loss/theft. A Card will be completely blocked after it has been put on the international stop-list.
- 30. Visa and MasterCard cards can be entered in the international stop-list for no longer than two weeks. After that period, the card will be re-entered in the international stop-list if so requested by the cardholder.
- 31. The Card is entered in the international stop-list according to regions.
- 32. The Card can be added to the international stop-list only if the Cardholder has sufficient funds in his/her account(s) to cover the respective fee.
- 33. The Cardholder may request that the Card be unblocked within 15 (fifteen) calendar days after it has been blocked. The Bank will cancel the Card without giving any additional notice to the Cardholder after 15 (fifteen) calendar days have passed from the date the Card was blocked. A cancelled card is not recoverable.
- 34. Both the Cardholder and the Card User shall:
 - a) return a Card to the Bank within 15 (fifteen) calendar days after its expiry or early termination.
 - b) keep documents and receipts confirming all card transactions and regularly check card account statements at least once a month.
 - c) in case of transaction appeal, apply to the Bank within 60 days after the disputed transaction and submit the information/documents related to the appealed transaction, which includes, but is not limited to the transaction date, transaction amount, card details, merchant data (if relevant), receipt/payment document (if relevant), name and address of the recipient of the message (if relevant) and any other additional information and/or documents that the Bank deems necessary to study and discuss the issue.
- 35. The Cardholder may request information about his/her card transactions.
- 36. A Cardholder denying a card transaction shall apply in writing to the Bank not later than 60 (sixty) calendar days from the date of such transaction. Otherwise, the transaction shall be deemed to be accepted and any claim for a refund shall be rejected.
- 37. In the event of any claims with respect to the quality or quantity of goods/services purchased with the Card, the dispute shall be settled by the Cardholder/Card User with the respective merchant. The Customer shall not be released from financial obligation to the Bank arising as a result of the aforesaid disputed

transaction.

38. The Bank shall keep the Cardholder's/Card User's personal details and card account data (transactions performed, account balances, etc.) confidential, except where the law provides otherwise and/or where such information is related to the participation in the international card system.
39. The Bank shall issue a full and accurate bank statement to the Cardholder/Card User upon request.
40. The Bank is authorized, without giving prior notice to the cardholder/card user (1) block the card temporarily if there is any reasonable suspicion that the card has been used for unauthorized purposes. The card shall be blocked for no more than 15 (fifteen) calendar days until the transactions have been clarified. The block will be removed upon expiration of this period; (2) deduct the amount pre-paid by the Bank to the cardholder's/card user's account, if as a consequence of the transaction appeal the Complaint was not satisfied, in accordance with the Visa / MasterCard Rules.
41. The Bank may cancel the card if:
 - a) An authorized person does not pick up the Card within three months from the date the Card was ordered;
 - b) An authorized person does not pick up the Card within three months from the date the Card was withheld/retrieved by the trade/service facility or an ATM;
 - c) The Cardholder has failed to pay the Card service fee within 90 calendar days.
 - d) the Bank has appealed the card transaction on the grounds of fraud; in such a case, the Bank shall not be liable for any damages incurred.
42. (Deleted).
43. The Bank may inform the Cardholder/Card User about the issue or expiry of a Card by short text message, e-mail or otherwise.
44. The Bank may not be held responsible for such claims by a Cardholder/Card User as: use of a Card by a third party against the will of the Cardholder/Card User, unless it is caused through the fault of the Bank. The Cardholder/Card User is fully responsible for the above-mentioned and the Bank will not bear liability for any damage/loss incurred.
- 44¹. The Bank shall be obliged to:
 - a) take all reasonable measures to prevent any unlawful use of the Card and to guarantee its security;
 - b) not make a personalized card security features and facilities available to other persons, except for the Cardholder/Card User;
 - c) clearly inform the Cardholder/Card User of the Card security requirements set forth in Article 19 of this document – Card Security Manual;
 - d) if the card is lost, stolen, illegally appropriated or illegally used, ensure that the notice of such facts is received directly from the Cardholder/Card User, or any other person authorized thereby, at any time. At the request of the Cardholder/Card User, the Bank is obliged to furnish proof of receipt of the notification unless the notification was received more than 18 months before;
 - e) once the above notification is received, immediately prevent the further use of the card.
 - f) consider the complaint of the cardholder regarding the transaction and make a decision and notify the cardholder/card user no later than 55 working days after receiving the complaint.
- 44². If the Card and/or personalized card security features and facilities are sent by mail, the Bank assumes all the risks of mailing.
- 44³. The Cardholder/Card User shall be obliged to use the card in accordance with the terms and conditions determined; observe the card security measures; ensure that the Card personalized features and facilities are protected; immediately notify the Bank if the Card is lost.

- 44⁴. The Cardholder/Card User shall be authorized to demand from the Bank to reimburse the funds equivalent to unauthorized or incorrect payment transactions conducted within the territory of Georgia, unless more than 40 days are passed from the date of unauthorized transaction or more than 180 days are passed from the date of incorrect transaction, provided that the Cardholder/Card User immediately notified the Bank of such transaction. In the case of unauthorized or incorrect payment transactions conducted outside Georgia, the time limit shall be 60 days from an unauthorized or incorrect transaction.
- 44⁵. In the case of unauthorized or incorrect payment transactions conducted outside Georgia, the liabilities shall be determined under the VISA and MasterCard International System Procedures/Regulations.
- 44⁶. The Cardholder/Card User shall be responsible for damages incurred as a result of unauthorized transaction conducted with the stolen/lost card in the territory of Georgia in the amount of no more than GEL 100, except as provided for by this article. The Customer shall be fully responsible for damages caused by his/her fault with regard to the payment transaction or by intentional or negligent failure to comply with the terms and conditions/security requirements defined in this document.
- 44⁷. The form and timeframe of information delivery by the Cardholder/Card User to the Bank about any unauthorized or incorrect transaction conducted with the Card is defined in Article 19 of this document. The Bank shall be responsible for unauthorized payment transactions conducted after the Customer gives the Bank the relevant notice, provided that the Bank has not received the notice and has not provided timely response to prevent further use of the Card, or for damages caused as a result of unauthorized transactions conducted due to failure to observe personalized security requirements, unless the damage is caused by the Customer's criminal or negligent act or omission. The Bank shall not be responsible for damages caused by unauthorized transactions if the Cardholder/Card User fails to notify the Bank of the fact that the Card is lost, stolen or illegally used under Article 19 of this document, or the Cardholder/Card User violates any of the obligations provided for by this article, or if the damage is caused by the Customer's criminal or negligent act/omission.
- 44⁸. In the case of unauthorized or incorrect transactions, the Bank shall not be responsible for the payment transactions conducted before notification of the Bank by the Customer (as determined by Article 19 of this document).
45. In the case of cash deposits, withdrawals/payments made in the currency different from the card account currency, the amount equivalent to the transaction shall be deducted/credited from the card account. The conversion rate depends on the network of ATMs/POS terminals through which the transaction is carried out:
- conversion through ProCredit Bank Georgia ATMs/POS terminals shall be provided at the internal commercial rate of the Bank applicable on the date of card transaction (debit the transaction funds from the account);
 - conversion through another bank's ATM/POS terminals will be at the exchange rate established by MasterCard or Visa.
- 45¹. To avoid additional currency conversions, it is recommended that the main account be available in the following currency when performing the transaction:
1. In Lari (GEL), if the transaction is conducted in Georgia. If the transaction (cash withdrawal, purchase, cash deposit (only at ProCredit Bank ATMs)) is made in USD or EUR from the main GEL account, the conversion shall be made at the commercial rate of the Bank, and in any other currency - conversion shall be made from GEL to USD first, at the commercial rate of the Bank, and then to the other currency at the exchange rate of the payment system (Visa/MasterCard);
- Note:** Exceptions are international companies and foreign websites operating in Georgia, which offer product/service fees in GEL but make payments through foreign financial institutions serving them and process transactions in EUR/USD according to the registration zone.
2. In Euros (EUR), if the transaction is conducted in the Eurozone. If the transaction (cash withdrawal, purchase) is made in GEL or USD from the main EUR account, the conversion shall be made at the commercial rate of the Bank, and in any other currency – the conversion shall be made from EUR to USD first, at the commercial rate of the Bank, and then to the other currency at the exchange rate of the payment system (Visa/MasterCard);



3. In US dollars (USD), if the transaction is conducted in any other territories. If the transaction (cash withdrawal, purchase) is made in GEL or EUR from the main USD account, the conversion shall be made at the commercial rate of the Bank, and in any other currency – the conversion shall be made at the exchange rate of the payment system (Visa/MasterCard).

46. Cardholder may implement the following card changes (except Pay Sticker):

- a) change of card account (principal and/or additional);
- b) card account linking / removal;
- c) switch off / switch on CVV2/CVC2 code function on the card;
- d) deactivation/activation of Internet transactions on the card;
- e) access /switch off fallback function on the card;
- f) card blocking / unblocking, a card user has the right of card blocking;
- g) daily limits for withdrawal / cost change on the card;
- h) card close;
- i) Block/ Activate payments with trade/service outlets with high risk of fraud.

On Pay Sticker:

- a) Pay Sticker account change;
- b) Pay Sticker blocking / unblocking;
- c) Pay Sticker close.

46¹. If Fallback feature is allowed on the Card, the Card profile shall be changed. It means that the protection mechanisms will be removed from the Card, due to which the POS terminal transactions can be conducted only through dialing the Card number. When Fallback feature is allowed on the Card and the Card profile is changed, CVV2/CVC2 code shall be deactivated on the Card. The changed Card profile shall be valid only for 24 hours. In 24 hours after changing the profile, the Card shall be returned automatically to the profile available before changes.

47. The CVV2/CVC2 code means the last three digits in the signature field on the back of the Card which is an identification code of the Card and is used for electronic (Internet) payments. The CVV2 code is available on Visa cards and the CVC2 code is available on Mastercards.

48. No purchases can be made by the Card User with his/her Card on websites which do not support CVV2/CVC2 codes. In this case, the Cardholder must apply to the Bank to have CVV2/CVC2 codes deactivated. The Cardholder may also request activation of CVV2/CVC2 codes at any time. If the code is re-activated, the Cardholder will not be relieved from responsibility for all the online transactions.

49. Any change will be made based on the Card Holder's written request except for the change of the recorded bank plastic card service phone number if the Card Holder and the Card User are different persons. The Cardholder may apply to any service point to request the changes. Exceptions to this rule are changing the main card account (with the exception of Visa Business Cards), blocking the Card and adding it to a stop-list, changing daily payment/withdrawal limits (with the exception of Visa Business Cards), which may be done by phone on: *2222 +995 32 220-22-22, +995 599 214 214 - only from 09:00 to 21:00.

50. 3D Security (3D code)

The Customer may also attach a 3D code to the card (3D Security) which is a unique online identifier. The 3D code is used on "Verified by Visa" and/or "MasterCard SecureCode" websites to authorise online

transactions and represents an extra layer of security for online shopping by Visa and MasterCard cards. The 3D code is known only to the Cardholder.

A customer is obliged to attach the 3D code to their cards as otherwise the bank will have no right to dispute transactions performed on “Verified by Visa” and/or “MasterCard SecureCode” websites without a 3D code.

A 3D code is attached to ProCredit Bank’s VISA and MasterCard cards directly by the Cardholder during online purchase, in particular, when the customer selects desirable products or services for purchase on relevant websites (with the “Verified by Visa” and /or “MasterCard SecureCode” status). After entering card information, the Customer will be automatically redirected to the website (<https://vbv.procreditbank.com>), where s/he can register and attach the 3D code to the Card.

The following information is required for registration:

- a. the Cardholder’s date of birth;
- b. the Cardholder’s personal ID number;
- c. Customer number issued by the Bank to the Cardholder;
- d. card expiry date

The 3D code is attached to the card only once and is used to approve each online transaction on „Verified by VISA“ and/or “MasterCard SecureCode” websites. If the 3D code is entered incorrectly three times, the code will be blocked.

