

BANKING SERVICE TERMS AND CONDITIONS

1. GENERAL

- 1.1 This document represents the banking service TERMS AND CONDITIONS (the TERMS AND CONDITIONS).
- 1.2 The relationship between the BANK and the CLIENT are governed by the AGREEMENT (the BANKING SERVICE AGREEMENT or the AGREEMENT) comprising of:
- The APPLICATION filled out by the CLIENT and signed by the PARTIES (the APPLICATION);
 - These TERMS AND CONDITIONS to be delivered to the CLIENT only once;
 - Also, any other additional attachment and/or APPLICATION(s) (where applicable), related to these services, or products and/or those offered by the BANK in future and those required for the CLIENT to use any additional banking service(s) and/or those under this AGREEMENT. In such a case, any one additional product will be issued/service will be activated upon filling out a required APPLICATION(s) and/or delivering a required attachment(s) to the CLIENT. Furthermore, where the BANK fails to deliver such attachment(s) to the CLIENT, the BANK will provide a new banking service type to the CLIENT under the terms and conditions applicable at the BANK at that time. Using by the CLIENT of a new banking product means that he/she agrees to the service provisions applicable at the BANK at that time. The CLIENT agrees to carefully read and keep the AGREEMENT.
- 1.3 This document describes the provisions of using the following banking products and services:
- Standard current account;
 - Universal current account;
 - Plastic bank card (the CARD);
 - Online payment services;
 - Internet-bank services;
 - Mobile-bank services;
 - SMS bank services;
 - Telephone-bank services;
 - E-mail bank services;
 - Permanent payment order services;
 - Automatic payment services;
 - Currency exchange;
 - Consumer credit;
 - Courier services;
 - Money transfer system Elva service.
- 1.4 Where the CLIENT is not entitled to any product/service listed in paragraph 1.3 above, the paragraphs defining such a product/service in these TERMS AND CONDITIONS shall not apply. These paragraphs will apply whenever the CLIENT is entitled to use the product/service.
- 1.5 Usage by the CLIENT of any product/service (or a part thereof) described in these TERMS AND CONDITIONS is considered by the BANK as evidence that the CLIENT agrees with these TERMS AND CONDITIONS.
- 1.6 Where the CLIENT already uses any service listed in paragraph 1.3 above, the service will be provided to him/her in accordance with the provisions of the BANKING SERVICE AGREEMENT.
- 1.7 For receiving and using any type of service offered by the BANK, the CLIENT shall be obliged to:
- Carefully read these TERMS AND CONDITIONS;
 - Fill out and sign the APPLICATION (where applicable);
 - Deliver the signed APPLICATION to the BANK (where applicable) and present his/her passport or ID card as specified in the APPLICATION; and
 - Read, fill out, sign and return to the BANK any other document, APPLICATION or form required for using specific bank products/services.
- 1.8 The BANK retains a right to change at any time the rules defined in these TERMS AND CONDITIONS and/or those rules and provisions defined in other documents comprising these TERMS AND CONDITIONS to harmonize it with any new rules determined at the BANK, changed market conditions, bank practices and applicable legislation.
- 1.9 The BANK retains a right to reject any service provision to the CLIENT if the CLIENT fails to fill out, to timely fill out, sign or return any abovementioned document to the BANK in the manner and matter satisfactory to the BANK. Furthermore, after examining the CLIENT's APPLICATION and other attached documents, the BANK may at its sole discretion reject the APPLICATION and service provision to the CLIENT

without explaining the reasons thereof. The BANK retains a right to verify the CLIENT's information. The CLIENT agrees to the possibility of such verification by the BANK.

2. DEFINITIONS AND INTERPRETATIONS

2.1 The terms used in these TERMS AND CONDITIONS shall have the following definitions:

ACCOUNT(s)	Any standard and/or universal current account(s) of the CLIENT with the BANK which is (are) used for maintaining banking OPERATIONS. Furthermore, any current physical person servicing ACCOUNT(s) opened with the BANK upon the CLIENT's request to use a specific bank product(s) service(s) and/or to meet the requirements determined by law and in accordance with the terms and conditions determined at the BANK, which may be used for bank OPERATIONS in accordance with the terms and conditions determined by the BANK, including money paying in/depositing or/and transferring the money available on the abovementioned ACCOUNT to other ACCOUNT(s) of the CLIENT opened with the BANK.
STATEMENTS	A list of OPERATIONS made on the ACCOUNT.
THE BANK	JSC Bank of Georgia, registration # 06/5-07, bank license #86, address of registration: Georgia, 0105 Tbilisi, 29a Gagarin Str. Tel.: +995 32 444444; E-mail: welcome@bog.ge .
CARD	International plastic card issued by the BANK (payment system Visa, MasterCard etc.), linked to the CLIENT's universal current ACCOUNT and used by the CLIENT in accordance with general rules established at the BANK at that time.
CASH LIMITS WITHDRAWN FROM ATMs	A volume of cash received from ATMs during a certain period of time. In general, the period of time is 24 hours.
CASH LIMITS WITHDRAWN FROM THE BANK	Maximum daily limits allowed to the CARD in other banking institutions other than JSC Bank of Georgia.
	Any instruction issued by the CLIENT to the BANK directly and/or via REMOTE BANKING, by sending to the BANK by means of an ACCESS CODE(s), in accordance with the provisions of the AGREEMENT.
ADDITIONAL CARD	A CARD issued by the BANK to the CLIENT and/or any other person nominated by the CLIENT (the ADDITIONAL CARD HOLDER). The ADDITIONAL CARD shall not be issued and the ADDITIONAL CARD provisions under this AGREEMENT shall not apply to the cards offered by the BANK, which provide some allowances or provisions, which differ from specific card provisions defined herein, unless expressly specified in a relevant attachment (the Specific Provisions).
REMOTE BANKING	A set of bank products by using of which the CLIENT may make certain banking OPERATIONS/receive certain information without the need to come to the BANK. By the date of signing the APPLICATION, the REMOTE BANKING includes the following banking products: using the CARD, online payments, internet-banking, mobile-banking, SMS-banking, TELEPHONE-banking, E-mail banking, COURIER SERVICES, and CONSUMER CREDITS. In the future, as the REMOTE BANKING services, the BANK may offer some additional services to the CLIENT.
CLIENT	A physical person, whose name and other identification data are specified in the APPLICATION.
SERVICE	Bank services offered by the BANK under these TERMS AND CONDITIONS and requested by the CLIENT by the APPLICATION.
PARTY/PARTIES	The BANK or/and the CLIENT or/and the ADDITIONAL CARD HOLDER(s) – under the context.
OVERDRAFT	Spending more money by the CLIENT than the ACCOUNT holds.
OPERATION	Any payment or withdrawal by the CLIENT using the BANK CARD, the CARD number, PIN or other ACCESS CODE.
BANKING DAY	Unless otherwise required by context, a day (other than Saturday or Sunday) when commercial banks in Georgia are open and do their ordinary businesses.
ACCESS CODES	Codes, passwords, the CLIENT name, identification code, UNIVERSAL IDENTIFIERS and/or any other confidential information, which the BANK may provide to the CLIENT to safely, access various banking services
UNIVERSAL IDENTIFIERS	A set of data provided by the BANK to the CLIENT by means of which the CLIENT is registered with the CENTRAL IDENTIFICATION SYSTEM and may use a number of remote channels/services of the BANK.
LIMIT OF PURCHASE	Maximum daily limit established for the purchase by the CLIENT of goods or services at retail shops or other points of service provision.
CENTRALIZED IDENTIFICATION SYSTEM	The system in which the CLIENT's authorization method and the CLIENT's UNIVERSAL IDENTIFIERS are registered and by using of which the CLIENT will use a number of remote channels/services of the BANK.
CENTRALIZED REMOTE BANKING SERVICE	A part of services/remote channels included in the REMOTE BANKING service, which is accessible centrally, by using the UNIVERSAL IDENTIFIERS registered by the CLIENT with the CENTRALIZED

