პროკრედიტ ბანკი
ProCredit Bank
Georgia

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 relationship 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.procerditbank.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).

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 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.

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.procreditbank.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.

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 (including the trade name and/or other personal/trade data, etc.), the Customer shall be obliged to inform the Bank about such change(s) in writing. Prior to the Customer's written notification of changes, the Bank shall be authorized to act in accordance with the information stored at the Bank, and in such a case, any action of the Bank shall be appropriate and lawful and shall have full legal consequences.

13. The Customer shall be responsible for the accuracy, completeness and validity of documentation submitted to the Bank.

14. The Customer shall authorize the Bank to request/obtain information about the Customer from the Public Service Development Agency at any time and with any frequency. The Bank also may request/obtain information about the Customer available in the database of JSC Creditinfo Georgia at any time and with any frequency.

15. The Customer hereby consents and agrees that the Bank may process (**data 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 access to, use or disclosure by way of data transmission, dissemination or otherwise making them available, grouping or combination, locking, deletion, or destruction) any data of the Customer (**the data** - any information containing banking and commercial, personal, biometric data), also request/receive information from JSC CreditInfo Georgia, transfer any data of the Customer to JSC CreditInfo Georgia, request/verify information from/at the Public Service Development Agency, make information available for the bank shareholders and their controlling entities, make information available for other government and international organizations in the cases provided for by law, make information available for the third parties providing different services only for the following purposes:

- providing any banking services to Customers;
- conducting/providing different types of research/services for the purposes of the Bank;
- reporting to the bank shareholder;
- making expert examinations related to banking services;
- direct marketing (**direct marketing** - offering goods, services, employment or temporary jobs by mail, telephone calls, e-mail or other means of telecommunication);
- entering customer data in the database of JSC CreditInfo Georgia;
- participating in various promotional activities (related to Visa, MasterCard, or other banking services);

The Customer therefore gives his/her/its consent to process the data for the above-mentioned purposes and for the required period of time.

If there is Master/Framework Agreement concluded with the Customer (for the use of banking products/services), the Customer shall unconditionally authorize the Bank to process the Customer's data for the above-listed purposes and during the term of the above General/Framework Agreement, without further consent of the Customer. The Customer's data processing during the term of General/Framework Agreement includes but is not limited to verification of data with the database of JSC CreditInfo Georgia to consider the possibility of the Bank to offer a particular banking product or service. Any effective Master/Framework Agreement with the Customer shall be considered an automatic consent of the Customer.

The data may be processed only to the extent necessary to accomplish the above goals. 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. The data shall be stored with the Bank only for such time as is necessary to achieve the objective of data processing, considering the storage time determined by legislation and the Bank regulations.

If the Customer does not give his/her/its consent to the data processing, the Bank may refuse to provide services to the Customer and/or may terminate any agreement with the Customer.

The Customer may, at any time, except as provided for by law, demand that the Bank stop using his/her personal data for marketing purposes and may claim back his/her/its processed data or ask to make corrections, updates, additions thereto, block (**blocking of the data** - temporary suspension of data processing), delete or destroy such data.

The Customer may, at any time, without explanation, reject the consent given by him/her/it and demand that the Bank stop data processing and/or destruction of the processed data (this shall not apply to information regarding the Customer's performance of financial obligations processed with the latter's consent).

Additional information about personal data protection can be found at the following link: http://personaldata.ge/.

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.

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 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, 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.

24. The Customer grants the Bank an unconditional right to pass all information about the Customer and delayed settlement of any type of financial liability to JSC CreditInfo Georgia, for the purpose of registration in the database of JSC CreditInfo Georgia, without the Customer's additional consent.

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.

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.

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 notify the Customer at least 1 (one) month prior to the effective date of such amendments/additions through the communication channel (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.

4[1]. 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 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

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 JSC CreditInfo Georgia) 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.

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. The Bank shall be authorized to open the Customer's bank account in compliance with the established rules, within three business days from conclusion of the relevant agreement or its appendix (if any) and submission of information/documentation by the Customer.
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. The Bank shall be authorized to impose a fine on the Customer if it uses amounts credited to its account by mistake; the fine shall be 0.5% of the amount used per day of unauthorized use.
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.