If the 3D code is forgotten or blocked, the Customer can contact the bank’s Contact Center at: ***2222, +995 32 220 22 22 - only from 09:00 to 21:00.**

- 50¹. After the Customer indicates its card service phone number at the Bank and the service for receiving 3D code for confirmation of an online purchase/Internet transaction (in the case of purchase with appropriate security status) is activated, the Customer shall be allowed to make the online purchase and/or Internet transaction only by the 3D code received at the card service phone number in the form of an SMS. The 3D code (3D Security) is a unique online card identifier, which is received at the card service phone number once for confirmation of each separate online transaction/Internet purchase. The 3D code is used to confirm purchases on websites with the status of “Verified by VISA” and/or “MasterCard SecureCode”, and provides additional security when making online purchases with VISA and MasterCard cards. For the purposes of receiving the services under this paragraph, the Customer shall, prior to the activation of the relevant service by the Bank, ensure that the card service phone number is recorded at the Bank/the respective agreement is reached; otherwise, the Customer will not receive the services set forth in paragraph 50¹.
51. (Deleted).
52. The trade/service object code or MCC is a four-digit code established in the context of the trade/service object activity according to ISO 18245.
53. At the time of ordering/activating a bank plastic card, payments in trade/service objects with a high risk of fraud are blocked. This means that at the time of ordering/activating the card, the bank blocks payments in trade/service facilities with high risk of fraud, such as Dating Services (MCC 7273), Organizations, Charitable and Social Service (MCC 8398), Gambling Transactions (MCC 7995), Bridge and Road Fees (MCC 4784). In addition, the bank is authorised to unilaterally add and/or reduce the list of high risk trading/service objects at any time. Payments at additional merchants/services will also be limited.
54. The Client is entitled to activate/block (deactivate) payments at trade/service objects with a high risk of fraud at any time.
55. Limitation of payments in trade/service facilities with high risk of fraud aims to protect the client from possible fraud and/or other increased risks, and by activating it, the client confirms that he/she is fully aware of the risks associated with activation such payments.

Special Provisions on Plastic Cards

Article 17. Plastic card held by a physical person

1. The holder of a plastic card held by a physical person ("Card") can be any adult physical person.
2. The Card may be a Visa card (including Visa Flex Card) or MasterCard. Visa Business cards shall not be issued to non-entrepreneur natural persons.
- 2¹. The updated Terms and Conditions of Banking Services shall apply local-type savings cards issued before 1 June 2017.
3. It is a debit card.
4. The number of Cards available to the Customer is not limited.
5. Current savings account(s) can be attached to the Card. In order to use the Card, the Customer shall open current account(s) with the bank.
6. A maximum of three accounts may be attached to the Card in a maximum of three different currencies (GEL, USD and EUR). Only one of the card accounts is a primary account and the remaining two accounts are additional. The Customer will select the primary and additional card accounts when ordering filing an application for the Card.
 - **Primary card account** - the primary account on Visa cards and MasterCards may be the current account only and the primary account on savings cards may be the savings account only.
 - **Additional card account** - the additional account on Visa cards and MasterCards may be both the current account and the savings account, and the primary account on savings cards may be the savings account only.

Article 18. Plastic card held by a legal entity

1. A plastic card held by a legal entity may be a Visa Business card or local Deposit Card.
2. The Cardholder is a legal entity whose card accounts are managed through a card, and the Card User is any physical person of full age defined in the agreement between the Bank and the Cardholder, whose full name is imprinted on the card and who is allowed to use the card. In addition to the full name of the Card User, the name of the legal entity shall also be imprinted on the card.
3. Visa Business card is a debit card, which allows the Card User to manage the legal entity's (Cardholder) card account and make cash deposits/cash withdrawals; while the deposit Card User may only deposit cash to the current account via ProCredit Bank ATMs.
4. Only the Card User can pick up the card and PIN code that have been ordered and produced/generated.
5. The Card User is informed about the secret question and answer only upon receipt of a card and PIN code. The Cardholder and Card User use the same secret question and answer and are not permitted to pass this information to third parties.
6. The Cardholder may order any number of cards.
7. Card accounts are attached to the card. In order to use the card, the Cardholder shall have current or current and special card accounts with JSC ProCredit Bank.
8. At the Cardholder's request, several cards may be attached to one card account. A maximum of eight card accounts may be attached to one card in a maximum of three different currencies (GEL, USD and EUR). Only one account from those attached to the card is primary, and the remaining seven accounts are additional.
 - **Primary card account** - the primary account on Visa Business card may be both the current and special card accounts, while the primary account on deposit card may be the current account only.
 - **Additional card account** - the additional account on Visa Business card may be both the current and special card accounts, while the additional account on deposit card may be the current account only.
9. On card account of legal entity it is allowed to manage funds and deposit cash by using a card, while on special card accounts it is only allowed to manage funds. Cash can be deposited to the special card account only from the cardholder's current account in cashless settlement and/or through cashless conversion.
10. The purpose of cash deposits to special card accounts are limited, and cash deposits to such accounts can be made only for the purpose of topping up the card account balance.
11. Cardholders may transfer funds from special card accounts only to current accounts opened with ProCredit Bank through cashless settlement and/or cashless conversion.
12. The Card User may receive information only about his/her card transactions.
13. Certain restrictions apply to card transactions conducted by Visa Business Card held by legal entity users:
 - If a Visa Business Card is made in the name of an authorized person of an organization, the authorized person may manage funds on current and special card accounts and deposit funds only to current accounts by using the card;
 - If a Visa Business Card is made in the name of an employee of an organization (non-authorized person), the employee may manage funds only on special card accounts and deposit cash only to current accounts.
14. It is allowed to make cards with the both restrictions in the name of an authorized person of a legal entity.

Article 18¹. Pay Sticker

1. Pay Sticker holder may be any full age physical person.
2. Pay Sticker is a debit-type card and allows the disposal of the amount existing on attached current account to the card and allowed overdraft (in case of such existence).
3. It is possible to implement purchase operations with Pay Sticker only at merchants and service facilities,
4. Only Pay Sticker holder is authorized to receive prepared Pay Sticker and PIN-code.
5. Cardholder is able to order maximum 3 Pay Stickers.
6. The client shall have active card for Pay Sticker order that term of expiration is left at least 1 month.
7. Only one account attachment is implemented on Pay Sticker that may be presented maximum in three different currencies (GEL, USD and Euro).
8. In case of cardholder wish, several Pay Stickers may be attached to one account.
9. Pay Stickers shall be subject to the Card Security Terms and Conditions.

Article 18². Digital wallet

1. The Customer can use the plastic card(s) specified by the Bank in the digital wallet, which allows for conducting card transactions electronically and receiving information about the card transactions performed using software recorded in the relevant electronic device (electronic devices include mobile phones, tablets, smart watches and other electronic devices). To use that banking service, it is necessary to activate the plastic card(s) in the digital wallet.
2. The digital wallet software is subject to the Vendor Terms and Conditions of the relevant electronic device. These Banking Service Conditions, including the Card Security Guide and the Card Regulations, apply to banking services provided through the digital wallet.
3. To activate digital wallet banking services, the Customer must register the plastic card(s) available in his/her name in the software recorded in the electronic device. The activation of the card(s) must be confirmed by a one-time code sent to the telephone number agreed for the plastic cards between the Bank and the Customer.
4. For the use of digital wallet, including the authorization/confirmation of specific payments and the receipt of information on completed card transactions, the personal identification data defined by the vendor of the electronic device for the use of digital wallets shall be applied. The passcode/Touch ID/Face ID and all data used to access/use/go through authorization in the software is a means of personal identification. The Customer shall maintain the confidentiality of the data and ensure the security of the data as well as the relevant electronic device.
5. In case of replacement of, loss of and/or third party access to the electronic device, the Customer shall immediately deactivate the plastic card(s) from the software or notify the Bank immediately by calling the Bank's Contact Center at * 2222 or (32) 220 22 22, 09:00 to 21:00; writing to the following e-mail address at support@procreditbank.ge; using Internet Banking feature "Card Blocking" from the menu "My Cards"; visiting the branch; or applying other communication channels agreed between the Customer and the Bank, in which case the Bank shall ensure the blocking of the plastic card(s) available in the Customer's name.
6. In case of loss of or third party access to the electronic device and/or personal identification data due to the Customer, the Bank shall be released from any responsibility for the consequences.

Article 19. Cards security guide

1. This article describes the security measures determined and taken by ProCredit Bank and provides recommendations to help customers avoid risks associated with plastic cards.
2. **Pin Code**
 - 2.1. PIN code is a four-digit personal identification number. PIN code is confidential. The code is known only to the Customer who is obliged to keep it secret. For security reasons, it is prohibited to:
 - tell you PIN code to anyone - be it your relatives, bank employees, merchant employees;
 - make a note of, or write down a PIN-code on the card;
 - carry the PIN code and the card together;
 - reveal your PIN code when asked by a stranger by e-mail, telephone or other means of communications;
 - otherwise use the PIN code, other than for ATMs and POS-terminals.
 - 2.2. Taking into consideration this indications will help you to reduce card fraud and / or money loss risk.
 - 2.3. Online transactions need no PIN code.
3. **3D Secure (3D code)** is an extra layer of security for online shopping by Visa and MasterCard cards which requires a 3D code to approve transactions on “Verified by Visa” and/or “MasterCard SecureCode” websites. 3D code is a unique online identifier known only to the card owner. The Customers is obliged to attach a 3D code to their cards for security reasons. Please note that the Bank has no right to dispute transactions performed on “Verified by Visa” and/or “MasterCard SecureCode” websites without a 3D code. For security reasons (considering the 3D code peculiarities), it is also prohibited to perform actions specified in paragraph 2.
4. **Secret question and answer:**
 - When ordering a Card, a secret question and answer must be agreed; which shall not be disclosed to other persons.
 - The secret question and answer constitute confidential information used by the Bank to identify the Cardholder/Card User by phone.
- 4¹. The passcode/Touch ID/Face ID are personal identification data applied to use a digital wallet, also to authorize/confirm specific payments and to obtain information about completed card transactions. These personal identifiers are defined and processed by the vendor of the electronic device. Disclosure of this information to third parties is prohibited.

5. Use of Plastic Card at merchants and ATMs and digital wallet:

- 5.1. At a merchant location, plastic card payments for purchases are made through POS-terminals. All POS-terminals of ProCredit Bank can read both the chip and the magnetic stripe. Payment can also be made via digital wallet. When paying through a ProCredit Bank POS-terminal, the Cardholder has to approve the transaction with the PIN code, and when paying via digital wallet, with the passcode/Touch ID/Face ID, which enhances the security of the Cardholder's and the merchant's funds.
- The Customer shall require that they make card-based payments at merchants in the Customer's presence and do not let any of the staff take your card away. herein the contactless card(s)/Pay Sticker transfer to employees is impermissible;
 - When paying for purchases, the Customer take a look at the amount, the currency and the date on the receipt before confirming it and ask for a copy of the receipt. The Customer must make sure that his/her confidentiality rights are not violated when entering the PIN-code.
 - It is necessary to enter the PIN-code to use your card at an ATM machine. The ATM should have no sign of damage and any additional devices installed on it.
 - The Customer shall maintain the confidentiality of any and all personal identification data and ensure the security of such data and electronic devices. In the case of a replacement of, loss of, and/or third-party access to the electronic device, Customer shall immediately deactivate the card(s) from the software or block the card(s).

6. Use of Plastic Cards for Online Transactions

- 6.1. Visa Classic, Visa Business and MasterCard Standard cards offered by ProCredit Bank can be used for online transactions.
- 6.2. For online purchases, you will need the full number of the card, the card expiry date, the card-holder's first name and family name, and the last three digits in the signature strip: CVV2/CVC2 code Card Verification Value and/or 3D code. Visa cards have a CVV2 code and MasterCard cards have a CVC2 code.

