

Amendments shall be effective as of November 01, 2022.

The following amendments have been introduced to the Banking Services Conditions published on the web page www.procreditbank.ge:

1. Paragraph 13 of Article 7 of the Banking Services Conditions has been amended to read as follows:

„13. The Bank may reject a banking service order if the order is submitted to the Bank in violation of the current regulations, if it includes inaccurate instructions or inaccurate unique identifier, 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 is unlawful and/or unethical.“

2. Paragraph 14 of Article 7 of the Banking Services Conditions has been amended to read as follows:

„14. Not later than the next business day, unless otherwise stipulated by the legislation of Georgia, 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.“

3. Paragraph 16¹ of Article 7 of the Banking Services Conditions has been amended to read as follows:

“16¹. If the Bank does not/cannot complete the payment order, the Bank shall inform or send a short text message (SMS) to the Customer to the recorded mobile phone number as soon as possible, but no later than the deadline for the payment order. Except as stipulated by the legislation of Georgia, the Bank shall indicate the reason for the refusal and provide or otherwise make available the procedure for correcting the factual deficiencies that have led to the refusal, if it is possible to provide such information. Besides, the Bank may set a reasonable amount of commission, if the refusal is objectively justified and is caused by the reason of the Customer.”

4. The following paragraph 16² has been added to Article 7 of the Banking Services Conditions:

“16². If the payment operation has been performed incorrectly due to the Customer's fault, the Bank may charge the Customer a fee for the refund, if any.”

5. The following paragraph 20¹ has been added to Article 7 of the Banking Services Conditions:

“20¹. On the day of receiving the payment order, the Bank shall also notify the payer of the receipt of the payment order or otherwise make this information available to him/her in the form agreed between the parties and in the cases provided for by the legislation of Georgia.”

6. Subparagraph 24.1. of Article 7 (24) of the Banking Services Conditions has been amended to read as follows:

“24.1 In the case of unauthorized or incorrect/non-performed payment transaction, the Bank shall pay the Customer for damages, costs or missed profit, provided that the Customer has met the notice deadline and safety requirements defined in this document, and that damage is due to the fault of the Bank. In such case, if the Bank determines that unauthorized or improper/non-performed payment transaction was due to its fault, the Bank must refund/finance or indemnify all funds to the Customer, without undue delay, by transferring funds to the same account of the Customer, unless otherwise agreed between the parties.”

7. Paragraphs 24.2 and 24.3 of Article 7 of the Banking Services Conditions has been amended to read as follows:

“24.2 If the payment operation initiated by the payer was not executed or was executed incorrectly, the Bank shall, based on the request of the payer, take immediate measures to investigate the payment operation and inform the payer of the result. The Bank shall carry out the above actions free of charge for the payer, except when a foreign payment or message exchange system is involved in the execution of the payment operation, and at the same time the non-execution or incorrect execution of the operation was due to the fault of the Customer.

24.3 The Bank is released from the obligation to pay any damages if it is established that there was a fraudulent act, intent or gross negligence by the Customer, as well as in other cases provided by law.”

8. The following paragraph 27 has been added to Article 7 of the Banking Services Conditions:

“27. The Bank shall consider, free of charge, the complaint of the Customer concerned with the rights and obligations arising from the payment. The complaint shall be submitted to the Bank in an oral or written (material or electronic) form. The Bank shall confirm to the Customer the receipt of the submitted complaint on the day of receipt, in material form or by other long-term means in agreement with the Customer. In case of submitting a complaint orally, the Bank shall offer the Customer a written complaint or, with the Customer's consent, make an audio recording of the complaint. The day of receiving the complaint is considered to be the working day when the

Customer submits the complaint to the Bank. If the complaint is submitted on a non-working day, the next working day is considered the day of receipt. The Bank shall consider the complaint related to the rights and obligations arising from the payer and make a decision and inform the Customer of its decision no later than 55 working days after receiving the complaint. The Customer may, in relation to the pending complaint, apply to the Dispute Review Commission within the National Bank of Georgia, which will review the dispute free of charge, no later than 6 months from the date of filing the complaint with the Bank.”