14[1]. The timeframe specified in paragraph 14 of this document may be changed in agreement with the Customer.

14[2]. 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 banking 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.

16[1]. 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 period from 10:30 to 16:30. 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. As of 1 January 2018, in accordance with the Law of Georgia on Deposit Insurance System, all sums existed at all accounts of natural persons, regardless number of accounts, are insured for each bank and are compensated by the Deposit Insurance Agency up to the 5,000 GEL; the remainder shall be compensated as provided under the effective legislation of Georgia. For more information on deposit insurance system, see web site of LEPL Deposit Insurance Agency: www.diagency.ge.

    - **What sum shall be compensated by the Agency if an insurance event occurs?**

      The sums existed on all accounts maintained at one and the same commercial bank (including the foreign currency accounts) shall be aggregated and the Deposit Insurance Agency shall compensate maximum 5,000 GEL. Where the sum exceeds 5,000 GEL, the remainder shall be compensated as provided under the effective legislation of Georgia.

    - **How can I benefit from deposit insurance?**

      All amounts at all accounts of natural persons maintained at any commercial bank in Georgia shall be automatically insured without any additional payment.

    - **Terms for pay-out in case of an insurance event**

      Maximum 20 (twenty) calendar days after occurrence of relevant insurance event, notwithstanding whether the commercial bank has enough resources at a given point in time.

    - **Currency of pay-out -** Georgian Lari.

Article 7[1]. 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 6 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.

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 8[1]. 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.

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 11[1]. 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 / ECO Savings plan deposit

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

1. The Bank and the Customer enter into a **Savings Plan Deposit Agreement / ECO Savings Plan Deposit Agreement.**
2. A savings plan deposit is a type of term deposit.
3. The deposit is opened with a fixed amount (first instalment).
4. The deposit amount may not be reduced during the term of the agreement.
5. The following condition shall apply to Deposit Agreements executed before 01/09/2015: at least 10 (ten) units of currency shall be deposited to the Deposit account (in a lump sum or by instalments) at the end of each calendar month in the currency of the Deposit account. The total amount of cash deposits to the Deposit account during a calendar month shall not be less than the minimum required amount of deposit. The monthly deposit requirement does not apply in the months during which the Deposit account is opened and closed.

5^1. The following condition shall apply to Deposit Agreements executed from 01/09/2015: at least GEL 100 (one hundred) if the account is opened in GEL, and at least USD or EUR 50 (fifty) if the account is opened in USD or EUR, shall be deposited to the Deposit account (in a lump sum or by instalments) at the end of each calendar month. The total amount of cash deposits to the Deposit account during a calendar month shall not be less than the minimum required amount of deposit. The monthly deposit requirement does not apply in the months during which the Deposit account is opened and closed.

6. The Depositor shall be authorized to violate the monthly instalment obligation under paragraphs 5 and 5^1 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 be accrued to the amount deposited in the account at the time of calculation (computation).
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, 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.

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 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.
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.
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 15[1]. Private individual's 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 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.

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 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.
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.

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

    - The PIN code of cards for which the Cardholder had set his own personal PIN code by using the original PIN code can be changed regardless of whether the Cardholder remembers the current PIN code. PIN code can be changed through the POS terminal at the Bank. To change the PIN, the Cardholder must sign the POS statement regarding the PIN code change.

    - The Cardholder must know the current PIN code in order to change a PIN code on cards issued without an original PIN code. If the Cardholder does not remember the current PIN code, the Cardholder must apply to the bank for closure of the card and re-issue of a new card.

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'sATMs, 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 Distance Banking Unit, 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. 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 Classic and Mastercard Standard 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.

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 may block a Card temporarily without giving prior notice to the Cardholder/Card User if there is any reasonable suspicion that the Card has been used for unauthorised 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.

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.

42. The Cardholder is obliged to cover the amount debited from the account as a result of Card use - the unauthorized overdraft - within 30 (thirty) calendar days from the date of expenditure. Otherwise the Bank reserves a right to charge a penalty on unauthorised overdraft for each overdue day, as per Card Service rates. The penalty will continue to accrue for not more than 90 (ninety) calendar days until the overdrawn amount is fully repaid.