6¹. For security reasons, it is prohibited to:

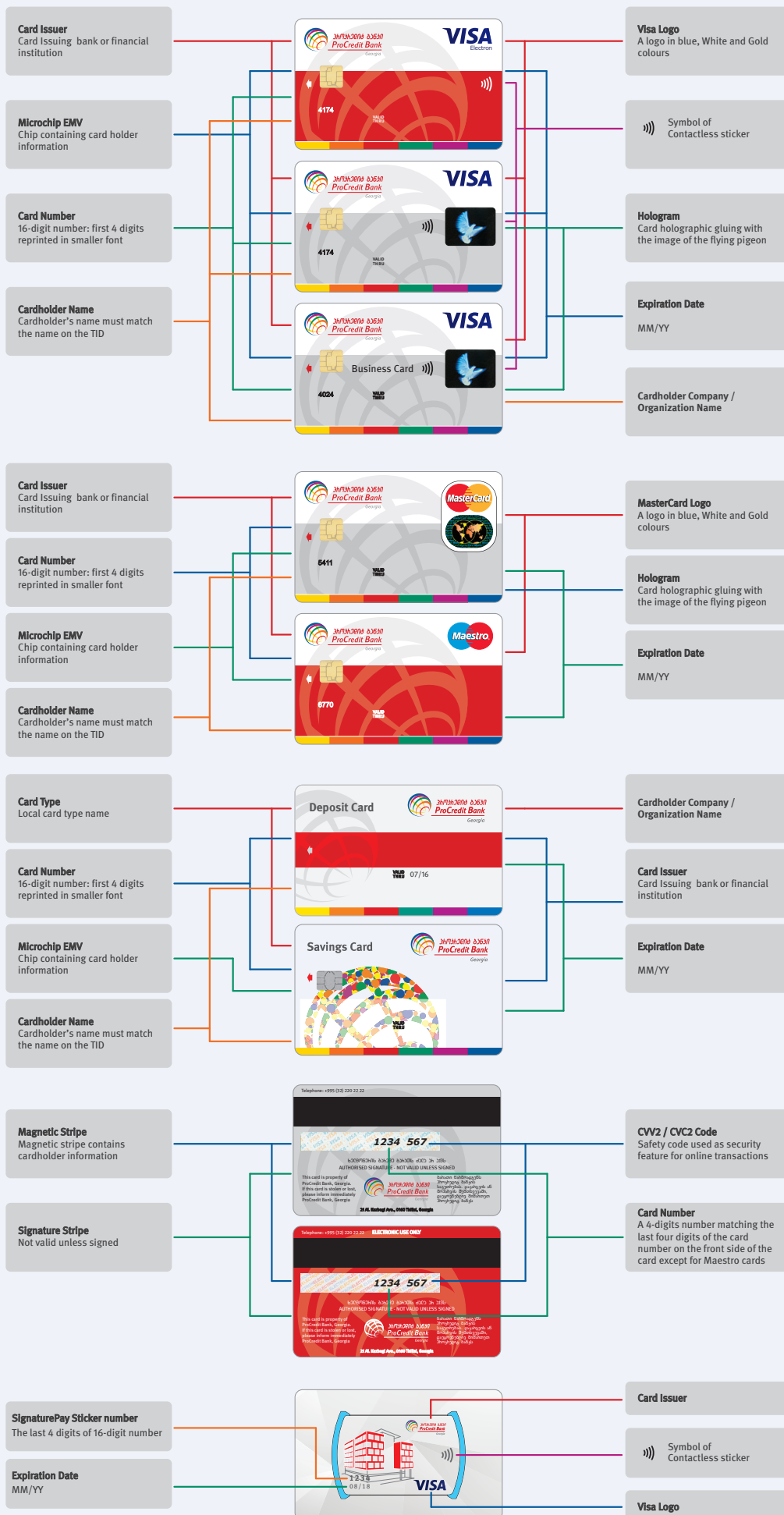
- give the card/electronic device to anyone or to reveal the card information to anyone because the information given away will be sufficient for unauthorized purchases;
- To ensure the security of the digital wallet, it is necessary to protect the device in which the plastic card is activated.

6². For security reasons, it is advisable to:

- use your card/digital wallet only on secure and familiar websites that require CVV2/CVC2 safety code and/or 3D code to approve the purchase, and when paying via digital wallet, the transaction shall be approved with the passcode/Touch ID/Face ID. Secure websites start with https, not http. Besides, secure websites also contain security features like "Verified by VISA", "MasterCard SecureCode", and others.
- the Customer should be careful about where s/he keeps the card and keep control of his/her funds on the primary card account of his/her choice. Funds can be controlled both via the Internet Banking and the SMS service, to the number indicated in Agreement on indication of contact details or to bank plastic card service phone number upon activation of the relevant service. In the case of SMS services, the Customer shall receive information about card transactions via SMS.
- Moreover, the Bank will never contact the Customer to find out the full number, PIN code, CVV2/CVC2 and/or 3D code of the Customer's card.
- Pay Sticker shall be located on such item that you use daily. This action will help you to reduce Pay Sticker loss/theft risk and/or discover in time Pay Sticker loss/theft.
- Activate your digital wallet/plastic card on the device you use every day. This action will help you to reduce the risks associated with card payments.



7. Following these recommendations will help the Customer to use his/her plastic cards more safely. In case of any questions, the Customer can contact the Contact Center at *2222 +995 32 220-22-22, +995 599 214 214 (from 09:00 to 21:00) or at support@procreditbank.ge, or for additional information, please visit the Bank website at <http://www.procreditbank.ge>.
- 7¹. **Plastic card/Pay Sticker blocking** - if your card/Pay Sticker and/or the electronic device with activated digital wallet is lost or stolen, also if the Passcode/Touch ID/Face ID, PIN code, the 3D code and/or the data on the card/Pay Sticker surface have become known to third parties, the Cardholder/Card User shall immediately block the card/Pay Sticker through one of the means:
 - Use the **Internet Banking** feature PLASTIC CARD BLOCKING from the menu MY CARDS.
 - Send an **SMS** from the mobile number of a Card User/Cardholder recorded in the Bank database to number 2022 (SMS text: BLOCK and the last 4 digits of the card, e.g. BLOCK1234; and to obtain the last 4 digits of the card, send an SMS to number 2022 with SMS text 14); The Bank will identify the Card User/Cardholder by the mobile number recorded in the Bank database as the Card User's/Cardholder's mobile number.
 - Contact the Bank using the contact details specified in this document, only from 09:00 to 22:00 (from February 25, 2019 only from 09:00 to 21:00) or visit any of the Service Points of the Bank during working hours.
8. If the Customer fails to perform the security obligations, recommendations and/or guidelines established by the Bank regarding cards and/or card transactions, the Customer shall fully be responsible for any damages to the Customer or third parties, and the Bank shall be released from any liability.
9. ProCredit Bank cards are equipped with the following safety features:



Article 19¹: 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.
3. 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.
4. 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.
5. 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.

Section V

Internet Banking

Article 20.

1. The Bank and the Customer enter into an **Internet Banking Agreement**. The Customer is obliged to use the Internet Banking in accordance with the terms and conditions determined for this tool.
2. The terms used herein shall have the following meaning:
 - a) **Internet banking** - electronic system created by means of Internet technologies, which allows remote banking service via the Internet. The Bank's Internet banking web address is: <https://online.procredit-bank.ge/new>.
 - b) **Electronic payment document** - electronic document created by the Bank or by the Customer which represents the basis for operations on the Customer's respective accounts and is equivalent to an original document.
 - c) **User name** - unique name of an Internet Banking user, which is assigned upon activation of Internet Banking and which is used together with a password and authentication code to log in to the Internet Banking.
 - d) **Password** - combination of letters, symbols and digits used together with a user name and authentication code to log in to the Internet Banking.
 - e) **TAN** is a unique digital transaction authentication number used for registration of electronic payment documents.
 - f) Electronic equipment/devices for TAN generation:
 - **"DigiPass" device:**
 - **SMS code:**
 - **Mobile Token application**
 - g) **Principal user** - in the case of physical persons, the principal user is the physical person in whose name the account is opened. In the case of a legal entity, the principal user is an authorized representative of the legal entity.
 - h) **Additional user** - additional user registered by the principal user via Internet Banking who has limited access rights to Internet Banking granted by the principal user.
 - i) **Payment date(s)** - date(s) of settlement of commissions for the Internet banking service, calculated from the date(s) on which the Bank issued a TAN registration electronic equipment/device to the Customer.
 - j) **Authentication** - procedure that allows the Bank to determine the identity of a customer and/or the validity of the use of a payment instrument, including verifying the personified security features used by the Customer that the Bank provides to the Customer for authentication purposes.
 - k) **Strong authentication** - authentication based on the use of two or more of the following different categories of elements: knowledge (what only the user knows, for example: password, PIN code), possession (what only the user owns, for example: authentication code) and uniqueness (what the user is, for example: fingerprint scanning), which are independent of each other in such a way that the disclosure of one-category element in any way will not compromise the reliability of the element(s) of the other categories.
 - l) **Authentication code** - unique combination of digits used with the username and password in Internet Banking. The user generates authentication code using the electronic code generation device/means agreed upon in the Agreement on Internet Banking Services.
 - m) Electronic **authentication code generation device/means**:
 - **SMS code**
 - **"DigiPass" device;**
 - **Mobile Token application.**



3. By means of Internet banking, the Bank provides the Customer with electronic banking services, which include providing information about the accounts of Customer (the principal user and any additional users), exchanging electronic payment documentation between the Customer and the Bank, opening bank accounts, submitting applications for different banking products and/or services and/or concluding the corresponding agreement(s). Submission of requests/applications shall be carried out via Internet Banking, as well as via any means agreed with client, the conclusion of the corresponding agreement(s) shall be carried out only via Internet banking, in written electronic form, which is sufficient for their validity.
4. Electronic payment documents used in Internet banking have legal power equal to that of a printed payment document. Electronic payment documents are used as sufficient grounds for execution of operations on the Customer's accounts. The Customer agrees that Internet banking, used as per the conditions set forth herein, allows for safe and credible transmission of the information given in electronic payment documents, which is sufficient for settlement of any conflict.
5. The Bank provides the Customer with a DIGIPASS, if so desired by the Customer, for temporary use, and/or other electronic equipment/device for TAN registration and/or other electronic authentication code generation device/means. Authorization (confirmation) of operations/transactions/other actions with TAN and/or authentication code is required in all cases when Internet Banking requests such authorization.
6. The Internet Banking service under the conditions set forth herein is presented in two different service packages:
 - **Standard package:** the Customer does not receive a DIGIPASS for temporary use and/or other electronic device/means for TAN generation. The Customer will be able to see his/her account balances, conduct transactions only within his/her accounts, and pay for utilities, mobile operator, television and Internet service fees from the current account unless the transaction amount is not more than GEL 250, within the daily limit of GEL 1000; (Registration/activation of the standard package by the user is not allowed from 13 August 2020.)
 - **Full package:** the Customer receives a DIGIPASS for temporary use and/or other electronic device/means for TAN/authentication code generation. (However, registration of the SMS code is mandatory for all clients enjoying Internet Banking services). The Customer will be able to make transfers to other (third) parties' accounts and perform other banking operations. The Customer will also be able to submit applications/requests for other banking products and/or services, and/or to conclude the corresponding agreements, as well as to open accounts.
7. The parties agree that in Internet Banking, as a condition for processing electronic payment documents, the Customer shall be identified by a user name, password and/or authentication code. For making transfers to third parties' accounts, the Bank shall additionally require TAN authorization from the Customer.
8. If the Customer is willing, an additional user may be registered for Internet banking; such additional user may be a person who is not a Customer of the Bank.
9. The number of the Internet Banking users is limited to a maximum of 10 (ten); one of them is the principal user and the other 9 (nine) are additional users.
10. A maximum of 10 (ten) electronic equipment/devices of TAN generation may be registered in the Internet Banking.
11. The Bank assigns the Customer (principal user) a user name and a one-time password for the first log-in and immediately sends it to his/her personal e-mail account. The Customer may log in to Internet Banking as soon as he/she receives a user name and a password. To log in to Internet Banking for the first time, the Customer is required to use a username, a one-time password and an authentication code. Besides, the Customer is obliged to change a one-time password upon entering Internet Banking.
- 11.1. The principal user name and password will be sent to the client in accordance with the method chosen by him:
 - or to the e-mail address indicated in the contract on the Internet banking service;
 - or to the mobile phone number indicated in the contract on the Internet banking service;
 - or using both methods at the same time: to the e-mail address and to the mobile phone number indicated in the contract on the Internet banking service.