	IDENTIFICATION SYSTEM. The REMOTE CENTRALIZED BANKING SERVICE includes Internet-banking, Mobile-banking, TELEPHONE-banking, usage of CONSUMER CREDIT. In the future, as part of the REMOTE CENTRALIZED BANKING SERVICE, the BANK may offer additional services to the CLIENT.
LIMIT OF SPENDING	Total volume of spending of money (encashment) from the CARD.
GROUP OF COMPANY, GROUP OF COMPANIES	JSC Insurance Company BCI, JSC BG Capital and/or JSC Georgian Card (under the context).

2.2 Interpretation

- In the TERMS AND CONDITIONS, a word “persons” includes physical persons, corporations, partnerships and other legal entities as well as their legal successors and heirs;
- In the TERMS AND CONDITIONS, all headings are used and chapters are numbered solely for convenience and shall not influence the interpretation of the TERMS AND CONDITIONS and/or the AGREEMENT.

3. SERVICE PROVISION

3.1 CURRENT PHYSICAL PERSON SERVICING ACCOUNT(s), STANDARD CURRENT ACCOUNT(s) AND UNIVERSAL CURRENT BANK ACCOUNT(s)

- The provisions in this AGREEMENT apply to the current physical person service accounts and/or standard current accounts and/or universal current accounts, according to the context.

3.1.1 The CLIENT may hold several ACCOUNTS in the BANK.

3.1.2 To make OPERATIONS from the ACCOUNT(s), the CLIENT will be given a 22-character ACCOUNT number registered according to the international standard (IBAN-International Bank Account Number).

3.1.3 ACCOUNT(s) is(are) multi-currency ACCOUNT(s), in particular: a physical person current ACCOUNTs and a standard current ACCOUNT, which have the same 22-scharacter ACCOUNT number may be maintained in any currency, while a universal current ACCOUNT may be maintained – by the time of concluding the AGREEMENT – in the national currency only, US dollars, Euros and GBP. The BANK retains a right, but is not liable, to offer to the CLIENT making OPERATIONS on the universal current ACCOUNT in other currencies.

3.1.4 Although the ACCOUNT (with a 22-character number) is a multi-currency ACCOUNT, the CLIENT will monthly pay only one ACCOUNT service subscription fee, according to the type of ACCOUNT.

3.1.5 The BANK shall be liable for:

- Timely transfer all paid-in money to the ACCOUNT;
- Based on the relevant payment ORDER issued by the CLIENT to the BANK, transfer the required amount as ORDERED, within 2 (two) BANKING DAYS upon issuing the abovementioned payment ORDER to the BANK unless otherwise determined by law.
- Write-off the money from CLIENT’s account under the CLIENT’s INSTRUCTION and when stipulated by the law and this AGREEMENT without CLIENT’s instructions, to credit the money to creditors account(s);
- Deliver to the CLIENT at the CLIENT’s request the STATEMENT from his/her ACCOUNT for the fees applicable at the BANK. Within 7 (seven) calendar days upon receipt of the STATEMENT, in case the CLIENT’s claim is not accepted, the truthfulness of the information included in the STATEMENT shall be deemed confirmed.

3.1.6 The BANK shall have the right:

- To use temporarily the money paid-in to the CLIENT’s ACCOUNT as credit resources;
- If by the moment of OPERATION there is no enough free money on the ACCOUNT, the BANK may at its sole discretion suspend the OPERATION or reject giving authorization for the OPERATION;
- To close the ACCOUNT if the CLIENT fails to meet the conditions of this AGREEMENT.
- To write off any money transferred by mistake to the ACCOUNT(s) without acceptance and make the CLIENT pay a penalty for using the abovementioned money/a part of it at the rate of 0.5% of the used money per usage day.
- To write off, at the rates applicable at the BANK, without acceptance, from the ACCOUNT(s) the fees for bank OPERATIONS as well as, for servicing the ACCOUNT(s), the established subscription fees as well as the fees determined by the Georgian law.
- To close the ACCOUNT(s) without prior notice to the CLIENT, which meets all the below listed conditions:
 - There has been no turnover seen on the ACCOUNT(s) for at least past 6 (six) months;
 - There is no balance and no allowed/appeared unauthorized OVERDRAFT on the ACCOUNT(s);
 - For at least past 6 (six) months, no ACCOUNT(s) servicing fees have been paid;
 - No type of bank credits are linked to the ACCOUNT(s) (this provision shall not apply to OVERDRAFT);

- Validity of all CARDS, including ADDITIONAL CARDS linked to the ACCOUNT(s) has been expired at least 1 (one) months ago. Furthermore, where a CARD linked to the ACCOUNT(s) is a credit CARD (the CARD (S), a credit limit is allowed for), its validity must be expired at least 6 (six) months ago.