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.

44[1]. 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.

44[2]. If the Card and/or personalized card security features and facilities are sent by mail, the Bank assumes all the risks of mailing.

44[3]. 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.

44[4]. 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.

44[5]. 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.

44[6]. 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.

44[7]. 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.

44[8]. 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.

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.

On Pay Sticker:

a) Pay Sticker account change;

b) Pay Sticker blocking / unblocking;

c) Pay Sticker close.

46[1]. 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 Cardholder's written request. 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 22:00.**

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 Distance Banking Unit at: *2222, +995 32 220 22 22 - **only from 09:00 to 22:00.**

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.

2[1]. 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 currenct 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, wich 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 18[1]. 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.

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.

5. **Use of Plastic Card at Merchants and ATMs**

   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. When paying through a ProCredit Bank POS-terminal, the Cardholder has to approve the transaction with the PIN code 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 Cus¬tomer's presence and do not let any of the staff take your card away;

   • 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.

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.

For security reasons, it is prohibited to:

- give the card to anyone or to reveal the card information to anyone because the information given away will be sufficient for unauthorized purchases.

For security reasons, it is advisable to:

- use your card only on secure and familiar websites that require CVV2/CVC2 safety code and/or 3D code to approve the purchase. 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. 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.

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 Dinstance Banking Unit at *2222 +995 32 220-22-22, +995 599 214 214 (from 09:00 to 22:00) or at support@procreditbank.ge, or for additional information, please visit the Bank website at http://www.procreditbank.ge.**

   71. **Plastic card blocking** - if your card is lost or stolen, also if the PIN code, the 3D code and/or the data on the card surface have become known to third parties, the Cardholder/Card User shall immediately block the card 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** or visit any of the branches of the Bank during its working hours.

8. If the Customer fails to perform the obligations, recommendations and/or guidelines provided for by this article, the Customer shall fully be responsible for any damages to the Customer or third parties.

9. ProCredit Bank cards are equipped with the following safety features:

Card Issuer
Card Issuing bank or financial institution

Microchip EMV
Chip containing card holder information

Card Number
16-digit number: first 4 digits reprinted in smaller font

Cardholder Name
Cardholder's name must match the name on the TID

Visa Logo
A logo in blue, White and Gold colours

Symbol of Contactless sticker

Hologram
Card holographic gluing with the image of the flying pigeon

Expiration Date
MM/YY

Cardholder Company / Organization Name

Card Issuer
Card Issuing bank or financial institution

Card Number
16-digit number: first 4 digits reprinted in smaller font

Microchip EMV
Chip containing card holder information

Cardholder Name
Cardholder's name must match the name on the TID

MasterCard Logo
A logo in blue, White and Gold colours

Hologram
Card holographic gluing with the image of the flying pigeon

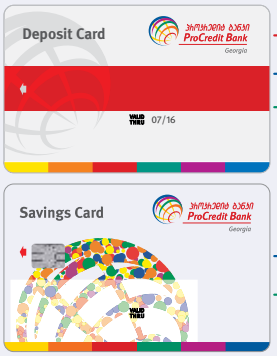
Expiration Date
MM/YY

Card Type
Local card type name

Card Number
16-digit number: first 4 digits reprinted in smaller font

Microchip EMV
Chip containing card holder information

Cardholder Name
Cardholder's name must match the name on the TID



Cardholder Company / Organization Name

Card Issuer
Card Issuing bank or financial institution

Expiration Date
MM/YY

Magnetic Stripe
Magnetic stripe contains cardholder information

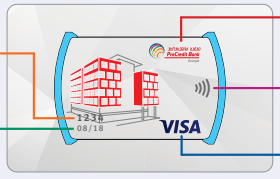
Signature Stripe
Not valid unless signed

CVV2 / CVC2 Code
Safety code used as security feature for online transactions

Card Number
A 4-digits number matching the last four digits of the card number on the front side of the card except for Maestro cards

SignaturePay Sticker number
The last 4 digits of 16-digit number

Expiration Date
MM/YY



Card Issuer

Symbol of Contactless sticker

Visa Logo

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.procreditbank.ge

   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 to log in to Internet banking.

   d. **Password** - combination of letters and digits used together with a user name to log in to 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**

   i. **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.

   j. **Additional user** - additional user registered by the principal user via Internet banking who has limited access rights to Internet banking.

   k. **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.