- 11.2. The Client is authorized to change the method of getting the password chosen by him / her by using the other methods listed above, for which he is obliged to apply to the bank and the Bank shall provide the relevant change based on the Customer Identification.
12. Unless the Customer uses a one-time password within 14 calendar days from the moment of signing the Agreement, the one-time password that the Bank has sent for the first-time log in to the Internet Banking will be blocked and the Customer will lose access to the Internet Banking using the mentioned password. In such case, the Customer shall be authorized to call or arrive at the Bank and request a new one-time password. When contacting the Bank, the Customer shall be required to answer correctly the code question provided in the Internet Banking Service Agreement.
13. If the Customer (principal user) has forgotten the password or the password has been disclosed, the Customer shall be authorized to reset the Internet Banking password from the website (<https://online.procreditbank.ge>). The Customer must have changed the one-time password received during the registration of Internet Banking. The Customer can also call or arrive at the Bank and request a new one-time password that must be changed immediately after logging in to the Internet Banking. When contacting the Bank, the Customer shall be required to answer correctly the code question provided in the Internet Banking Service Agreement.
- 13¹. Any resident natural person can reset the password from the website (<https://online.procreditbank.ge>) only with a valid ID document. In addition, the Customer must have maintained a mobile phone number with the Bank and have an active plastic card (except pay sticker) or e-mail registered in the Internet Banking Application. Password reset shall be allowed only for the main user. Additional users shall be blocked in case of password reset. The password cannot be reset in mobile application and mobile PDA (Personal Digital Assistant) version of the Internet Banking.
14. The principal user can add/delete additional users and administer rights in Internet Banking; in particular, define the rights to perform operations on the accounts, give/deprive of electronic devices/means for TAN generation, block/unblock services, restore passwords, activate/register/change the service required to obtain the authentication code, determine the limits of Internet Banking operations. Besides, in case of password reset, a new password shall be sent to the Customer according to the method chosen by him/her under the Agreement on Internet Banking Services.
15. If the Client is an entrepreneurial entity and the amount of transfer in a foreign currency via Internet Banking exceeds the equivalent of GEL 30 000 (thirty thousand), he/she/it shall send the Bank, along with conducting the transaction via Internet Banking, a document evidencing the grounds for transfer. Otherwise, the transfer shall not be completed.
16. Limits are set for Internet banking operations. The limits are listed in the corresponding tariffs.
17. Any operation exceeding the established limit shall be rejected by the Internet banking system.
18. A banking transaction as per electronic payment document submitted by the Customer shall be completed in accordance with the general rules of the Bank. The operation shall be completed by the Bank once the Bank completes authorization of the operation and the operation is posted in Internet banking as "Completed".
19. The Bank shall process any electronic payment document received via Internet banking. The Bank may refuse to accept and process the electronic document if there is reasonable suspicion about the authenticity of the document. The Bank may also request authentication of the Customer's identity and/or reasons for the intended transaction, which must be submitted by fax, telephone, in person, or in any other form acceptable for the Customer and the Bank.
20. Only one customer's account(s) may be linked to Internet Banking, except as described in paragraph 21 of this Article.
21. In the case of a private individual, upon request of the Customer, it is possible to include a Child Account opened for an additional customer, only with the right to view and in case the mentioned private individual is the parent of the depositor.
22. If new accounts are opened for the principal user as well as for additional Customers, such accounts will automatically be activated for inclusion in Internet banking.

23. Once the Customer enters Internet Banking, the instruction manual for working with the Internet Banking program is available, which is presented in the “Internet Banking” program in the form of auxiliary manuals required for obtaining certain services.
 24. The Customer must not allow unauthorized third parties to access his/her Internet Banking by means of his/her username, password or authentication code. The Customer shall assume full responsibility for the accounts opened, the use of different banking products and/or services and all operations sent to the Bank via Internet Banking using the Customer’s username, password, authentication code and, if required, a valid TAN.
 25. For security reasons, the Customer is obliged to periodically update the password for Internet banking, at least every 3 months. The system keeps the Customer’s last password in its memory and re-use of this password will not be possible.
 26. If the Customer suspects that his/her user name or password has become known to a third party and/or if his/her electronic device/means for generating TAN and/or authentication code and/or cell phone are lost or stolen, the Customer shall contact the Bank and request blocking of Internet Banking or may block himself/herself access to Internet Banking for his/her user through the website: <https://online.procreditbank.ge>. If the Customer does not inform the Bank about the loss of the password and/or electronic device/means for generating TAN and/or authentication code/cell phone or does not block access to Internet Banking through the website: <https://online.procreditbank.ge>, then the Customer is fully responsible for the loss that may occur as a result of Internet Banking operations.
- 26¹. The Bank is obliged to:
- a. take all reasonable steps to observe the Internet Banking safety requirements and to prevent its unlawful use;
 - b. not make the Internet Banking personalized security features and facilities available to other persons except for customers;
 - c. clearly inform customers of the Internet Banking security requirements placed at the following link: www.online.procreditbank.ge;
 - d. if the Internet Banking username and password and/or electronic device/means for generating TAN/authentication code and/or cell phone is lost, stolen, unlawfully appropriated or unlawfully used in any form, ensure that the notice of such facts is received directly from the Customer or any authorized person at any time. At the request of the Customer, the Bank shall furnish proof of receipt of the notification unless the notification was received more than 18 months before;
 - e. once the above notification is received, immediately prevent the further use of the Internet Banking.
- 26². If the Internet Banking personalized security features and facilities are sent by mail, the Bank assumes all the risks of mailing.
- 26³. The Customer is authorized to demand from the Bank to reimburse the funds equivalent to unauthorized or incorrect payment transactions conducted within the territory of Georgia, unless more than 40 days are passed from the date of unauthorized transaction or more than 180 days are passed from the date of incorrect transaction, provided that the Customer immediately notified the Bank of such transaction.
- 26⁴. The Bank is not responsible for the consequences if the Customer has refused/failed to observe the security measures offered by the Bank. In such cases, the Customer is responsible for the consequences of the Customer’s refusal/failure to observe the security measures.
- 26⁵. If the Internet Banking username and password and/or electronic device/means for generating TAN/authentication code and/or cell phone is lost or stolen, the Customer is responsible for damages incurred as a result of transactions conducted through unauthorized access in the territory of Georgia in the amount of no more than GEL 100, except as provided for by this article. The Customer is fully responsible for damages caused by his/her fault with regard to the payment transaction or by intentional or negligent failure to comply with the terms and conditions/security requirements defined in this document.



- 26⁶. The Customer may use any communication media for communication with the Bank, including may call at *2222; +995 32 220-22-22, +995 599 214 214 or write at support@procreditbank.ge; detailed information is also available on the Bank's official web page: <http://www.procreditbank.ge>. The Bank is responsible for unauthorized payment transactions conducted after the Customer gives the Bank the relevant notice, provided that the Bank has not received the notice and has not provided timely response to prevent further use of the Internet Banking, or for damages caused as a result of unauthorized transactions conducted due to failure to observe personalized security requirements, unless the damage is caused by the Customer's criminal or negligent act or omission. The Bank is not responsible for damages caused by unauthorized transactions if the Customer fails to notify the Bank of the fact that the Internet Banking was unlawfully used under paragraph or to block access to Internet Banking as provided for by this document, or if the damage is caused by the Customer's criminal or negligent act/omission. The Bank is not responsible for the payment transactions conducted by the Customer before giving the Bank the relevant notice.
- 26⁷. Blocking of Internet Banking service - if the Customer suspects that his/her username and password has become known to a third party and/or if his/her DIGIPASS, cell phone and/or other electronic device/equipment for generating TAN/authentication code are lost, or the username and password are disclosed, the Customer shall block access to Internet Banking immediately by:
- Contacting the Bank Contact Center to the contact data specified in paragraph 266 of this article from 09:00 to 21:00; or receiving information about the blocking through the automatic responding machine from 21:00 to 09:00; or visiting any branch of the Bank during the working hours of the branch;
 - Blocking the Internet Banking service by visiting the Bank web-page <https://online.procreditbank.ge> during 24 hours, using one-time code. The one-time code, as the Customer selects, shall be sent to the e-mail address specified in the Internet Banking Agreement or at the agreed cell phone number, or the Customer generates himself/herself the code valid for blocking the Internet Banking through TAN generation device - DIGIPASS/Mobile Token according to the instructions provided at the official web page of the Bank: <http://www.procreditbank.ge>.
27. The Customer acknowledges and agrees to the fact that SMS notification of a TAN and/or authentication code may be delayed and/or hindered and/or not received at all, which may be caused by technical malfunctions for which the provider cell phone operator is responsible, and the Bank shall not be held responsible for such delays or the consequences thereof.
- Besides, the Customer is aware that for successful completion of remote transactions, it is mandatory to obtain a TAN and/or an authentication code at the telephone number registered with the Bank, if SMS code is chosen as TAN and/or authentication code generation device/tool. The Customer also agrees and understands that if a foreign number is registered with the Bank, receiving the relevant SMS may be delayed or not performed at all. This is due to technical malfunctions created from the side of the provider cell phone operator, which goes beyond the control of the Bank. Accordingly, the Bank shall not be liable for the above fact or for the consequences caused by the fact. However, it should be noted that the Customer has the opportunity to repeatedly request an unlimited number of TAN and/or authentication codes if the initial attempt turns to be unsuccessful.
28. The Customer requests to block Internet Banking, any Internet Banking operation conducted using the Customer's username, password or authentication code shall be the responsibility of the Bank.
29. If the Bank identifies unsanctioned or suspicious Internet banking operations on a Customer's account(s), the Bank shall be authorized to block the Customer's access to the Internet banking program at its discretion.
30. If Internet banking is blocked, it automatically blocks the access of all additional users of Internet banking.

31. The Bank is authorized to reject a Customer's electronic document for execution in the following cases:
 - The electronic document does not include all necessary information;
 - Information in any field of the electronic document is incorrect;
 - The Client has not sent via Internet Banking a document evidencing the grounds for transfer in the foreign currency;
 - The Customer has violated any of the rules established by this document or by the Bank.
 - The Customer fails to present the ID document when transfer is made instead/in favour of the third party and the amount is more than GEL 1500 (or its equivalent in other currency).
32. Internet banking commissions shall be debited from the Customer's bank accounts on the dates of payment.
33. The Bank is authorized to unilaterally terminate the agreement with the Customer and annul the Internet banking service without prior notification/warning if the Internet banking commissions are not paid within one month from the due date of payment.
34. If the Customer requests new electronic equipment/device for TAN generation, the Customer shall pay to the Bank the commissions for new electronic equipment/device for TAN generation, as per the Bank's tariffs.
35. In the case of DIGIPASS replacement due to external damage, the Bank shall be obliged to replace such DIGIPASS free of charge, if 2 (two) years have not elapsed from its registration date. Otherwise, the Customer is obliged to pay commissions for registration of a new DIGIPASS, as per the Bank's tariffs.
36. Annulled Internet banking shall not be restored. If the Customer wishes to renew his/her Internet banking service, then a new Internet Banking Agreement shall be concluded with the Customer and the Customer shall pay the commissions as per the Bank's tariffs.
37. The Internet banking service shall remain in operation until its termination by any of the parties.
38. In the case of termination of the Internet banking service, if the Customer uses a DIGIPASS, the Customer is obliged to return the DIGIPASS to the Bank immediately upon termination of the Internet banking service.
39. In the case of termination of the Internet banking service, the parties are responsible for electronic payment documents registered by the Customer and received by the Bank before termination of the agreement.
40. (Deleted).
41. For the purposes of this article, strong authentication of all users by the Bank will be mandatory from 1 April 2021. Prior to that date, the registration of the service required to obtain an authentication code by the existing user shall be optional and the Customer shall be authorized to provide the activation of the service required to obtain the said code, if desired/if necessary. The services required to obtain an authentication code will automatically be activated for the customers, for whom Internet Banking services have been registered since August 13, 2020.
42. Without registering the service required for obtaining an authentication code and without strong authentication, the Customer shall have restricted access to electronic banking services in the period from 10 December 2020 to 1 April 2021. Namely, within the limitation, only the information on current and deposit account(s) and existing balance(s), transactions conducted for the last 30 calendar days and payment operations made for the last 90 calendar days may be viewed via Internet Banking, as well as transfers between own accounts and/or currency conversions.