9. Paragraph 28 of Article 16 of the Banking Services Conditions has been amended to read as follows:

“28. If the Cardholder fails to provide the Bank with a notice or with timely notice of the fact of loss/theft of Card, the Bank will bear no financial liability for transactions performed by the lost/theft card until the Bank’s notification, except as provided for by the law.”

10. Paragraph 31 of Article 16 of the Banking Services Conditions has been amended to read as follows:

“31. The Card is entered in the international stop-list according to regions by the rates set by the Bank.”

11. Paragraph 40 of Article 16 of the Banking Services Conditions has been amended to read as follows:

“40. The Bank is authorized, with or 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 or if there are other objective grounds related to the security of the card, including the threat of fraudulent and/or unauthorized use, or in the case of a card with a credit limit, in the case of a significant increase in the risk of non-fulfilment of payment obligations by the Cardholder/Card User. The Bank shall block the card until the transactions have been clarified and after eliminating the cause of blocking, the card shall be unblocked or, if necessary, replaced with a new one without undue delay. The Bank may request reimbursement of expenses directly related to the replacement of the card. Besides, the aforementioned right to reimbursement of expenses is not limited in case of replacement of a card lost for any reason; (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. The Bank ensures that the Cardholder/Card User is informed of the blocking of the card, indicating the appropriate reason, if possible before the blocking of the card, but no later than immediately after the blocking, except when providing information about the grounds of the blocking is not allowed for an objectively justified security-related reason as well as in other cases provided for by the legislation of Georgia.”

12. Paragraph 44 of Article 16 of the Banking Services Conditions has been amended to read as follows:

“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 if it is determined that the Cardholder/Card User has failed to fulfill or unduly fulfilled the obligations related to security defined by this agreement, breached obligations intentionally or by gross negligence, or in other cases provided for by law.”

13. Subparagraph “d” of Article 16 (44¹) of the Banking Services Conditions has been amended to read as follows:

“d) if the card is lost, stolen, misappropriated or unlawfully used, also, at any time of the request to remove block from the card, 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 shall furnish proof of receipt of the notification and/or request unless the notification was received more than 18 months before;”

14. The following subparagraph “f” has been added to Article 16 (44¹) of the Banking Services Conditions:

“[f) consider the complaint of the cardholder regarding the transaction and make a decision and notify the Cardholder/Card User of the decision no later than 35 working days after receiving the complaint *(to take effect on 1 January 2025)*].”

15. Paragraphs 44³, 44⁴, 44⁵, 44⁶, 44⁷ and 44⁸ of Article 16 of the Banking Services Conditions has been amended to read as follows:

“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; notify the Bank if the Card is lost, theft, misappropriated or unlawfully used, immediately or without undue delay after the discovery of the fact.

44⁴. The Cardholder/Card User may request the Bank to take corrective measures for any unauthorized or incorrectly executed transaction, if no more than 13 months have passed since the account was debited with the amount of the unauthorized or incorrectly performed transaction, and the Cardholder/ Card User has notified the Bank of such an unauthorized or incorrectly performed transaction immediately or without undue delay after discovering it. The

Cardholder/Card User may also request the Bank to reimburse the amount corresponding to the unauthorized cross-border payment transaction if the Cardholder/Card User has notified the Bank of the aforementioned unauthorized cross-border operation immediately or without undue delay after the discovery of such transaction, but no later than 75 days after the account has been debited with the amount, and if in connection with the execution of the unauthorized transaction fraud of a third party is clearly identified and/or the circumstances are similar to the cases considered by the Bank during the last 180 days. For the purposes of this clause, a cross-border card payment transaction includes a transaction that was carried out using a bank card issued in Georgia but the acquirer is a foreign payment service provider.