The conditions for closing the ACCOUNT(s) under this paragraph of this AGREEMENT shall apply to all ACCOUNT(s) types notwithstanding the way of regulation of this matter by any existing/future AGREEMENT/document between the BANK and the CLIENT, if there is no specific reference in the said AGREEMENT/document to the matter, that the conditions of closing the ACCOUNT(s) determined in this AGREEMENT/document shall prevail over the conditions defined in this paragraph of this AGREEMENT.

- Terminate the CLIENT's REMOTE BANKING service, if the CLIENT has no more a universal current ACCOUNT with the BANK.

3.1.7 The CLIENT shall be liable for:

- Returning any amount to the BANK in the event of using the money paid in by mistake and paying a penalty at the rate of 0.5% of the used sum per day of usage.
- Being responsible for the accuracy of filling out of the APPLICATION and inform the BANK in written within 5 (five) BANKING DAYS on any changes in the information specified therein.
- Informing the BANK in written on any changes in or/and cancellation of the document or/and information submitted to the BANK confirming his/her authority as per paragraph 4.1 of this AGREEMENT within 5 (five) BANKING DAYS upon occurrence thereof. Where the CLIENT fails to fulfill the liability under this paragraph, the BANK shall not be liable for any damages resulted from such non-fulfillment. The liability of information under this paragraph shall equally apply to all those documents submitted to the BANK by which the CLIENT grants authorization to act in his/her name.
- Paying for conducting banking OPERATIONS at the rates established at the BANK at that time as well as all fees established at the BANK for serving the ACCOUNT.
- Paying in full to the BANK any OVERDRAFT (unauthorized OVERDRAFT) on the ACCOUNT.
- Paying any fees to the BANK for using the OVERDRAFT (unauthorized OVERDRAFT) on the ACCOUNT at the rates established at the BANK at that time.

3.1.8 The CLIENT shall have the right to:

- Regularly conduct OPERATIONS on his/her ACCOUNT in accordance with the terms and conditions established at the BANK and within the authority defined by law. Including, give INSTRUCTIONS to the BANK to conduct OPERATIONS on his/her ACCOUNT, money transfer, currency exchange, encashment etc.
- Make the BANK pay a penalty at the rate of at least 0.5% of the overdue amount per delayed day where the BANK fails to meet the deadlines established for money transfers provided that the ACCOUNT holds sufficient money.
- Receive a current month STATEMENT from the BANK at the latest the 5th calendar day of each coming month.
- Present claims to the BANK within 7 (seven) calendar days upon receipt of the STATEMENT.
- Give a written notice to the BANK on the termination of the AGREEMENT.

3.1.9 OPERATIONS carried out on the ACCOUNT(s)

- The CLIENT authorizes the BANK to receive his/her INSTRUCTIONS and act in accordance with those INSTRUCTIONS, which the CLIENT gives to the BANK in written, by phone, electronic means or in any other form acceptable to the BANK. Where the CLIENT's INSTRUCTIONS are not given in written, in particular, are not signed by the CLIENT, the BANK may accept and fulfill those INSTRUCTIONS provided that all safety procedures are followed at the BANK.
- The CLIENT shall permanently have free money on the ACCOUNT as far as he/she:
 - Uses the permanent payment ORDER and/or AUTOMATIC PAYMENT SERVICES;
 - The CLIENT withdraws money from ATMs and/or carries out active OPERATIONS and/or services offered by ATMs;
 - The CLIENT carries out OPERATIONS via his/her bank CARD;
 - The CLIENT asks the BANK for carrying out an OPERATION via any electronic means or phone;
 - Any other OPERATION is due, for which the money is not yet charged from the ACCOUNT.
- The ACCOUNT(s) will not be charged for the payments made through the ATM or fast deposit services (if and when such services are accessible) till the next BANKING DAY of the OPERATION.
- The CLIENT will be liable for all OPERATIONS carried out on the ACCOUNT before or after its closure.

3.1.10 Rejecting cash deposit

- In some cases, the BANK may reject deposits on the ACCOUNT and may ask the CLIENT for the closure of his/her ACCOUNT.

3.1.11 Closure of the ACCOUNT

- If the BANK thinks that the CLIENT should close his/her ACCOUNT, a written request will be sent to the CLIENT specifying a period during which the CLIENT should close his/her ACCOUNT. If after the abovementioned period expires and the CLIENT fails to close his/her ACCOUNT, the BANK may reject any payments to the ACCOUNT (other than those payments required for the repayment of any debts on the ACCOUNT) and return any balance available on the ACCOUNT to the CLIENT.
- The CLIENT may at any time ask for closing his/her ACCOUNT. However, the BANK may ask the CLIENT for prior written confirmation till this ORDER is fulfilled.
- The CLIENT's last ACCOUNT in the national currency shall not be closed until the CLIENT has his/her ACCOUNT opened with the BANK in any foreign exchange.
- In case all universal ACCOUNTs of the CLIENT with the BANK are closed, the BANK may terminate all REMOTE BANKING services whether the CLIENT has a standard current ACCOUNT(s) with the BANK or no.

3.2 GENERAL PROVISIONS OF REMOTE BANKING SERVICES

3.2.1 The General provisions described below refer to all types of the REMOTE BANKING services as soon as such services are accessible to the CLIENT.

These TERMS AND CONDITIONS for the REMOTE BANKING services add to and do not exclude specific provisions applied to a specific type of REMOTE BANKING services. Furthermore, in case of any discrepancy, the specific provisions for the REMOTE BANKING services shall prevail.