- 42¹. After registering the service required for obtaining an authentication code, the client is entitled to use the limited electronic banking service of Internet Banking defined by paragraph 42 of this Article without strong authentication, if 90 calendar days have not passed yet since his/her last use of strong authentication code in Internet Banking.
43. From 1 April 2021 until the registration of the service required to obtain an authentication code, the Customer shall be restricted from using Internet Banking, except for the activation/registration of the service required to obtain an authentication code.
44. The service required for obtaining an authentication code by the Customer using Internet Banking, as well as change of electronic authentication code generation device/tool, may be registered at the Bank branches and service points, as well as through Internet Banking or video identification process as defined in Article 2² of this Agreement.

Section VI

General Provisions on Standing Orders

Article 21.

1. Standing orders are regulated by an agreement between the Bank and the Customer and represent long-term legal relations. Standing orders are made on the basis of the agreement, which constitutes a payment order for each transfer.
2. The Customer must ensure that sufficient funds to cover transfers and relevant commissions (if any) are in the account at least one day prior to the date of the standing order.
3. The Bank undertakes to execute transfer operations from the Customer's account on the basis of the agreement, in accordance with the date stated therein.
4. If the Customer has entered into more than one agreement and their fulfilment dates coincide, then the Bank shall execute transfer operations as per the priority table of standing orders provided by the Customer.
5. If the agreement covers more than one standing order, the Customer is authorized to request a change of the priority ranking of the standing orders (fulfilment of agreements).
6. In consideration of their content, standing orders are subject to the general provisions on bank accounts, unless otherwise stated in the general and/or special provisions on standing orders.
7. The Customer is authorized to unilaterally terminate the Agreement on Standing Orders at any time (regardless of whether or not a term has been defined); the Customer is obliged to inform the Bank about such termination in writing.
8. The Bank is authorized to unilaterally terminate the Agreement on Standing Orders at any time (regardless of whether or not a term has been defined); the Bank is obliged to inform the Customer about such termination one calendar day prior to the effective date.
9. The agreement shall automatically be terminated if the account mentioned in the agreement is closed.

Special Provisions on Standing Orders

Article 22.

1. The Bank and the Customer enter into an **Agreement on a Standing Order for Utility Payments**.
2. The Customer authorizes the Bank to settle utility bills from the account mentioned in the agreement, according to the schedule required by the utility service company.
3. If a maximum amount is indicated by the Customer and the amount charged by the utility company is higher than this maximum amount, the Bank shall not execute such contractual order.

Article 23.

1. The Bank and the Customer enter into an **Agreement on Standing Orders**.
2. The Bank undertakes to execute standing orders from the Customer's principal account, as per the data specified in the agreement.
3. If, as of the date of the standing order, the balance of the principal account is not sufficient to execute the standing order and settle Bank commissions (if any), in order to ensure sufficient funds in this account, the Bank must draw on additional accounts (including those in a different currency) stipulated by the agreement and move the requisite amount from such accounts to the principal account. Additional accounts are used in accordance with the priorities set forth in the agreement. Account priorities are established according to their sequence.
4. In order to execute the standing order, the Bank is authorized to make conversion operations from additional accounts indicated in the agreement, without the Customer's additional consent. Conversion shall be made in accordance with the commercial exchange rate of the Bank at the time of execution of the standing order.
5. The Customer must ensure that sufficient funds for the standing order are in the principal and additional accounts at least one day prior to the date of the standing order.
6. The Customer is authorized to change additional accounts and/or their priority ranking in the agreement.
7. The agreement shall also be terminated automatically if the principal account under the agreement and/or the account opened with ProCredit Bank, which is used to transfer funds, is closed.

Section VII

SMS Service

Article 24.

1. The Bank and the Customer enter into an **SMS Service Agreement**.
2. The Bank sends to the Customer the information determined by the agreement between the parties and/or by this article via short text message (SMS), to the cell phone number indicated in the agreement. The Customer is authorized to choose the following types of messages: info service 2022, making transfer/deposit to the account, and total POS terminal payments.
3. If “Info Service 2022” is selected in the agreement, the Customer can send any of the SMS codes listed below from the cell phone number indicated in the agreement to number 2022 to request the corresponding type of information. 2022

SMS codes and their meanings			
SMS code	Value	SMS code	Value
0	SMS codes and their meanings	7	Official currency exchange rates: USD, EUR, GBP, RUR
1	Information about the available balance in current accounts	8	Commercial currency exchange rates: USD/GEL, EUR/GEL, EUR/USD
2	Information about the available balance in current accounts	9	Commercial currency exchange rates: GBP/GEL, RUR/GEL
3	Information about deposit account balances	10	Deposit account details
4	Information about savings plan deposit balances	11	Information about credit cards
5	Information about credit installment arrears	12	Credit card information
6	Information about current account balances	13	Option of Language preferences (Georgia/English)
14	Information about the types and numbers of plastic cards and the method of card blocking.		

4. If “total deposits in POS terminal” mode is selected by the Customer in the agreement, the Customer will receive information about total turnover on each POS terminal individually. A text message is sent when the amount is deposited to the account and includes information about the transactions of the previous day. If an amount is returned by a POS terminal, the returned amount will be excluded from the total turnover of the date of return. Information about deposited/executed turnover of non-banking days is sent the next banking day, individually day by day.
5. For sending notifications to the Bank, the Customer pays the cell phone company the established cost of sending text messages.
6. The Customer is authorized to change, add or terminate the notifications selected by the agreement at any time.
7. In the case of a change of telephone number from the one indicated in the agreement, the Customer is obliged to immediately notify the Bank in writing and enter into a new agreement with the Bank. Otherwise, the Bank shall not be responsible for violation of information confidentiality and any loss/damage incurred.

Section VIII

Phone PIN Code Service

Article 25.

1. The Bank and the Customer enter into a **Phone PIN Code Service Agreement**.
2. The Bank undertakes to provide the Customer with a telephone PIN code, by which the Bank provides the Customer identification, and furnish any information about the account(s). In addition, the Customer may execute non-cash conversion of currency on his/her accounts via phone; send a payment order to the Bank for money transfers (in any currency) between his/her accounts.
3. For the purposes of executing the above-mentioned operations, the Bank identifies the Customer by means of a phone PIN code and the Customer's first name, last name and title. The Bank is also authorized, if necessary, upon its discretion and for the purpose of identifying the Customer, to check other available data. The Bank records telephone conversations between the Bank and the Customer and processes the recordings in different forms, upon its discretion, including non-automatic, semi-automatic, and/or automatic means, as per the Bank's lawful purposes.
4. The PIN code provided to the Customer is registered in the agreement between the Bank and the Customer. The Customer may change the combination of digits in the phone PIN code. In such a case, the Bank is authorized to cancel the active PIN code and provide the Customer with the new PIN code. If the Customer forgets the phone PIN code, the Bank shall not remind the Customer of the PIN code and a new PIN code shall be issued upon the Customer's request. The Customer is obliged to observe the security requirements provided for in this document.
5. The Bank does not assume responsibility for unwanted outcomes resulting from disclosure of a phone PIN code to a third party and/or loss/theft of the PIN code. In the case of loss/theft of a PIN code, the Customer is obliged to immediately inform the Bank in writing and request cancellation of the phone PIN code service or change the phone PIN code.
6. Any new agreement between the Bank and the Customer on a specific phone PIN code annuls all previous agreements or contracts on the same phone PIN code.
7. The agreement between the Bank and the Customer is automatically cancelled upon closure of the Customer's final account with the Bank.

Section IX

Use of Basic Banking Products

General Provisions

Article 26.

1. Banking services provided for by Special Provisions of this Section shall be provided to the Customer on the basis of the Agreement on Use of Basic Banking Products.
2. If at the moment of signing the Agreement the Customer already uses the basic banking product(s)/ service(s) under the Agreement on Use of Basic Banking Products, the banking product(s) shall not be re-registered in the name of the Customer and new agreements/contracts for such products shall not be concluded.
3. The Agreement on Use of Basic Banking Products shall apply until the Bank closes all accounts of the Customer.
4. Tariffs for use of basic banking products constitute the integral and inseparable part of the Terms and Conditions of Banking Services. The Customer confirms that he/she is familiar with the relevant tariffs for use of basic banking products, agrees to and does not have any claim against the tariffs.
5. The issues and tariffs that are not provided for by the Agreement/this Document and Tariffs for the use of basic banking products shall be determined by the agreement / contract signed on each banking service / product and by the Standard Tariffs set by the Bank.
6. The provisions of this Section shall apply to all existing customers of the Bank, including customers who are using Payroll Project, Online Account and Service Package from 10 July 2017.

Use of Basic Banking Products

Special Provisions

Article 27. Salary project services (Deleted on 10/07/2017)

Article 28 . Service package agreement (Deleted on 10/07/2017)

Article 29 . Online account package (Deleted on 10/07/2017)



Article 29¹. Basic banking products – “Business Clients Account Service” / “Business Clients Account Standard Service” / “Business Clients Account Full Service” / “Business Clients Account Service +” / “Business Clients Account Full Service +”

1. The Bank and the Customer conclude the Agreement on Use of Basic Banking Products (“Business Clients Account Service” / “Business Clients Account Standard Service” / “Business Clients Account Full Service” / “Business Clients Account Service +” / “Business Clients Account Full Service+”).
2. Use of basic banking products (“Business Clients Account Service” / “Business Clients Account Standard Service” / “Business Clients Account Full Service” / “Business Clients Account Service +” / “Business Clients Account Full Service+”) means obtaining the right to use banking products and preferential tariffs included in exchange for payment of a fixed commission on a particular banking product / service.
3. Banking products included in the basic banking products (“Business Clients Account Service” / “Business Clients Account Standard Service” / “Business Clients Account Full Service” / “Business Clients Account Service +” / “Business Clients Account Full Service+”) are as follows:
 - 3.1. Opening of one multi-currency current account
 - 3.2. Full package of Internet Banking
 - 3.3. Visa Business Card (1 piece for the following basic banking products - “Business Clients Account Service” / “Business Clients Account Standard Service” / “Business Clients Account Full Service”; 2 pieces for the following basic banking products - “Business Clients Account Service +” / “Business Clients Account Full Service+”)
 - 3.4. Deposit card (2 pieces), (“Business Clients Account Standard Service” does not involve this product)
 - 3.5. SMS service (1 piece)
 - 3.6. Automatic task
 - 3.7. Telephone PIN code
 - 3.8. Conversion operations at individual rate (only for the following basic banking products - “Business Clients Account Service +” / “Business Clients Account Full Service+”).
4. In case of sharp fluctuations of the GEL exchange rate against the Euro, the Bank is entitled to unilaterally change the amount of the fixed fee for the use of the Basic Banking Products “Business Clients Account Service +” / “Business Clients Account Full Service+” specified in this Article twice a year.”