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 or 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. TAN authorization (confirmation) of operations/transactions/other actions is required in all cases when Internet banking requests such authorization.

6. The Internet banking service with the conditions set forth herein is presented in two different service packages:

   • **Standard package:** the Customer does not receive a DIGIPASS and/or other electronic equipment/device for TAN generation for temporary use. The Customer will be able to see his/her account balances, perform operations only between his/her accounts, and pay for utilities and other services from the current account. Also open a current account and a savings deposit;

   • **Full package:** the Customer receives a DIGIPASS and/or other electronic equipment/device for TAN generation for temporary use. In addition, the Customer will be able to make transfers to 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 user name and password. 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. The Customer may log in to Internet banking as soon as he/she receives a user name and a password. The Customer is obligated to change the one-time password for the entry in the Internet Banking.

11.1. The 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. If the Customer (principal user) does not use the one-time password within 14 (fourteen) calendar days from the date of signing the agreement, then this one-time password will be blocked and the Customer will lose the right to log in to Internet banking by means of the above-mentioned password. In such a case, the Customer is authorized to call or visit the Bank and request a new one-time password. If such request is submitted by telephone, the Customer is obliged to give the correct answer to the secret question registered in the Internet Banking Agreement.

13. If the Customer (principal user) loses or forgets the password, he/she is authorized to call or visit the Bank and request a new one-time password, which shall immediately be changed upon log-in to Internet banking. If such request is submitted by telephone, the Customer is obliged to give the correct answer to the secret question registered in the Internet Banking Agreement.

14. The principal user can add/delete additional users and administer rights in Internet banking; in particular, he/she can: define the rights to perform operations on the accounts, issue/revoke electronic equipment/devices for TAN generation, block/unblock services, and restore passwords. In addition, in case of password reset, a new password will be sent to the Client upon the contract on the Internet banking service according to the method chosen by him.

15. If the Customer is a business subject and the amount of a transfer in foreign currency via Internet banking exceeds GEL 30,000 (thirty thousand) or equivalent, then such Customer is obliged to immediately send a confirmation document for such transfer to the Bank via fax or e-mail (scanned copy). 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. In one Internet banking service package only one Customer’s account(s) is/are attached, with the exception of the case described under paragraph 21 of this article.

21. In the case of a physical person, upon request of the Customer, it is possible to include a Child Account opened for an additional Customer, with reviewing functions only, in one service package, if the Customer is a parent of the child in question.

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. The Customer is obliged to use Internet banking in accordance with the instructions for working with Internet banking, which are provided in the program “Internet Banking” and are available once the Customer logs into Internet banking.

24. The Customer must not allow unauthorized third parties to access his/her Internet banking by means of his/her user name and password. The Customer shall assume full responsibility for accounts opened, the use of different banking products and/or services and all operations sent to the Bank by means of Internet banking using the Customer’s user name, password 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 three passwords in its memory and re-use of these passwords will not be possible.

26. If the Customer suspects that his/her user name and password has become known to a third party and/or if his/her electronic equipment/device for TAN generation and/or cell phone are lost or stolen, the Customer is obliged to contact the Bank and request blocking of Internet banking or 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 equipment/device for TAN generation/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.

26[1]. 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 TAN generation electronic equipment/facilities 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 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 Internet Banking.

26[2]. If the Internet Banking personalized security features and facilities are sent by mail, the Bank assumes all the risks of mailing.

26[3]. 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.

26[4]. 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.

26[5]. If the Internet Banking username and password and/or TAN generation electronic equipment/facilities 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.

26[6]. 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.

