

Amendments shall be effective as of **February 12, 2025**

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

1. The following Terms “Acquiring” and “Recipient/Client” in the Article 30, paragraph 1 shall be amended as follows:

Acquiring - payment services offered by the Bank, including acquiring, E-Commerce (e-commerce terminal service), and platform E-Commerce services. These services are provided based on a contract signed with the recipient/customer (which, depending on the context, could include trading platform members and organisations/individuals using the platform). The services involve the receipt and processing of payment transactions using electronic-technical means, payment instruments, and other lawful methods, resulting in the transfer of funds to the recipient.

Recipient/client - the person in whose favour the payment transaction is carried out.

2. The following Terms shall be added to the Article 30, paragraph 1:

c¹) **E-commerce terminal** – a virtual point-of-sale (POS) terminal (software) that is registered in the Bank's system. It is used to carry out card transactions for e-commerce outlets, as well as transaction cancellations and refunds in the online space.

c²) **E-commerce outlet** – a trade/service outlet that sells its goods/services through an e-commerce terminal.

c³) **Trading platform** – a form of e-commerce where different trade/service outlets sell their goods/services from a single website.

c⁴) **Trading platform organiser** – a commercial intermediary who manages the trading platform.

3. Subparagraphs 2 and 3 of the Article 30 shall be amended as follows:

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 or with a card issued by another bank.

As per the agreement signed between the Bank and the Customer, the Bank shall also provide the Customer with E-Commerce and/or Platform E-Commerce services. This includes using an e-commerce terminal provided by the Bank, which acts as a virtual POS terminal (software) for conducting card transactions in the online space for the e-commerce outlet and handling cancellations and refunds.

The rights and obligations outlined in this document for the Acquiring Agreement and POS-Terminal also apply to E-Commerce and Platform E-Commerce Agreements, the e-commerce terminal/virtual POS terminal, acquirer/receiver, and trading platform.

3. By signing the agreement, its appendices, and related contracts with the Customer, the Bank confirms that they have complied with all measures required by the Law of Georgia on Facilitating the Prevention of Money Laundering and the Financing of Terrorism, as well as related legislative acts and regulations issued by the Financial Monitoring Service and the National Bank of Georgia and have obtained reliable information about the Customer's activities.

4. The name of paragraph 5 of Article 30 shall be formulated as follows:

The Customer (including the trading platform/platform user) is obligated to:

5. The subparagraphs 5.2., 5.7., 5.9., 5.10, 5.17. and 5.24 of the Paragraph 5 of the Article 30 shall be amended as follows:

5.2. Compensate the Bank for any damage caused directly or indirectly, including but not limited to, any amount charged to the Bank and/or paid by the Bank due to the Customer's breach of agreement requirements, these regulations, Georgian legislation or relevant card systems. If a contract is signed with a trading platform, this obligation also extends to platform members or organisations/individuals using the platform. Payment shall be made immediately

upon receipt of notification/request by the Bank, or within the period established by the Bank, or within the period determined by the agreement between the parties.

5.7. Attend and/or ensure that their employee(s) or individuals using the trading platform/their employees attend the training sessions organised by the Bank. The Customer shall also provide a suitable place for the training sessions as per the frequency and duration determined by the Bank. If there is a change in the employee who has access to the POS terminal and is responsible for card transactions, the Customer must inform the Bank in writing or through the Internet Bank within 10 (ten) business days. The Bank will not be responsible for any, including but not limited to, indirect damages caused by the Customer's failure to fulfil these obligations. The Customer shall be required to compensate the Bank for any damages resulting from their failure to meet these obligations.

5.9. Before processing any card transactions, clearly display the transaction amount for the payer on the POS terminal screen. In the case of e-commerce, the transaction amount shall be visible on the screen of the device used for the transaction, such as a computer, phone, or tablet. If the transaction amount is not visible, the Customer shall not proceed with the transaction and must promptly notify the Bank about the issue.

5.10. The Customer/trading platform/individual using the platform is required to maintain a current account with the Bank for the entire duration of the agreement. This obligation includes opening the account, keeping it active, and paying any account maintenance fees set by the Bank. The Bank will credit the proceeds from the acquiring service to this account. If the account is closed, the Bank has the right to suspend or terminate the acquiring service and the agreement with the Customer.