3.2.2 A right to use the CARD shall be only granted to the universal current ACCOUNT holders and a right to use Internet-bank, Mobile-bank and TELEPHONE-bank services shall be granted to the CLIENT upon registering with the CENTRALIZED IDENTIFICATION SYSTEM. Furthermore:

- The CARD shall be handed out to the CLIENT/ADDITIONAL CARD HOLDER in accordance with the information specified in the APPLICATION;
- The CLIENT will activate the authorization to use Internet-banking, Mobile-banking, CONSUMER CREDIT and TELEPHONE-banking services using the UNIVERSAL IDENTIFIERS, while in case of the Internet-banking service the CLIENT needs to sign the APPLICATION;
- The CLIENT will activate the authorization to use Mobile-banking services by downloading a required application in the smart phone and using the UNIVERSAL IDENTIFIERS;
- The CLIENT will activate the authorization to use SMS-BANKING SERVICES automatically, upon opening of both standard and universal ACCOUNTs and this authorization will be activated only if the CLIENT fills out the APPLICATION.

3.2.3 The CLIENT shall bear responsibility for all ORDERS submitted by him/her to the BANK after meeting any specific safety procedures until he/she stops using the REMOTE BANKING services. It means the responsibility for the ORDER or any mistakes made when filling out the said ORDER, which was sent by the third person. The CLIENT must not leave the devices connected to the REMOTE BANKING services unattended as far as it is plugged in. Furthermore, the CLIENT shall be liable for:

- Keeping all ACCESS CODES safely without allowing any third persons to use those codes;
- Remembering and destroying all ACCESS CODES upon receipt thereof;
- Never disclosing any details about the ACCESS CODE(s) to the third persons; (in this case, the employees of the BANK shall not be considered the third persons who directly give an ACCESS CODE(s) to the CLIENT, or change or activate the ACCESS CODE(s) as instructed by the CLIENT, as well as in any other cases, when an employee of the BANK should have access to the ACCESS CODE(s) to solve a problem or/and provide relevant services).
- Never write the ACCESS CODE(s) in the software, which automatically saves information (e.g. a computer password saving function or any other similar Internet function);
- Never writing the ACCESS CODE(s) in a way the third parties can unravel;

Note: If the CLIENT suspects that his/her ACCESS CODE(s) or any other security details are known to the third person, he/she shall immediately inform the BANK on it; otherwise he/she will bear responsibility for all OPERATIONS carried out on his/her ACCOUNT using his/her ACCESS CODE(s) or other security details.

3.2.4 The CLIENT shall not use the REMOTE BANKING service if it leads to the overspending without the BANK's prior consent or if an agreed SPENDING LIMIT is exceeded;

3.2.5 The CLIENT shall be held liable for any OPERATION which he/she carries out by the REMOTE BANKING service after the expiry of the service period.

3.2.6 The BANK will do its best to provide the CLIENT with the REMOTE BANKING service, but it will not be liable where the service will not be provided to the CLIENT due to the reasons beyond the BANK's control, including any delay in the REMOTE BANKING service because of the system upgrade and improvement measures;

3.2.7 To protect the INTERESTs of both the CLIENT and the BANK, the latter may suspend or restrict the use by the CLIENT of the REMOTE BANKING service or a part thereof. The BANK shall give a notice thereon to the CLIENT at its first opportunity. The BANK may also terminate the REMOTE BANKING service or a part thereof at any time.

3.2.8 The CLIENT shall pay a subscription fee of a specific REMOTE BANKING service.

3.2.9 The CLIENT authorizes the BANK to fulfill all verbal or electronic instructions which the CLIENT issues (or appears to have been issued) via the REMOTE BANKING service;

- 3.2.10 The CLIENT agrees and authorizes the BANK to open any additional ACCOUNT for the CLIENT in accordance with the procedures established at the BANK based on the ORDER (APPLICATION) submitted by the CLIENT via the remote channels, provided that an ACCOUNT of the CLIENT has already been opened with the BANK by the time the CLIENT applies to the BANK.
- 3.2.11 Prior to opening by the BANK of a term deposit ACCOUNT for the CLIENT according to paragraph 3.2.10 of the AGREEMENT, the BANK shall allow the CLIENT to become acquainted with the information stipulated by law and the relevant AGREEMENT data via the remote channel. The CLIENT's agreement to the TERMS AND CONDITIONS of the AGREEMENT sent via the remote channel is equivalent to the CLIENT's signature of the same AGREEMENT and the AGREEMENT shall be deemed valid upon receipt of the CLIENT's agreement by the BANK via the remote channel.
- 3.2.12 The BANK shall not be deemed in breach of the AGREEMENT and it shall not be responsible for any damages if:
- Provision of the REMOTE BANKING service (or a part thereof) is impossible due to the reasons, which are beyond of the BANK's control;
 - The CLIENT's safety data (in particular the ACCESS CODES) were used without authorization unless such unauthorized use was caused by the BANK's gross negligence, inadvertence or deliberate fault;
 - The BANK did not receive ORDER(s) sent by the CLIENT;
 - The CLIENT supplied incorrect or incomplete information to the BANK;
 - The third person connected to the TELEPHONE or Internet connection between the CLIENT and the BANK.
- 3.2.13 The BANK may change the provisions of paragraph 3.2 as well as those of the attachments or paragraphs of these TERMS AND CONDITIONS at any time in order to harmonize them with market conditions, any new rules established at the BANK and applicable legislation.
- 3.2.14 The CLIENT may register the UNIVERSAL IDENTIFIERS required for the use of the CENTRALIZED REMOTE BANKING SERVICES with the CENTRALIZED IDENTIFICATION SYSTEM, as well as may have and recover a user name and password, replace a mobile phone number through the BANK's service center, a bank program or/and ATM, at the BANK's discretion. The abovementioned OPERATIONS may be carried out through the ATM using an active (valid) CARD.
- 3.2.15 The UNIVERSAL IDENTIFIERS in the CENTRALIZED IDENTIFICATION SYSTEM are as follows: a) user name – one of the parameters automatically defined by the CENTRALIZED IDENTIFICATION SYSTEM, which is unique and which is required to receive a CENTRALIZED REMOTE BANKING SERVICE, authorization; it also can be changed at any time by the CLIENT, using a relevant remote channel of the BANK, in accordance with the rules and procedures determined by the BANK; b) Password – one of the parameters required for the authorization to have the CENTRALIZED REMOTE BANKING SERVICE to be given to the CLIENT as soon as he/she is registered with the CENTRALIZED IDENTIFICATION SYSTEM, via a channel selected by the BANK or any other communication channel. The password, which is initially given to the CLIENT, is subject to the obligatory change as soon as the CLIENT uses for the first time any remote channel to have the CENTRALIZED REMOTE BANKING SERVICE. Furthermore, during the period of using a respective CENTRALIZED REMOTE BANKING SERVICE, the CLIENT may change an existed password via a relevant remote channel in accordance with the procedures established at the BANK. c) Mobile phone number or electronic device DIGIPASS – a TELEPHONE number / device, on which the CLIENT receives one-time codes and one-time passwords (where applicable) (one-time passwords will be received by the CLIENT to his/her mobile phone only) to complete OPERATIONS defined by the CENTRALIZED REMOTE BANKING SERVICE. Furthermore, during the period of using a respective REMOTE BANKING service the CLIENT may and where the BANK demands – shall be obliged to change his/her mobile phone number or electronic device DIGIPASS at any time in accordance with the procedures established at the BANK, via the BANK's respective remote channel (for a mobile phone number only) or at any service center of the BANK based on the submitted APPLICATION, in accordance with the terms and conditions defined by the BANK. As the BANK may decide, the abovementioned one-time codes may be given to the CLIENT both by his/her mobile phone number and electronic device DIGIPASS simultaneously.
- 3.2.16 To have a CENTRALIZED REMOTE BANKING SERVICE, an authorization obligation may be determined for the CLIENT by a simple (name and password) or complex (name, password and one-time code) method. The method of authorization for using any one remote channel/service shall also be registered with the CENTRALIZED IDENTIFICATION SYSTEM.
- 3.2.17 DIGIPASS to be used by the CLIENT to have a one-time code, will be given to the CLIENT at a service center of the BANK upon presenting a document confirming DIGIPASS payment and ID card of the CLIENT.