Article 29². Basic banking products - Active Account Services / Universal Active Account

1. The Bank and the Private Customer conclude the Agreement on Use of Basic Banking Products (Active Account Services / Universal Active Account).
2. Use of basic banking products (Active Account Services / Universal Active Account) means obtaining the right to use banking products and preferential tariffs included in exchange for payment of a fixed commission on a particular banking product / service.
3. Banking products included in the basic banking products (Active Account Services / Universal Active Account) are as follows:
 - 3.1. One current account in GEL, USD, EUR
 - 3.2. Savings Deposit Flex Save/ Flex Save + (in the currency of current account)
 - 3.3. Full package of Internet Banking
 - 3.4. Plastic card (1 piece of MasterCard FlexCard debit; 1 piece of Visa Flex Card ordered by the Client through internet banking)
 - 3.5. Visa Classic contactless card - 1 piece Pay Sticker only for Universal Active Account
 - 3.6. SMS service (per a subscriber)
 - 3.7. Automatic transfer
 - 3.8. Automatic payment of utility fees
 - 3.9. Telephone PIN code
 - 3.10. Conducting preferential conversion operations
4. Within the mentioned service, only one current account will be opened for the Customer in the national currency. Each additional account(s) in foreign currency (only USD and / or EUR) is opened on the basis of customer application.
5. In case of transferring funds to the Customer's account in other currency than GEL, USD, EUR, the Bank will convert the funds and transfer to the Customer's account under the following procedure: the above amount will be converted first and transferred to the Customer's USD account. If the Customer does not have a USD account opened with the Bank, the amount will be converted in EUR and transferred to the Customer's EUR account; and if the Customer has none of the above-mentioned currency accounts, the amount will be converted in GEL and transferred to the Customer's GEL account.
6. Conversion from one currency unit to another will be provided at the commercial exchange rate of JSC ProCredit Bank applicable on the date of transfer to the account.
7. If other / additional / new banking products / services than the products / services defined in paragraph 3 of this article are used, in addition to the fixed commission, the Customer pays the commission for the use of other / additional / new banking product / service.
8. Refusal to use the service defined in this article or any product / service included automatically cause unilateral termination of all / any agreement signed with the Customer / closing of the accounts. The Customer declares its consent to the stated condition and no further acceptance on termination of legal relationship / agreement(s) with the Bank / closing of accounts will be required.
9. In case of sharp fluctuations of the GEL exchange rate against the Euro, the Bank is entitled to unilaterally change the amount of the fixed fee for the use of the Basic Banking Products specified in this Article twice a year.

Article 29³. Basic banking products - Passive Account Services

1. The Bank and the Private Customer conclude the Agreement on Use of Basic Banking Products (Passive Account Services).
2. Use of basic banking products (Passive Account Services) means obtaining the right to use banking products and preferential tariffs included in exchange for payment of a fixed commission on a particular banking product / service.
3. Banking products included in the basic banking products (Passive Account Services) are as follows:
 - 3.1. One current account in GEL, USD, EUR
 - 3.2. Savings Deposit Flex Save/ Flex Save + (in the currency of current account)
 - 3.3. Full package of Internet Banking
 - 3.4. Plastic card (1 piece/Visa Flex Card) with the right of cash withdrawal
 - 3.5. SMS service (per a subscriber)
 - 3.6. Telephone PIN code
4. Within the mentioned service, only one current account will be opened for the Customer in the national currency. Each additional account(s) in foreign currency (only USD and / or EUR) is opened on the basis of customer application.
5. In case of transferring funds to the Customer's account in other currency than GEL, USD, EUR, the Bank will convert the funds and transfer to the Customer's account under the following procedure: the above amount will be converted first and transferred to the Customer's USD account. If the Customer does not have a USD account opened with the Bank, the amount will be converted in EUR and transferred to the Customer's EUR account; and if the Customer has none of the above-mentioned currency accounts, the amount will be converted in GEL and transferred to the Customer's GEL account.
6. Conversion from one currency unit to another will be provided at the commercial exchange rate of JSC ProCredit Bank applicable on the date of transfer to the account.
7. If other / additional / new banking products / services than the products / services defined in paragraph 3 of this article are used, in addition to the fixed commission, the Customer pays the commission for the use of other / additional / new banking product / service.
8. Refusal to use the service defined in this article or any product / service included automatically cause unilateral termination of all / any agreement signed with the Customer / closing of the accounts. The Customer declares its consent to the stated condition and no further acceptance on termination of legal relationship / agreement(s) with the Bank / closing of accounts will be required.
9. It is not allowed to issue any type of credit/loan (including overdraft, credit card) to the Customer using the basic banking product Passive Account.
10. The Customer is authorized to change/replace the service provided for by this article with the basic banking product Active Account but not vice versa.

Section X

General Provisions on Acquiring Services

Article 30.

1. The terms used in this chapter have the following meanings:

- a) **Acquiring** - an activity that ensures, on the basis of the agreement with trade and/or service outlets or other entities (the trading platform organizer, sub-Acquirer), through electronic and technical means, the execution of payment transactions through a payment instrument, the execution of internet payment transactions using the payment instrument details, the execution of cash withdrawal transactions using a payment instrument, and the relevant settlement.
- b) **Card instrument** - a payment instrument, including a payment card, mobile phone, computer or other technological device, where respective payment application is recorded/integrated and which enables the payer to initiate a card transaction.
- c) **Payment card** (hereinafter the card) - a category of e-payment instrument issued by the issuer, through which the payer can initiate a card transaction.
- d) **Payment application** - a software installed in the device or its equivalent, through which the payer can initiate a card transaction and give a payment order.
- e) **Issuer** - a provider that issues a payment instrument, through which a card transaction can be initiated.
- f) **Card payment transaction** (hereinafter - the card transaction) - debit and credit transactions performed using a card instrument, including the card details, through the card infrastructure, according to the card scheme, on the basis of which the transaction amount is reflected in the card/credit card account or card balance is changed.
- g) **POS terminal** - an electronic software and/or technical equipment used 1) to withdraw money from the service provider's office; and/or 2) for making payments by card instrument in trade/service outlets, which may include cash withdrawals in addition to payment for goods/services (except for e-commerce transactions).
- h) **Card receipt** - a document issued by an ATM or POS terminal, which confirms the payment for goods/services, the cash withdrawals through a card instrument or other card transactions, also provides the relevant information in case of any transaction failure.
- i) **Offline transaction** - an operation that is confirmed or denied without contact with the issuer.
- j) **Chargeback** - a financial claim filed by a card issuer against a bank for a refund of a card transaction made by a client.
- k) Other terms used in this chapter have the meanings defined by the legislation of Georgia.

- 2. The Bank shall provide the Customer with acquiring services on payments made via POS terminals issued to the Customer by the Bank, by means of Visa International and MasterCard International. The Customer shall pay fee to the Bank for each card transaction performed at the Customer's shop. The amount of fee shall depend on whether a transaction is performed with a card issued by ProCredit Bank Georgia or with a card issued by another bank.
- 3. The signing of an acquiring agreement and related contracts by the Client implies that the Bank has taken all mandatory measures regarding the Client as established under the Law of Georgia on Facilitating the Prevention of Money Laundering and Terrorism Financing and by-laws issued by the Financial Monitoring Service and the National Bank of Georgia, and has obtained reliable information about the Client's activities.
- 4. The conclusion of an acquiring agreement between the Bank and the Client implies that the Bank has obtained all the necessary permits and licenses from the relevant card schemes required to provide services to the Client.
- 5. Rights and obligations of the Client:

The Client shall be obligated to:

- 5.1. Meet the legal requirements of the Bank relating to the provision of acquiring services, the protection of consumer rights, the security and protection of the user, card and other confidential information.
- 5.2. Compensate the Bank for any damage inflicted thereto directly or indirectly, including and not limited to any amount imposed on the Bank and/or paid by the Bank in the consequence of violation of the Agreement, this Rule, the legislation of Georgia and the rules established by the relevant card systems. Compensation shall be paid immediately upon receipt of the relevant notice/request of the Bank, either within the timeframe set by the Bank or within the timeframe specified by the agreement between the parties.
- 5.3. Before signing the acquiring agreement by the Client, or making amendments/additions to the agreement, also at each renewal of the agreement, at the request of the Bank, submit all documents and provide all required information to the Bank, also allow access for the Bank representative to trade/service outlets in confirmation of the fact that the activity/service complies with the law.
- 5.4. Actually provide the services that are consistent with the scope of the Client's activity specified in the acquiring agreement. The obligation includes the notification to the Bank, in writing or via Internet Banking, of any amendments or additions thereto or removal and/or cancellation of any part thereof, 10 (ten) working days before the changes. The amendments/additions described in this paragraph shall be valid after the relevant changes are made in the agreement.
- 5.5. During the monitoring conducted by the Bank, cooperate with the Bank and provide it with the requested information/documents, also allow the Bank representatives to inspect the inspection site, show him/her the service process and fulfil all legal requirements of the Bank arising from the monitoring purposes. Default on this obligation shall be interpreted as a violation of a significant requirement of the agreement and the Bank may suspend and/or terminate the acquiring agreement.
- 5.6. Follow the security rules and procedures for using the POS terminal and conducting card transactions. The Client is responsible for any damages caused by improper observance of security measures and procedures, including and not limited to information loss, damage and/or access by third parties.
- 5.7. Attend and/or ensure the attendance of its employee(s) at the training planned by the Bank, also ensure the allocation of appropriate space for the training with the intervals and duration determined by the Bank; and, if an employee who has access to the POS terminal and card transactions conducted through the POS terminal changes, notify the Bank in writing or via Internet Banking no later than 10 (ten) business days. The Bank shall not be responsible for any damage caused by the Client in breach of the above obligation, including and not limited to the damage inflicted indirectly; and the Client shall be responsible to pay the said damage in full, including the one inflicted by the Client to the Bank for the breach of the above obligations.
- 5.8. Assist the Bank in investigating the cause of any disputed transaction. Provide relevant information immediately, also give the relevant authorized representative of the Bank unhindered access to the relevant device located within the facility held/owned by the Client.
- 5.9. Before conducting a card transaction, make the transaction amount visible to the payer on the POS terminal screen. Do not conduct the transaction if it is impossible to meet the above requirement and immediately notify the Bank of the deficiency.
- 5.10. The Client is required to have a current account with the Bank for the entire duration of the agreement. This obligation includes opening an account (if absent and/or closed), maintaining the account and paying a maintenance fee set by the Bank. The Bank shall credit the relevant amount of the acquiring service to the above account. In case of closing the account, the Bank is authorized to suspend or terminate the acquiring service and agreement with the Client.
- 5.11. Follow the safety rules for using the POS terminal:
 - a) make sure that no unknown device is connected to the POS terminal;
 - b) verify and make sure that no unauthorized or unknown transaction has taken place;
 - c) not transfer to any third party and not allow a third party or an employee (who has not undergone relevant training) access the POS terminal;

- d) to eliminate the technical deficiency of the POS terminal, allow access only for a Bank employee or a person relevantly authorized by the Bank;
 - e) protect users' card data from damage, loss, unauthorized acquisition or other threats;
 - f) cancel the completed transaction only after presenting the relevant card;
 - g) comply with the requirements set forth in this Rule, the Agreement and the rules for using the POS terminal transferred by the Bank.
- 5.12. Not carry out or complete a card transaction that has already started if the card is expired, blocked or lacks standard card details, also if the card is suspicious or damaged.
 - 5.13. If the transaction is performed using the card magnetic stripe, not allow the transaction to be completed if the signature on the card and the receipt do not match. Also, not allow a card transaction to be conducted using a magnetic stripe without the cardholder's signature.
 - 5.14. In case of a suspicious transaction, ask the customer to present an identity document and not complete the transaction if the person presenting the card and the person holding the card are different.
 - 5.15. To create all conditions necessary to install POS terminals at shops.
 - 5.16. Not to give a POS terminal to a third party. The Customer shall pay the Bank the total cost of the POS terminal if it is lost or given to a third party.
 - 5.17. To accept valid Visa International and MasterCard International plastic cards, in accordance with current Georgian Legislation, with International Payments System (Visa and MasterCard) rules and with the requirements of the agreement and this document.
 - 5.18. To check if the information printed on the POS card receipt is identical to the data printed on a payment card.
 - 5.19. Keep card receipts, also information and documents related to card transactions within 3 years from the date of signing/creation and submit them to the Bank within 2 working days upon request. All the details mentioned in the above documents shall be read clearly. Card receipts shall be signed by the cardholders (cardholder signature is not required if the payment transaction is conducted using a PIN code).
 - 5.20. To return POS terminal(s) to the Bank immediately but within no later than 10 (ten) business days if so requested by the Bank and/or in the case of termination of the agreement. In case of non-fulfillment of this obligation, the Bank is authorized to charge, and the Customer shall be obliged to pay a penalty of 0,5% of the remaining Bank-owned POS terminal value per each day in arrears.
 - 5.21. Keep confidentiality of any information related to card transactions. This obligation implies that the Client's employees must also keep confidentiality of information.
 - 5.22. To perform a transaction only in the presence of the Cardholder/Card User and/or with his/her consent. Identify the cardholder/Card User by PIN code, signature, by identification documents if required, and not allow use of the card by an unauthorized person.
 - 5.23. In case of return of goods and/or refusal of service in connection with a card transaction incorrectly performed by the cardholder or the Client, with the consent of the Client to the return and/or refusal, conduct a credit transaction on the card. In such a transaction, the Client shall not be allowed to issue the amount in cash. For similar cases, the rules and instructions for the counter-transaction to be made by the Client on the POS terminal are given in the manual for using the POS terminal and the Client shall follow the relevant procedure.
 - 5.24. Maintain the turnover specified in the special provisions (Articles 31 and 32 of this document) for each POS terminal.
 - 5.25. If the Customer and his/her employees have come into possession of the Bank's confidential information during the term of this Acquiring Agreement, not to disclose this information and not to use it for their own or a third party's purposes or for any other purposes.