5.17. Accept valid Visa International and MasterCard International bank cards as means of payment, in compliance with Georgia's legislation, card payment system rules, agreement requirements, and this document.

5.24. Ensure that the turnover specified in the special provisions (Articles 31 and 32 of this document) is maintained at each POS terminal. (This requirement does not apply to E-Commerce).

6. The following subparagraphs 5.29 and 5.30 shall be added to the Article 30:

5.29. Not conduct the purchase of goods/services through an e-commerce platform in offline mode.

5.30. Adhere to the minimum security requirements set by the Bank for the website hosting E-Commerce services; ensure that the website of the E-Commerce service complies with the Bank's requirements and regularly update the software to meet these requirements.

7. Subparagraphs 6.6., 6.8.2., 6.8.3., 6.10., 6.11., 6.12., 6.13., 6.14., 6.15., 6.17.2. and 6.17.7., of the Article 30 shall be amended as follows:

6.6. The Bank may, without limitation and prior agreement with the Customer, report to the card payment system and/or law enforcement authorities and/or members of the card payment system about any suspicious, illegal, or non-agreed actions by the Customer related to the use of the card. This is done to prevent possible fraud or the legalisation of illicit income.

6.8.2. If a transaction performed using the POS terminal is disputed by the cardholder, the card issuer, or the card payment system until the matter is clarified and resolved, but no later than before the expiration of the complaint review period established by this chapter;

6.8.3. If the Customer's actions negatively impact the interests of the Bank and/or the card payment system;

6.10. In case the Bank and/or the international card payment system confirm that fraudulent, counterfeit, unsanctioned, and/or unauthorised transactions have been made with the card (regardless of whether or not the time specified in subsection 6.8.1 has elapsed) and/or the complaint/objection specified in subsection 6.8.2 turned out to be sound, the Bank reserves the right to suspend services to the Customer and withhold reimbursement of funds. If funds have already been reimbursed and not yet deducted according to subsection 6.9, the Bank may also deduct the corresponding amounts from the Customer's accounts as outlined in this document.

6.11. Upon the Customer's request and submission of appropriate evidence, appeal the complaint/objection described in subsections 6.8.1 and 6.8.2 of this document in line with the regulations of the international card payment system.

6.12. Suspension and/or termination of services, as well as suspension and/or termination of payment, may occur based on the grounds specified in this article and following relevant legislation of Georgia and/or the card payment system.

6.13. Independently assess whether any transactions carried out by the Customer through the card payment system comply with this document, the laws of Georgia, and the regulations set by the card payment system. The Bank may unilaterally decide how the transaction amount will be credited into the Customer's bank account or accounts.

6.14. Block the amount of a transaction made by the Customer using the card payment system on the Customer's bank account(s) without additional notice (if providing information about the block is not allowed for reasons related to security or as required by the legislation of Georgia).

6.15. Modify/remove the Customer's POS terminal or delete the software (virtual POS terminal).

6.17.2. The Customer grossly or at least twice during a calendar year violates the rules established by the acquiring service agreement and/or POS terminal pre-authorisation function activation agreement, this document and/or the card payment system;

6.17.7. In other cases, provided for by this document, the legislation of Georgia, the rules established by the card payment system.

8. The paragraphs 9, 14, 17, 18.2., 18.7. and 19 of the Article 30 shall be amended as follows:

9. The Bank is not responsible for any delay in transferring funds to the Customer's account during the reimbursement process if the delay is caused by third parties (including seizure, debt collection, or any other type of restriction) and/or the card payment system.

14. Penalties/fines shall be considered in the calculation of damages. The imposition or payment of a penalty or fine does not exempt the party from full compensation for the damage caused.

17. Reimbursement of the transaction amount by the Bank to the Customer does not imply that the Bank recognises the transaction as legal. If an investigation by the Bank, law enforcement authorities, or the card payment system reveals that the transaction is unlawful or illegal, there will be appropriate consequences.

18.2. Amounts debited to the Bank upon request of the card payment system, the card issuer, a third party, or based on the cardholder's application. These debits are related to transactions made in the Customer's trading or service facilities using the card and may include chargeback amounts.

18.6. Damages incurred to the Bank due to violation of the agreement and this document, the card payment system, and the current legislation of Georgia.

19. Any issues not covered by the agreement and this document will be resolved according to the current legislation of Georgia and the rules of the card payment system.