3.3 SPECIFIC CONDITIONS OF THE CARDS

Note: The provisions given below apply to all CARD types issued by the BANK in accordance with these TERMS AND CONDITIONS to the CLIENT and the ADDITIONAL CARD HOLDER(s) as requested by the CLIENT, unless the context requires otherwise.

- 3.3.1 The BANK will make the CARD(s) based on and according to the APPLICATION filled out by the CLIENT and transfer the CARD (s) to the CLIENT in his/her use (together with a PIN-code in a sealed envelope) to carry out OPERATIONS through his/her ACCOUNT(s). The CARD is a property of the BANK.

3.3.2 ADDITIONAL CARD, ADDITIONAL CARD HOLDERS

- The CLIENT may require from the BANK to issue an ADDITIONAL CARD, PIN-codes and, where needed, any other ACCESS CODES for his/her family member(s) and other related persons. When the BANK gives consent to issue an ADDITIONAL CARD the CLIENT shall inform the ADDITIONAL CARD HOLDER these TERMS AND CONDITIONS. Furthermore, the CLIENT shall pay a cost of OPERATIONS carried out by the

ADDITIONAL CARD and ACCESS CODES and other relevant costs. The costs of the OPERATIONS include any amounts charged to the ACCOUNT after returning the ADDITIONAL CARD to the BANK.

- The CLIENT authorizes the BANK to give certain information to the ADDITIONAL CARD HOLDER(s). This information includes the ACCOUNT(s) data as well as other information required for proper use of the ADDITIONAL CARD(s).

3.3.3 The CLIENT needs to choose in the APPLICATION a spending scheme of the money available on the ACCOUNT(s): he/she needs to choose or not to choose a main account (where the main account is not chosen, it will be deemed Georgian Lari. A money spending scheme from different currency ACCOUNT(s) linked to one CARD will depend on the abovementioned choice of the CLIENT, in particular:

- An OPERATION will be first of all carried out from the currency ACCOUNT relevant to that OPERATION; if this ACCOUNT holds insufficient or no funds, a required part of the amount will be first charged to the main ACCOUNT and then – to other ACCOUNT(s) in the following ORDER: Georgian Lari, USD, Euro. Currency will be converted at the BANK's commercial exchange rate set by the end of the respective BANKING DAY.

3.3.4 If the date of OPERATION coincides with a NON-BANKING DAY, the bank OPERATION will be carried out on the next BANKING DAY.

3.3.5 The BANK assumes the following liabilities:

- To make and transfer the CARD(s) to the CLIENT in his/her use in accordance with information specified in the APPLICATION.
- To write off amounts from the CLIENT's ACCOUNT(s) in accordance with the spending schedules specified in the CLIENT's APPLICATION;
- To issue an ACCOUNT STATEMENT to the CLIENT (ADDITIONAL CARD HOLDER) upon his/her request at the fees established at the BANK;
- To return any ACCOUNT balance to the CLIENT when a CARD is cancelled or withdrawn within 14 (fourteen) BANKING DAYS upon returning the CARD. Where the CARD is not returned, the BANK will not be responsible for the termination of CARD validity.