26[7]. Blocking of Internet Banking service - if the Customer suspects that his/her user name and password has become known to a third party and/or if his/her DIGIPASS, cell phone and/or other electronic equipment/device for TAN generation are lost, or the user name and password are disclosed, the Customer is obliged to block access to Internet Banking immediately by:

- Contact the Bank through the contact data specified in this document only from 09:00 to 22:00, or apply to any branch of the Bank during the branch working hours.

- Block 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 Tocken 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 may be delayed, which may be caused by technical malfunctions for which the cell phone operator is responsible, and the Bank shall not be held responsible for such delays or the consequences thereof.

28. After the request to block Internet banking has been made by the Customer, any Internet banking operation carried out using the Customer's user name and password shall be the Bank's responsibility.

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 Customer has failed to provide the documentary justification of for a foreign currency transfer;

- 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.

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 29[1]. Basic banking products - Business Customer Account Services

1. The Bank and the Customer conclude the Agreement on Use of Basic Banking Products (Business Customer Account Services).
2. Use of basic banking products (Business Customer 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 (Business Customer Account Services) 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)

   3.4. Deposit card (2 pieces)

   3.5. SMS service (1 piece)

   3.6. Automatic task

   3.7. Telephone PIN code

Article 29[2]. Basic banking products - Active Account Services

1. The Bank and the Private Customer conclude the Agreement on Use of Basic Banking Products (Active Account Services).
2. Use of basic banking products (Active 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 (Active Account Services) are as follows:

   3.1. One current account in GEL, USD, EUR

   3.2. Savings Deposit Flex Save (in the currency of current account)

   3.3. Full package of Internet Banking

   3.4. Plastic card (1 piece/Visa Flex Card)

   3.5. SMS service (per a subscriber)

   3.6. Automatic transfer

   3.7. Automatic payment of utility fees

   3.8. 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.

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 (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 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.

2. The Bank is obliged to issue the POS terminal to the Customer and install it at the Customer's premises within 5 (five) banking days from the date of the agreement; the POS terminal is the Bank's property and shall be issued to the Customer for the term of the respective agreement. The issue and installation of POS terminals is registered by a confirmation of receipt signed when the POS terminals are issued/installed.

3. The Customer is obliged:

   3.1. To create all conditions necessary to install POS terminals at shops;

   3.2. 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;

   3.3. 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.

   3.4. To check if the information printed on the POS terminal statement (card statement) is identical to the data printed on a payment card.

   3.5. To keep the statements, information and documents on card transactions for a period of 3 (three) years from the date of production and submit them to the Bank within 2 (two) banking days upon request. All details indicated in the above documents must be clear and readable. Statements must be signed by cardholders (cardholder signature is not required if the payment transaction is made by PIN code).

   3.6. To return POS terminal(s) to the Bank within 10 (ten) banking days, if so requested by the Bank and/or in the case of termination of the agreement.

   3.7. To maintain confidentiality on all information related to card operations.

   3.8. 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. In the presence of any circumstances in relation to the use of card which may be assessed as suspicious or unlawful, following detection of unlawful/illegal use and/or use of a false/stolen card, or following receipt of information/instructions on the seizure/retention of a card by a POS terminal or in any other form, not to allow card transactions and to seize the card from the factual cardholder and inform the Bank and relevant law enforcement authorities. The Customer is obliged to give the card to the Bank within 3 (three) banking days from its seizure.

   3.9. To credit funds to the card if the cardholder returns or rejects goods/services, provided that the Customer agrees to such return/rejection. No cash shall be disbursed by the Customer in such cases.

   3.10. To maintain a record of the turnover as indicated in special provisions on each POS terminal. To pay to the Bank the commissions under the agreement and/or this document.

3.11. 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.

3.12. Not to change the prices of goods/services if payment is made by a payment card and not in cash.

3.13. Not to provide false information to the cardholder about a malfunction of the POS terminal in order to avoid the use of the 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.

4. The Bank is authorized to:

4.1. 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.).

4.2. 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.

4.3. Inspect the Customer's trade/service facility in order to monitor compliance with the obligations assumed by the Customer in relation to the operation of POS terminals.