- 5.26. The Client and its employees, who have received the Bank's confidential information within the acquiring services, are obligated not to disclose and not to use such information for own or any third party's personal or other purposes. This obligation shall be valid even after the suspension/termination of the agreement concluded between the Bank and the Client, also after the termination by the Client of the employment/service contract with its employee. The Client shall take into account the above obligation in the agreement concluded and/or to be concluded with its employee and shall be responsible for any damage that occurs due to the violation of this obligation directly or indirectly.
- 5.27. Shall not change a price on goods/services, if the payment is done by using Card, not Cash.
- 5.28. Shall not provide false information to cardholder about the malfunction of POS terminal in order to avoid the use of POS terminal. The Bank reserves the right to make controlled purchases at the Customer's trade facility in order to monitor compliance with this obligation and the Customer agrees to allow this.

The Client shall be authorized to:

- 5.29 Refuse to perform a card transaction if it considers the transaction to be suspicious, also if the card is expired, blocked, damaged or lacks standard card details, has no signature (in the presence of the appropriate field, in case of the magnetic stripe transaction) and in other cases.
- 5.30. Request and have access to the transactions conducted in its favour by visiting the Internet Banking and/or the Bank branch (service point). This type of access allows the Client to calculate, at any time, the fee to be paid and compare it with the transactions recorded in its internal system.
- 5.31. Request appropriate training for the replaced/new employee and do not allow the employee to work with the POS terminal before the training.
- 5.32. Receive technical services/support from the Bank as part of the acquiring and resulting services.
- 5.33. Require the Bank to fulfil its obligations under the agreement and the legislation of Georgia.

6. The Bank is authorized to:

- 6.1. Require the Client to submit any information, document that confirms the legality of its activities and its ability to ensure the protection of card transactions and card transaction data.
- 6.2. Independently, at its own discretion, determine the periodicity of monitoring of the Client, trade/service outlet.
- 6.3. If the machinery available at the trade/service outlet and the condition of the outlet is insufficient to protect user, card and other confidential information, require the Client to purchase and install additional equipment, if necessary, and take additional security measures, non-compliance with which shall be the grounds for suspension or termination of the acquiring agreement.
- 6.4. Reduce the sums deposited to the Customer's account by chargeback amounts (a chargeback is a financial claim by a card issuer against the Bank regarding the return of a card transaction amount by the Customer; such a claim arises, for example, if the cardholder rejects a transaction on his/her account, etc.) unilaterally, at any time, without the Customer's additional consent and notification. And, if the funds available on the Customer's account(s) are not sufficient to fully cover the chargeback claims, the Bank may, at its own discretion, without the Customer's additional consent and notification, block the Customer's accounts for as long as the chargeback claim is fully repaid, also deduct unlimited amounts available on/transferred to the Customer's accounts until the debt is fully repaid.
- 6.5. In the circumstances provided for in the previous paragraph, if the Client does not timely repay the claim amount received in the form of a chargeback, the Bank may to charge and the Client shall pay a penalty of 0.5% of the outstanding amount per each day in arrears.
- 6.6. Without limitation and prior agreement with the Customer, inform International Payments Systems (Visa and MasterCard) and/or law enforcement authorities and/or members of International Payments Systems (Visa and MasterCard) about any suspicious, illegal or unauthorized card-related action by a Customer, in order to deter possible acts of fraud or legalization of illicit incomes.
- 6.7. With or without prior agreement with the Client, at any time, conduct inspections at the Client's trade/service outlets to control the operation of the POS terminal and the Client's fulfilment of contractual obligations or the legislation of Georgia.

- 6.8. Except in the cases listed in this chapter, suspend the provision of services and/or reimbursements to the Client in the following cases:
 - 6.8.1. Upon receipt of information about fraudulent, false, unlawful, illegal, unsanctioned and/or unauthorized transactions, within 180 days from such transactions;
 - 6.8.2. if the cardholder, card issuer (issuer), card payment system (Visa and MasterCard international systems) objects a transaction conducted by using the POS terminal, until the situation is clarified and resolved, but no later than the deadline established by this chapter for reviewing a complaint;
 - 6.8.3. If the Customer's actions harm the interests of the Bank and/or International Payments System (Visa and MasterCard);
 - 6.8.4. Non-fulfilment or untimely fulfilment of the Customer's obligations;
 - 6.8.5. if the Client fails to provide adequate information, documents and warranties to protect the legality of its business, also the card instrument and card transaction data. In this case, the service shall be suspended until the Client fully meets the above requirements, but no longer than the period specified by the Bank. After the expiration of that period, the Bank is authorized to terminate the existing service or not to sign a new agreement;
- 6.9. If, at the time of notification of the circumstances under subparagraphs 6.8.1. and 6.8.2 by the Bank, the amounts have already been disbursed to the Customer, debit the relevant amount from the Customer's accounts, as per the rule established herein; the debited amounts shall be returned to the Customer if the circumstances under subparagraph 6.8.1 are not confirmed within 180 days and/or the objection under subparagraphs 6.8.2 turns out to be groundless.
- 6.10. If the Bank and/or International Payments System (Visa and MasterCard) confirm, in accordance with the rules of the latter, that fraudulent, false, unlawful, illegal, unsanctioned and/or unauthorized transactions were made with the card (regardless of whether the term under subparagraph 6.8.1. has expired or not) and/or the objection under subparagraph 6.8.2 is grounded, suspend the service to the Customer, not disburse/stop disbursing amounts to the Customer, and if the amounts are already disbursed and not debited as per paragraph 6.9., debit relevant amounts from the Customer's accounts as per the rule established herein.
- 6.11. If the Customer requests and provides relevant evidence, appeal the claim/objection made under subparagraphs 6.8.1 and 6.8.2 of this document in accordance with the procedures and conditions of International Payments Systems (Visa and MasterCard).
- 6.12. Besides the grounds listed in this article, suspend and/or terminate the provision of service, and/or disbursement in the presence of relevant grounds set forth by Georgian legislation and/or International Payments Systems (Visa and MasterCard).
- 6.13. Evaluate, at its sole discretion, the compliance of any transactions made by the Customer via International Payments Systems (Visa and MasterCard) with this document in terms of Georgian legislation and procedures set by International Payments Systems (Visa and MasterCard); and decide unilaterally whether to make the amount of transaction conducted via International Payments Systems (Visa and MasterCard) available on the Customer's bank account(s).
- 6.14. Block, at its sole discretion, the amount of transaction made by the Customer via International Payments Systems (Visa and MasterCard) on the Customer's account(s) within 180 days without further notice to the Customer.
- 6.15. Replace/remove POS terminals from a shop.
- 6.16. Refuse to fulfil its assumed obligations if the Customer does not fulfil its obligations or does not fulfil them in a timely manner.

- 6.17. The Acquiring Service Agreement and Agreement on Activation of POS Terminal Pre-Authorisation Function (hereinafter Pre-Authorisation Agreement) may also terminate if:
 - 6.17.1. The Customer does not refund the chargeback amount charged on the Customer's account within 10 (ten) working days from the date of chargeback;
 - 6.17.2. The Customer grossly violates or, at least twice during the calendar year, violates the requirements set by Acquiring Service Agreement and/or Pre-Authorisation Agreement, this document and/or rules set by the International Payments Systems (Visa and MasterCard);
 - 6.17.3. The Customer or any party to Security Agreement breaches the obligations assumed by Security Agreement(s);
 - 6.17.4. The value of property mortgaged under Security Agreement reduces for reasons independent of the Bank, or the risk of such a reduction arises, and the Customer does not provide adequate collateral or does not fill up the existing collateral within a period specified by the Bank in a written notification to the Customer;
 - 6.17.5. The terms and conditions set forth in Article 31 of this Document are violated;
 - 6.17.6. At mutual written agreement between the parties, at any time;
 - 6.17.7. In other cases provided for by this document, Georgian legislation, International Payments Systems (Visa and MasterCard).
- 6.18. When the Bank terminates Pre-Authorisation Agreement, if the Customer has an outstanding debt to the Bank, undertake to send the appropriate notice to the Customer (notification shall be made under the procedure set by this document and to the contact details agreed between the parties) and request payment of the debt immediately or within the time limits specified in the notice.
- 6.19. Upon receipt of the notice, the Customer shall pay the debt immediately or within the time limits specified in the notice. Otherwise, Bank is entitled to apply to the court as required by law claiming to sell the property (if any) mortgaged in security for obligations.
- 6.20. If the obligations arising from Pre-Authorisation Agreement are secured by Security Agreement on obligations secured by funds available on the account and the Customer breaches the contractual obligations, Bank is entitled to fully satisfy its claim from the collateral unilaterally, without the Customer's additional consent or notification, at any time and for multiple times.
- 6.21. During the period of termination of Pre-Authorisation Agreement, Bank is entitled to block funds deposited into the Customer's account until such time as the Customer/Mortgage Owner fully fulfills the obligations under the relevant agreements.
- 6.22. In the event of termination of Pre-Authorisation Agreement and cancellation of pre-authorization feature, Bank is entitled to not issue a letter/consent of termination/cancellation of Security Agreement, also maintain the funds available on the collateral account, until 180 (one hundred and eighty) days expire.
- 6.23. If any breach of Pre-Authorisation Agreement and obligations assumed thereunder takes place during 180 (one hundred and eighty) days from cancellation/termination of pre-authorization, due to which the Bank is authorized to satisfy its claim from the collateral, not issue a consent of termination/cancellation of Security Agreement or not transfer funds from the collateral account into the Customer's current account and fully satisfy its claims from the funds available on the collateral account and/or mortgaged property.
- 6.24. If no breach of Pre-Authorisation Agreement and obligations assumed thereunder takes place during the period set forth in the preceding subparagraph, the Bank shall be liable to issue a letter of release of collateral and/or transfer funds from the collateral account into the Customer's current account within 5 (five) business days from written application of the Customer or collateral owner. Accordingly, the fee for cancellation of right in the Public Registry shall be paid by the applicant.
- 6.25. If court or enforcement proceedings have been initiated because of non-payment of debts, any expenses incurred shall be covered by the proceeds from the sale of the mortgaged property. If the proceeds from the mortgaged property are not sufficient to fully cover the claim, the secured claim shall not be considered fully satisfied but shall be considered satisfied only to the extent of available funds, while the obligation for the remaining non-satisfied claim shall remain valid.