3.3.6 The BANK may:

- Where required, replace the CARD with a new one during the period of validity of the CARD and give a 14 (fourteen) BANKING DAY notice thereon to the CARD holder.
- Block other ACCOUNTs of the CLIENT opened with the BANK and use any amounts available thereon for the (unauthorized) OVERDRAFT repayment within a term defined by the BANK.
- Give a notice to the CLIENT / ADDITIONAL CARD HOLDER to return the CARD to the BANK if it detects any unlawfulness in the CLIENT's actions during carrying out OPERATIONS.
- When a CARD is lost, write off from the CLIENT's ACCOUNT all funds equivalent to the OPERATIONS carried out during the period from the date the CARD was lost till the relevant written notice is received by the BANK.
- Where the CLIENT or/and ADDITIONAL CARD HOLDER is in breach of the AGREEMENT as well as in case of the CLIENT's insolvency, suspend or terminate the CARD validity and take necessary measures to collect the CLIENT's debts against the BANK.
- Suspend the CARD validity when unlawful OPERATIONS are detected as well as upon receiving the information from VISA International and MasterCard International payment systems confirming any unlawful CARD usage.
- Cancel the CARD or/and close a respective ACCOUNT if the CARD (ADDITIONAL CARD) holder fails to appear or/and if no banking OPERATIONS were carried out on the given ACCOUNT within 90 (ninety) calendar days upon submitting by the CLIENT of the APPLICATION for making a CARD.
- At its sole discretion, reject issuing and/or recovering a CARD(s) for the CLIENT.
- Write off without acceptance from the ACCOUNT at the rates applicable at the BANK any COMMISSIONS determined for carrying out bank OPERATIONS, as well as for the ACCOUNT and the CARD/ADDITIONAL CARD, all costs incurred in case of the CARD(s) lost and a cost of the OVERDRAFT usage as well as any payments established by the Georgian law.
- Write off without acceptance from the ACCOUNT all funds equivalent to the OPERATIONS carried out via all those CARDS/ADDITIONAL CARDS issued to the CLIENT as well as the OPERATIONS submitted by banks and organizations through the payment systems VISA International and MasterCard International at the rates established at the BANK along with the COMMISSIONS. Any amounts equivalent to the OPERATIONS carried out will be recorded (exchanged) in accordance with the scheme specified in the APPLICATION (paragraph 3.3.3) at the rate applicable at the BANK on the date the respective OPERATION was recorded.

3.3.7 The CLIENT assumes liabilities for:

- Crediting money to the ACCOUNT(s) within 1 (one) BANKING DAY upon signing of the AGREEMENT in cash or via transfer in the required amount defined by the BANK for a given CARD type.
- Being responsible for accuracy of the APPLICATION and inform the BANK in writing on any changes to the information specified in the APPLICATION within 5 (five) BANKING DAYS. For the avoidance of any doubts, the BANK will not be held liable for any discrepancy between the information specified in the APPLICATION and identification data of the CLIENT specified in the ID card and/or passport and the CLIENT is not able to carry out certain OPERATIONS.
- Keeping all documents available of the OPERATIONS carried out via the CARD and presenting those documents to the BANK whenever any dispute arises.

- Informing the BANK immediately on the loss of the CARD. Any verbal statement must be confirmed by personally arriving to the BANK and by a written APPLICATION. Otherwise, the BANK will not be held liable for any financial loss incurred by the CLIENT (the written APPLICATION must be submitted within one BANKING DAY upon verbal statement is made). In case of delay, before the BANK receives an APPLICATION on the loss of the CARD, for all OPERATIONS carried out by the third persons using the CARD, the CLIENT/ADDITIONAL CARD HOLDER shall be responsible.
- Returning immediately the lost CARD to the BANK as soon as it is found.
- Returning the CARD to the BANK where the latter cancels or withdraws it within 14 (fourteen) calendar days upon notification.
- Not asking for returning in cash of the cost of any goods purchased by CARD from a point of sale, where the goods are returned. The paid money will be reimbursed only via transfer to the respective ACCOUNT.
- Carrying out OPERATIONS using the CARD in accordance with these TERMS AND CONDITIONS.
- Familiarizing the ADDITIONAL CARD HOLDER with these TERMS AND CONDITIONS.
- Observing the TERMS AND CONDITIONS in case of loss of the CARD and being responsible for all OPERATIONS carried out by any third persons using the CARD before the BANK receives a notice of loss.
- Paying all taxes defined by the Georgian law.
- Paying for OPERATIONS carried out at the rates established in the BANK as well as all those COMMISSIONS established by the BANK for servicing the ACCOUNT and the CARD(s) and reimbursing all costs associated with the loss of the CARD(s).

3.3.8 The CLIENT may:

- Carry out OPERATIONS using the CARD within the LIMITS OF SPENDING.
- Present claims to the BANK within 7 (seven) calendar days.
- Receive a current month ACCOUNT STATEMENT at the BANK no later than the fifth calendar day of each following month.
- Present a claim for maximum 5 OPERATIONS carried out without the CARD via a postal communication service or Internet. The BANK will accept the claims on the abovementioned OPERATIONS only in case of renewal of the lost CARD.
- Be a guarantor at the BANK in case of issuing an ADDITIONAL CARD.
- Inform the BANK in writing on the CARD expiry and apply for its renewal.

3.3.9 Responsibility of the Parties

- The BANK shall be responsible: a) against the CLIENT for accuracy and opportuneness of the OPERATIONS on the ACCOUNT in accordance with rules stipulated for in these TERMS AND CONDITIONS and the applicable legislation; b) for confidentiality of the information about OPERATIONS carried out on the ACCOUNT except in the cases stipulated for by law.
- The BANK shall not be responsible: a) for delay in the service provision if such a delay was caused by a reason, which was beyond the BANK's control; b) for the lawfulness of the OPERATION carried out by the CARD; c) for suspending the CARD validity; d) the BANK shall be exempt from liability if its obligations under this AGREEMENT were not met due to some technical fault (power supply or network damage/cut off, failure of the processing center software, technical fault of the payment system).
- The BANK will not review a received claim if in case of the CARD loss, the CLIENT/ADDITIONAL CARD HOLDER is in breach of the BANK notification rules defined by the AGREEMENT.
- The CLIENT shall be responsible for:) all illegal OPERATIONS carried out via the CARD; b) the CLIENT shall be liable for the damages incurred by the BANK in result of failure by the CARD holder to meet the provisions of this AGREEMENT.

3.3.10 General rules of use of Visa International and Master Card International

a) The CLIENT shall be obliged:

- To sign the CARD upon receipt. If the CLIENT fails to sign the CARD or in case of discrepancies in the signatures, the BANK may suspend, withdraw or restrict an ability of the CLIENT to use the BANK CARD, PIN or other ACCESS CODES.
- To safely keep the CARD at all times and to prevent any third persons from using thereof;

Note: when receiving the ACCESS CODES, it is recommended to remember them and destroy immediately all those documents, which include the ACCESS CODE(s);

- Not to write an ACCESS CODE in such a manner that the third persons can obtain them;
- To observe at all times the rules of use of the CARD.

b) The CLIENT shall not:

- Use the CARD for the purposes which are defined as illegal by the relevant Georgian and/or other countries' jurisdiction;
- Use the CARD prior to its coming into effect or after expiry or after the CLIENT receives a notice that the BANK cancelled the bank CARD;
- Use the CARD if in result money was withdrawn from the ACCOUNT without prior consent of the BANK;
- The CLIENT shall return the CARD to the BANK upon the latter's request. The BANK or any person acting on behalf of the BANK may at any time get the CARD back (in particular, the BANK may cancel the CARD and ask any third person to detain the CARD if the CLIENT attempts to use it).