- 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 and the legislation of Georgia.
- 44⁶. The Cardholder/Card User shall be responsible for damages incurred as a result of unauthorized transaction conducted with the stolen/lost/misappropriated/unlawfully used card in the amount of no more than GEL 100, except when the Cardholder/Card User could not find the theft, loss, misappropriated card before the transaction and/or the loss was caused by the action or inaction of the Bank, its agent and/or outsourcing company.. The Customer shall be fully responsible for damages caused by his/her fraudulent act with regard to the payment transaction or by intentional or grossly 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 act or gross negligence or omission. The Bank shall not be responsible for damages caused by unauthorized transactions if the Cardholder/Card User fails to notify the Bank, immediately or without undue delay, of the fact that the Card is lost, stolen or unlawfully used/misappropriated 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/fraudulent or intentional act/gross negligence.
- 44⁸. If the Customer conducts 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 and within the term stipulated under agreement)."

16. Paragraph 5 of Article 18² of the Banking Services Conditions has been amended to read as follows:

“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 or without undue delay 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 Bank 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.”

17. The last subparagraph of Article 19 (9) of the Banking Services Conditions has been amended to read as follows:

- 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 or without undue delay after its discovery, deactivate the card(s) from the software or block the card(s).

18. The first Paragraph of 13¹ of Article 19, clause of the Banking Services Conditions has been amended to read as follows:

“ 13¹. **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 or without undue delay block the card/Pay Sticker through one of the means:”

19. The following subparagraph “d” of paragraph 26¹ of Article 20 has been amended to read as follows:

“d) if the Internet Bank username and password and/or electronic device/means for generating TAN/authentication code and/or cell phone is lost, stolen, misappropriated 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, free of any charge. 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;”

20. Paragraphs 26³, 26⁴, 26⁵ and 26⁶ of Article 20 of the Banking Services Conditions has been amended to read as follows:

- “26³. The Customer may request the Bank to take corrective measures for the transaction conducted as a result of unauthorized access or the transaction incorrectly conducted by the Bank, and to reimburse the corresponding amount, if more than 13 months have not passed since the date of the transaction conducted as a result of unauthorized access or the transaction conducted incorrectly by the Bank, provided that the Customer immediately or without undue delay informed the Bank of the mentioned 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 if at the same time it is determined that there was a fraudulent act, intent or gross negligence by the Customer.
- 26⁵. If the Internet Bank username and password and/or electronic device/means for generating TAN/authentication code and/or cell phone is lost or stolen or misappropriated/unlawfully used, the Customer is responsible, on the above grounds, for damages incurred as a result of unauthorized transactions in the amount of no more than GEL 100, except when the theft, loss, misappropriation by the payer of the payment instrument specified in this article was impossible to detect before the transaction and/or the loss was caused by the action or inaction of the Bank, its agent and/or outsourcing company. The Customer is fully responsible for damages caused by his/her fraudulent act with regard to the payment transaction or by intentional or grossly 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 Bank, 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/fraudulent act or Intentional or grossly negligent failure to fulfill one or more security obligations related to the payment instrument and means of authentication. The Bank is not responsible for damages caused by unauthorized transactions if the Customer fails to notify the Bank, immediately or without undue delay after discovery of the relevant case, of the fact that the Internet Bank was unlawfully used under paragraph or to block access to Internet Bank as provided for by this document, or if the damage is caused by the Customer's criminal including fraudulent act or omission. The Bank is not responsible for the payment transactions conducted by the Customer before giving the Bank the relevant notice.”

21. Paragraph 29 of Article 20 of the Banking Services Conditions has been amended to read as follows:

“29. The Bank may block the Customer’s right to access the Internet Bank program on its own initiative in case of detection of unauthorized or suspicious transactions on the Customer’s account(s) through the Internet Bank, or on objectively justified grounds related to security. In the case of blocking at the initiative of the Bank, the Bank shall inform the Customer in the agreed form indicating the relevant reason before blocking if possible but no later than immediately after blocking, except when providing information on the grounds for blocking is not allowed for an objectively justified reason related to security, as well as in other cases provided for by the legislation of Georgia.”