7. The Bank shall be obligated to:

- 7.1. Provide the Client with the necessary information and means to receive payments by the card instrument.
- 7.2. Conduct relevant training for the Client, or an employee or employees specified by the Client, re-train new employee(s) before starting work with the POS terminal, in accordance with significant changes in the POS terminal software, also at the request of the Client.
- 7.3. If conducting the training under the decision of the Bank, provide information to the Client about the content of the training and other data in advance, before the start of the training, through any communication channel agreed.
- 7.4. Periodically check the fulfilment of the obligations undertaken by the Client.
- 7.5. If the Client breaches the obligations under the agreement, consider terminating the agreement and the service.
- 7.6. Within 5 (five) working days after signing the agreement, transfer and install the POS terminal, which is the property of the Bank and will be transferred to the Client for use during the relevant period of the agreement. At the transfer-installation of the POS terminal(s), a relevant delivery and acceptance certificate shall be concluded by and between the Bank and the Client/Client representative. The Bank shall fulfil the obligation assumed under this paragraph if the trade/service outlet where the POS terminal is to be installed fully meets the standards set for the installation and safe use of POS terminals and the security of data.
- 7.7. Have the necessary permits from the relevant card schemes to carry out the activity

Additional terms of the Acquiring Service:

8. The Customer is authorized to receive technical assistance/support from the Bank, within the scope of acquiring and related services; its cost is included in the commissions paid by the Customer.
9. The Bank shall not be responsible for delays in transferring funds to the Client's account when reimbursing money to the Client if the delay occurred due to third parties (including: seizure, collection, any other restriction) and/or the card payment system (Visa and MasterCard international systems).
10. The Bank shall not be held responsible for any temporary failure of POS terminal communication systems which is beyond its control.
11. If disbursement of the amount of card transactions at a Customer's trade/service facility is delayed, the Customer shall be authorized to impose, and in such case the Bank shall be obliged to pay, a fine amounting to 0.5% of the amount due for each day of delay.
12. In the case of delays in the settlement of any type of financial liability, the Bank shall be authorized to impose and in such case the Customer shall be obliged to pay a fine amounting to 0.5% for each day of delay.
13. The Customer shall be responsible for keeping, maintaining and taking care of the POS terminals, and therefore, the Customer shall be fully responsible for the loss, partial and/or total damage of a POS terminal, regardless of the person who lost or damaged the POS terminal (the Customer's representative/employee or a third party). In the case of damage or loss of a POS terminal, the Customer shall be obliged to pay the Bank damages caused by partial and/or total damage or loss of the POS terminal in the amount of remaining value of the device but no less than GEL 200 (two hundred).
14. The fine/penalty shall not be deducted from the amount of compensation due. Imposition/payment of a fine/penalty does not release the offending party from the obligation to provide full compensation for inflicted loss/damage.
15. The Customer shall be responsible for unauthorized access to POS terminal statements, card transaction statements (receipts), as well as payments with counterfeit or stolen cards.
16. The Customer shall be financially liable to the Bank for all transactions carried out at the trade/service facility, including transactions stipulated in preceding paragraph of this article.
17. Compensation of the Customer for a transaction amount does not mean that the Bank recognises the validity of the transaction, if investigations by the Bank, law enforcement authorities or the International Payments System (Visa and Master Card) reveal that this transaction was illegal or invalid, it may result corresponding consequences.

18. The Customer assumes payment liability and, for this purpose, authorizes the Bank, for the day of receipt of statements from the International Payments System (Visa and MasterCard) and/or the issuer bank, and/or at the due date of payment in favour of the Bank, International Payments System (Visa and MasterCard), issuer bank or third party, to debit without acceptance the amount in favour of the Bank, International Payments System (Visa and MasterCard), issuer bank or third party, in conformance with the terms/conditions of the agreement/this document, from the Customer's bank account(s) indicated in the agreement, as well as from the Customer's other account(s) with the Bank, as per the rule established herein; in particular:
 - 18.1. Bank commissions stipulated by the agreement(s) and/or this document, fines, penalties and/or any type of other payment;
 - 18.2. Amounts charged to the Bank upon request of the International Payments System (Visa and MasterCard), issuing bank or third party or upon the cardholder's request for card transactions at shops, including chargeback amounts.
 - 18.3. Amounts resulting from credit transactions with a payment card (return of goods, services, etc.).
 - 18.4. Compensation of expenses incurred by the Bank in connection with the processing, appeal or other procedures of chargeback.
 - 18.5. All compensations, exchange rate differences, fines, penalties and other amounts resulting directly or indirectly from card transactions.
 - 18.6. The amount of any loss inflicted on the Bank as a result of violation of the conditions of the agreement and this document, International Payments System (Visa and MasterCard) rules and current Georgian Legislation.
19. All issues that are not regulated by the agreement or this document shall be resolved as per current Georgian Legislation and International Payments System (Visa and MasterCard) rules.
20. If the parties are unable to make payments during the periods mentioned in the General Terms, article 4 of this document ("Termination of the Agreement"), the parties agree that the payment term shall be 180 (one hundred and eighty) days from the date of the last card transaction.
21. Under agreement between the parties, acquiring services and the Customer's obligations arising therefrom may be secured by real property owned by the Customer or any third party (mortgage agreement) and/or Security Agreement on obligations secured by funds available on the account, for which relevant additional agreements/covenants shall be concluded.
22. The terms and conditions set out in this document are further applicable to mortgage agreement and Security Agreement on obligations secured by funds available on the account.
23. Any dispute and/or disagreement between the parties shall be settled by mutual agreement. In case of failure to reach an agreement, the dispute and/or disagreement shall be resolved by the general courts of Georgia. Besides, the decision made by the court shall immediately be enforced under Article 2681 of the Civil Procedure Code of Georgia.
24. Any electronic signature, confirmation of the transaction by the signatory through Internet Banking, agreed mail address and/or any other reliable communication channel agreed between the parties, shall have the same legal force as the personal signature on a paper document and the transaction shall be valid from the moment of confirmation. Confirmation of the transaction in this form must not be disputed because of the absence of a physical signature on the paper document.
25. The fee payable by the Client from the payments made using the POS terminal shall be calculated from each transaction made with the appropriate type of card at the POS terminal, at the interest rate specified in the agreement between the Bank and the Client.

Special Provisions on Acquiring Services

Article 31. Standard Acquiring Agreement

1. The Bank and the Customer enter into a **Standard Acquiring Agreement**.
2. Following expiry of a grace period set by the agreement, for each month in which GEL 4000 (four thousand) turnover is not registered at a POS terminal indicated in the agreement and/or in this document, the Customer shall pay to the Bank a fixed monthly commission of GEL 20 (twenty), in addition to commissions set forth in the agreement. These commissions shall be paid by the Customer in every month in which the turnover registered is lower than the figure mentioned in this article. Commissions shall be paid on a monthly basis, on the date which corresponds to the date of the agreement.
3. If, on the basis of the **Standard Acquiring Agreement**, the Customer has been issued more than three POS terminals, the commission payment shall be GEL 10 (ten) instead of GEL 20 (twenty) per POS terminal in the presence of the conditions mentioned in paragraph 2 of this article.
4. For the purposes of this article, calculation of months shall start from the date of the agreement.

Article 32. Seasonal Acquiring Agreement

1. The Bank and the Customer enter into a **Seasonal Acquiring Agreement**.
2. Following expiry of a grace period set by the agreement, for each year in which GEL 48,000 (forty-eight thousand) turnover is not registered at a POS terminal indicated in the agreement and/or in **this document**, the Customer shall pay to the Bank a fixed commission of GEL 20 (twenty). These commissions shall be paid by the Customer in every year in which the turnover registered is lower than the figure mentioned in this article. Commissions shall be paid on an annual basis, in the month and on the date which correspond to the month and date of the agreement.
3. If, on the basis of the **Seasonal Acquiring Agreement** the Customer has been issued more than three POS terminals, the commission payment shall be GEL 10 (ten) instead of GEL 20 (twenty) per POS terminal in the presence of the conditions mentioned in paragraph 2 of this article.

Article 32¹. Consideration of disputed transactions and disputes

1. The Bank shall consider the complaint about an unauthorized transaction filed by the issuer in connection with the transaction conducted in Georgia with a Georgian card instrument.
2. The term for consideration of a complaint about a transaction carried out in Georgia with a Georgian card instrument shall be 15 (fifteen) business days after filing the relevant complaint to the Bank. This period may be extended under agreement with the issuer only in the presence of special and objective circumstances but no more than 25 (twenty-five) business days. The deadline will start from the next working day after filing the complaint.
3. The Bank shall investigate the cause of any disputed case, transaction, incident, unauthorized transaction after receiving information of it and/or within the timeframe established by the National Bank of Georgia.
4. If the disputed unauthorized transaction is conducted through the POS terminal of JSC ProCredit Bank, the Bank is authorized, if necessary, to contact the Client and receive all the necessary information, documents and records related to the disputed transaction.
5. Upon the provision of the relevant information/documents/records by the Client, within the timeframe established in this Article, the Bank shall make the relevant decision to satisfy the complaint (in whole or in part) or reject it, and shall give relevant notification to the complainant.

Section XI

Drop box service

Article 33. Agreement on depositing money through the drop box (“drop box”)

1. There is an agreement made between the bank and the Customer “on depositing the money through the drop box (“drop box”)”.
2. A drop box card will be used for using the drop box, which is a non-personalized card. The card can be identified with a unique number assigned to it.
3. The daily limit for cash deposits via the Drop Box shall be determined under Annex to the Agreement. The limits in the Annex are given in GEL; and in case of USD or EUR, the limits shall be determined according to the exchange rate established by the National Bank of Georgia at the time of transaction. The amount of money deposited via the Drop Deposit Box during a calendar day shall not exceed the customer limit specified in the Annex to the Agreement, regardless of the amount of limits specified in the same Annex for card users. Furthermore, the Bank may reduce/change the limit of cash deposits via the Drop Deposit Box, at any time, without additional consent of the Client, at its own discretion, unilaterally and multiple times, and inform the Customer through the agreed means of communication (SMS, Internet Banking, telephone call, etc.).
4. The Annex specifies the following information: the Customer’s name, surname/title, but in case of a legal entity, also the identification code, name and surname of an authorized person and a personal ID number; information about each card of the drop box: the card number, name and surname, also the ID number of a Cardholder, the Customer’s upper and lower limits, the card’s upper and lower limits, and accounts linked to the card.
5. Pursuant to the Customer’s request, new Annexes can be made, which shall be attached to the agreement signed between the parties as its inseparable part.
6. The Customer acknowledges that the bank has relevant software for controlling the card usage, also has cameras to monitor the process of depositing money through the drop box. The bank is authorized to use the record of the camera as a piece of evidence in case of any dispute or disagreement, based on the needs;
7. The Customer and/or his/her representative (among them the Cardholder) are not present when the bank counts the money deposited by the Customer.
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. The Customer Should:

9.1. Ensure that the Cardholder have read the Agreement and abide by its terms and conditions.

9.2. Ensure reliable Cardholder are selected to whom the drop box cards will be given.

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.

10. The Customer is authorized:

10.1. Per its discretion, determine the number and identity of Cardholders;

10.2. Request the bank to annul and/or block the drop box card issued to a Cardholder any time (by a phone call or after visiting the branch in person), also, restore/unblock the blocked drop box card (only after visiting the branch in person);

10.3. Request adding another Cardholder.

11. The card will be annulled, if the card is not unblocked and taken within a month since ordering and/or blocking the card.

12. The Agreement is made for an indefinite time.

13. The Agreement can be terminated any time based on a written notification of a party.

14. If the Customer and/or Cardholder violates the provisions of the Agreement, the product use is suspicious, potentially fraudulent, non-purposeful or incorrect, the Customer has any debt to the Bank, the product is restructured, or the provisions of paragraph 9.4 of this article are violated, the Bank shall be authorized to terminate the Agreement unilaterally, without any prior notice.

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.