3.3.11 CARD usage

a) OPERATIONS

- The CARD may be used by entering a PIN-code for cash withdrawal from ATMs or/and for carrying out various OPERATIONS via self-service terminals within the LIMITS OF ENCASHMENT both in Georgia and abroad, as well as active OPERATIONS and/or services offered by ATMs;

Note: when entering an incorrect PIN-code three times in succession, the ATM may detain the CARD.

- The BANK sets SPENDING LIMITS which may be amended from time to time;
- The CARD may be used to purchase goods or services in such retail shops which accept payments by Visa or MasterCard;
- The BANK will charge the amounts for the OPERATIONS carried out via the CARD to cover all financial costs (different service fees) to be paid by the CLIENT.

b) Payment authorization

- The BANK may withhold authorization/reject any ORDER, if:
- The CARD is lost or stolen;
- The BANK has a reasonable doubt that the CARD was lost or stolen;
- The CLIENT is in breach of the TERMS AND CONDITIONS (the rules of CARD use);
- There are no sufficient funds on the ACCOUNT for all OPERATIONS authorized by the BANK (including the funds not yet charged).
- As the CLIENT carried out an OPERATION by the CARD, he/she may not demand to suspend the OPERATION. The BANK will cancel an OPERATION which is authorized but not yet paid and if the BANK has a valid evidence that the OPERATION was cancelled;

c) Costs

- For each use of the CARD, associated costs will be paid in accordance with rates established at the BANK. The rates may be changed from time to time without agreement with the CLIENT – according to the rules adopted at the BANK;
- For each use of the CARD, associated costs will be paid in accordance with rates established at the BANK. The rates may be changed from time to time without agreement with the CLIENT – according to the rules adopted at the BANK.

d) Consequences of the CARD expiry, automatic new CARD production and filling out of the APPLICATION by the CLIENT

- Where after expiry of the CARD the CLIENT does not want to have a new one, he/she shall give notice to the BANK 1 month prior to the expiration date of the CARD;
- If the CLIENT fails to give the abovementioned notice to the BANK, the BANK may within the period from 1 month to 2 weeks prior to the expiration date of the CARD (at its first convenience) charge the CLIENT's universal ACCOUNT for a cost of CARD production at the rates established at the BANK by that time and produce a new CARD for the CLIENT. If during the abovementioned period (from 1 month to 2 weeks prior to the expiration date of the CARD) no sufficient funds are available on the CLIENT's universal current ACCOUNT, the CARD will not be produced automatically;
- In case a CARD is produced automatically, the BANK will give notice to the CLIENT. The notice may be given via any communication means, including SMS-BANKING SERVICE;
- The CLIENT may apply for the automatically produced CARD at any service center of the BANK, 5 (five) BANKING DAYS before the CARD expires. The CARD will be delivered within 5 (five) BANKING DAYS.
- If based on the CLIENT's APPLICATION or due to insufficient funds on the CLIENT's ACCOUNT no new CARD was produced, the BANK shall within 14 (fourteen) days upon the date of expiration of the CARD suspend asset OPERATIONS on the ACCOUNT(s) (withdrawal, transfer or balance reduction otherwise), if till this time, the BANK has not produced a new CARD for the CLIENT based on the latter's request.
- If a new CARD was not produced automatically for the CLIENT, the new one will be produced on the basis of a respective APPLICATION.

e) Restrictions on withdrawals from the closed ACCOUNT

- If the CLIENT's CARD expires and no new CARD is produced, the CARD will be cancelled, recalled or the CLIENT's universal current ACCOUNT(s) will be closed (or transformed into a standard current ACCOUNT by any other reason). The CLIENT will be restricted for 14 (fourteen) days to effect transfers, withdraw money or otherwise use the funds available at the ACCOUNT. The BANK may at its sole discretion cancel such a restriction. If it thinks or suspects that the closed ACCOUNT may be charged after the abovementioned period of restriction, the BANK may extend the abovementioned period for 14 (fourteen) days.

f) Loss of the CARD

- If the CARD is stolen or lost, or the CLIENT suspects somebody of knowing his/her PIN or other ACCESS CODES, he/she shall immediately call the BANK at the following phone number: (+995 32) 31-49-99; 31-58-04; 31-69-47 or personally arrive at the BANK;
- If the CARD was used illegally, prior to the CLIENT's notification of the BANK – on the lost or stolen CARD, or on the doubt that somebody knows his/her PIN or other ACCESS CODES, the CLIENT shall be liable for repaying any sums in full resulted from such an illegal usage of the CARD;
- If the CARD is used by any third person at the CLIENT's consent, the CLIENT shall be liable for paying all amounts of the OPERATIONS carried out via the CARD by that third person;

- As soon as the BANK receives notification on the lost, stolen or illegally used CARD, it will block the CARD. If the CLIENT finds the CARD, he/she shall come to the BANK and apply in written for unblocking the CARD and the BANK may unblock the CARD on the basis of the CLIENT's APPLICATION, provided that the CARD is not cancelled or expired by that time;
- The CLIENT shall not be liable for any losses caused by any illegal use of the CARD, if he/she has not received the CARD;
- The BANK shall not be liable for such cases when the third person does not receive the CARD, PIN or other ACCESS CODES, ATM failure, strike or litigation or any other circumstances, which affect the use of PIN or other ACCESS CODES and which the BANK cannot control directly. The BANK shall not be liable for any actions of the third persons related to the CARD cancellation or withdrawal.
- The CLIENT will be liable against the BANK for all liabilities related to the ACCOUNT including those arisen from the use of the BANK CARD, or/and the CARD number, or/and the CARD validity or/and PIN or/and other ACCESS CODES.

g) Issuing information

- The CLIENT authorizes the BANK to give the third party any information on loss, steal or illegal use of the CARD, PIN or other ACCESS CODES ; or in ORDER for the BANK to fulfill its liabilities (including those against Visa International or/and MasterCard International payment systems).