22. The following subparagraph has been added to paragraph 31 of Article 20 of the Banking Services Conditions:

- On other grounds determined by law.

23. Paragraph 7 of Article 21 of the Banking Services Conditions has been amended to read as follows:

“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. Besides, for the purposes of standing orders, if the payment order must be executed on a specified day/days or at the end of a specified period/periods or on the day of depositing money into the account, the Customer may recall the standing order no later than the business day before the agreed date, at which time the appropriate commission is established for the recall of the payment order by agreement between the parties.”

24. Subparagraph “a” of paragraph 1 of Article 30 of the Banking Services Conditions has been amended to read as follows:

“a) **Acquiring** - payment services provided by the Bank on the basis of the contract signed with the recipient, which include the receipt and processing of the payment transaction, as a result of which funds are transferred to the recipient.”

25. Subparagraph “a¹” has been added to paragraph 1 of Article 30 of the Banking Services Conditions has been amended to read as follows:

“a¹) **Recipient** - the person in whose favor the payment transaction is conducted.

26. Subparagraphs “e”, “f” and “g” of paragraph 1 of Article 30 of the Banking Services Conditions has been amended to read as follows:

e) **Issuer** - a provider that issues a payment instrument, through which a card/payment 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. Namely, the transaction of placing/depositing, transferring or withdrawing funds initiated by the payer or recipient;

g) **POS terminal** – an electronic software and/or technical equipment used 1) to withdraw money from the service provider's/bank'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).

27. Paragraph 3 of Article 30 of the Banking Services Conditions has been amended to read as follows:

“3. The signing of an acquiring agreement and related contracts by the Customer implies that the Bank has taken all mandatory measures regarding the Customer as established under the Law of Georgia on Facilitating the Prevention of Money Laundering and Terrorism Financing and legislative acts and by-laws issued by the Financial Monitoring Service and the National Bank of Georgia, and has obtained reliable information about the Customer's activities.”

28. Subparagraph 6.8.1. of paragraph 6 of Article 30 of the Banking Services Conditions has been amended to read as follows:

“6.8.1. Upon receipt of information about fraudulent, false, unlawful, illegal, unsanctioned and/or unauthorized transactions, for the period of investigation of the circumstances and elimination of the grounds for suspension;”

29. Subparagraph 6.9. of paragraph 6 of Article 30 of the Banking Services Conditions has been amended to read as follows:

“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 as prescribed by the law and in the terms specified in this agreement, 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.”

30. Subparagraph 6.14. of paragraph 6 of Article 30 of the Banking Services Conditions has been amended to read as follows:

“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) without further notice to the Customer (if providing information about the grounds for blocking is not allowed for objectively justified reasons related to security, as well as in the cases provided for by the legislation of Georgia).”

31. Subparagraphs 6.22. and 6.23. of paragraph 6 of Article 30 of the Banking Services Conditions has been amended to read as follows:

“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 or the term established by law expires.

6.23. If any breach of Pre-Authorisation Agreement and obligations assumed thereunder takes place during the term defined in paragraph 6.22 hereof starting from cancellation/termination of pre-authorisation, 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.”

32. Paragraph 10 of Article 30 of the Banking Services Conditions has been amended to read as follows:

“10. The Bank shall not be held responsible for any temporary failure of POS terminal communication systems which is beyond its control. The Bank shall not be liable for non-fulfilment of the requirements specified in this Agreement due to a state of emergency, war or other force majeure, if such circumstances had a direct impact on the Bank’s performance of its obligations, as well as in the case of the NBG restrictions on transactions based on special circumstances and/or for the purpose of stability of the financial system.”