4.4. Suspend the service to the Customer and/or reimbursement of amounts in the following cases:

4.4.1. Upon receipt of information about fraudulent, false, unlawful, illegal, unsanctioned and/or unauthorized transactions, within 180 days from such transactions;

4.4.2. If a cardholder, card issuer, International Payments System (Visa and MasterCard) objects to a POS terminal transaction, until the matter is cleared;

4.4.3. If the Customer's actions harm the interests of the Bank and/or International Payments System (Visa and MasterCard)

4.4.4. Non-fulfilment or untimely fulfilment of the Customer's obligations.

4.5. If, at the time of notification of the circumstances under subparagraphs 4.4.1 and 4.4.2 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 4.4.1 are not confirmed within 180 days and/or the objection under subparagraphs 4.4.2 turns out to be groundless.

4.6. If the Bank 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 4.4.1. has expired or not) and/or the objection under subparagraph 4.4.2 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 4.5, debit relevant amounts from the Customer's accounts as per the rule established herein.

4.7. 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).

4.8. Replace/remove POS terminals from a shop.

4.9. Refuse to fulfil its assumed obligations if the Customer does not fulfil its obligations or does not fulfil them in a timely manner.

5. The Customer is authorized to receive technical assistance/support from the Bank, within the scope of acquiring services; its cost is included in the commissions paid by the Customer.

6. In the case of non-fulfilment or untimely fulfilment of their respective obligations by any of the parties, the other party shall be authorized to demand fulfilment of assumed obligations from the contractor, imposition of a penalty/fine and compensation for inflicted loss.

7. The Bank shall not be held responsible for delays in transfers of funds to the Customer's account, if such delays are caused by third parties and/or the respective International Payments System (Visa or MasterCard).

8. The Bank shall not be held responsible for any temporary failure of POS terminal communication systems which is beyond its control.

9. 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.

10. 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.

11. The Customer shall be responsible for keeping, maintaining and taking care of the POS terminals issued to it, and therefore the Customer shall be fully responsible for the loss, partial 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/loss of a POS terminal, the Bank shall be authorized to impose a fine in the amount of GEL 200 (two hundred) regardless of the amount of the loss.

12. 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.

13. The Customer shall be responsible for unauthorized access to POS terminal statements, card transaction statements, as well as payments with counterfeit or stolen cards.

14. The Customer shall be financially liable to the Bank for all transactions carried out at the trade/service facility, including transactions stipulated in paragraph 13 of this article.

15. The Bank shall compensate the Customer for the amount of card transactions at the Customer's trade/service facility within 5 (five) banking days from the date of transaction, with the exception of cases where the Bank has the right to suspend and/or terminate compensation to the Customer.

16. 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 MasterCard) reveal that this transaction was illegal or invalid.

17. 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 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:

    17.1. Bank commissions stipulated by the agreement(s) and/or this document, fines, penalties and/or any type of other payment;

    17.2. 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.

    17.3. Amounts resulting from credit transactions with a payment card (return of goods, services, etc.).

    17.4. Amount of compensation for the Bank's costs related to chargeback processing.

    17.5. All compensations, exchange rate differences, fines, penalties and other amounts resulting directly or indirectly from card transactions.

    17.6. 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.

18. 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.

19. 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.

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.

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. Daily limit of depositing cash in the bank through the drop box is limited with the Annex to the Agreement. The maximum amounts are given in GEL, but in case of the USD and Euros, these upper limits are determined in accordance with the exchange rate set for the Georgian Lari by the National Bank at the moment of the transaction. Within one calendar day, the amount of money deposited by the drop box should not exceed the Customer's upper threshold indicated in the Annex to the agreement, despite the maximum amount determined in the same Annex for the Cardholders.

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. Inform the Customer whenever the loss or surplus amount is discovered;

   8.2. 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.

   8.3. Give the drop box cards directly to the Cardholder.

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. Assume responsibility to the bank for the loss incurred after the Cardholder deposits the cash.

   9.4. Before depositing cash through the drop box, ensure that every Cardholder counts the money and deposits it only with the purpose indicated on the screen of the drop box. Ensure that the rules on using the drop box, which are specified in the Agreement, are explained to the Cardholder in details;

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 bank is authorized to terminate the Agreement without any prior notification from its side.

15. Actions committed 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.