h) Cancellation of the right to use the CARD(s)

- The CARD is valid till the end of the month specified on the CARD;
- If the BANK considers it appropriate, it may at any time suspend, withdraw or restrict the use of the CARD. The CLIENT will receive from the BANK a respective notification prior to such action or within the shortest time upon such action.
- If the use of the CARD by the CLIENT is suspended or limited by any reason, including the BANK's instruction to the CLIENT on non-withdrawal of money from the ACCOUNT without the BANK's prior consent, the CLIENT will no more have a right to use the CARD;
- The CLIENT may stop using the CARD (or the use of the ADDITIONAL CARD by the ADDITIONAL CARD HOLDER) by giving a written notice to the BANK and by returning the CARD and the ADDITIONAL CARD to the BANK;
- After stopping to use the CARD(s) by the CLIENT or the BANK, the CLIENT will no more use the CARD and the BANK is authorized to serve the ACCOUNT(s) in accordance with the conditions established for the standard current ACCOUNT.

i) In case of withdrawal of the CARD(s) and closure of the ACCOUNT(s):

- The CLIENT shall immediately pay any amount charged to the ACCOUNT along with any amount charged with delay;
- The BANK will continue charging the delayed amounts until all sums are fully paid to it.
- The CLIENT shall also reimburse the BANK for all costs associated with the AGREEMENT's come into effect as well as all costs accrued by the BANK for the AGREEMENT administration, if the CLIENT fails to meet the requirements. The CLIENT will be liable for paying any costs associated with overdue payments or similar payments.

j) General

- The BANK shall not assume liability, if it is unable to provide the CLIENT with any type of service related to the CARD by reasons beyond its control (e.g. strike, power supply cut off or failure of equipment);
- If the BANK sets no postponement of any condition at a current time, it may set such conditions later on;
- The use of the CARD is governed by the banking legislation and a license AGREEMENT between the BANK and the international payment systems of Visa International or/and MasterCard International.

3.3.12 Contactless Plastic CARDS and special conditions of use

- Via the contactless APPLICATION loaded into the contactless plastic CARD, payments may be effected by showing the CARD in the special terminal area within a point of sale and transport.
- The contactless APPLICATION is used within the limits (the use of the contactless APPLICATION may be limited both in amount and number of transactions), chosen by the CLIENT from the BANK offer. Where the amount defined by the contactless APPLICATION limit is reduced/expired, it may be refilled (in full or in part) from the contactless plastic CARD ACCOUNT, automatically, when the CLIENT uses a PIN-code in case of checking a balance on the contactless plastic CARD ACCOUNT or carrying out an OPERATION;
- If the CLIENT pays up to 20 (twenty) GEL by registering the contactless plastic CARD in the specific terminal area at a point of sale or transport and by the time of payment a sum of the contactless APPLICATION is less than that required for payment, payment will be effected from the contactless plastic CARD ACCOUNT (unless the ACCOUNT holds insufficient or zero funds), so that the CLIENT needs no entering of the PIN-code.
- When using the contactless plastic CARD, the BANK is authorized to allow the OVERDRAFT on the contactless plastic CARD ACCOUNT equivalent to the contactless APPLICATION limit.
- When using the contactless plastic CARD, as soon as an unauthorized OVERDRAFT is available on the CLIENT's ACCOUNT, the BANK may block the CLIENT's contactless plastic CARD ACCOUNT(s) or/and the contactless APPLICATION (including for paying a travel fee) at its sole discretion.
- Main ACCOUNT for the contactless plastic CARD is in Georgian Lari. Where conversion is needed, it shall be effected on the CLIENT's ACCOUNT, at the commercial exchange rate established at the BANK by the date of exchange.

3.4 SPECIFIC CONDITIONS OF THE CENTRALIZED REMOTE BANKING SERVICE

3.4.1 Definition of terms: the words given in paragraph 3.4 shall have the following meanings:

ACCOUNT(S)	The CLIENT's ACCOUNT(s), for which a respective type of the CENTRALIZED REMOTE BANKING SERVICE is activated.
PAYMENT	The payments to be effected by the CLIENT via the CENTRALIZED REMOTE BANKING SERVICE and for which the BANK is authorized to charge money from the CLIENT's ACCOUNT(s) and from specific ACCOUNT(s), if the CLIENT specifies it/them in the relevant APPLICATION;
E-NOTIFICATION	A part of the Internet-banking service, by which the BANK sends notifications to the CLIENT via relevant Internet system;
INTERNET-BANK CONDITIONS	The TERMS AND CONDITIONS stipulated for in the AGREEMENT and/or any additional conditions, which may be amended from time to time and to be notified by the BANK to the CLIENT via E-notification system.
USE POLICY	the rules and information placed on the Internet-bank web-page and/or any other rules issued by the BANK with regard to the Internet-banking service, including any amendments made to it from time to time.
INFORMATION	The information delivered or to be delivered by the BANK to the CLIENT with the TERMS AND CONDITIONS for delivering it specified by the CLIENT in a relevant APPLICATION or/and defined under the AGREEMENT.
THE TERMS AND CONDITIONS OF THE CENTRALIZED REMOTE BANKING SERVICES	Specific conditions of the CENTRALIZED REMOTE BANKING SERVICE specified in paragraph 3.4 (including also a relevant APPLICATION (where applicable) and any or all other attachments or instructions, which may be given by the BANK to the CLIENT. These conditions add to those (including without limitation the CENTRALIZED REMOTE BANKING SERVICE conditions), which the CLIENT is required to accept (either in part or in full) prior to filling out of a relevant CENTRALIZED REMOTE BANKING SERVICE APPLICATION (where applicable). In case of any discrepancy, these TERMS AND CONDITIONS of the CENTRALIZED REMOTE BANKING SERVICE shall prevail.

3.4.2 As part of any remote channel or service provision of the CENTRALIZED REMOTE BANKING SERVICE, a list of OPERATIONS and conditions of carrying out thereof are defined by the BANK and shown at: www.bankofgeorgia.ge.

- To be able to use the Mobile-banking services, the CLIENT should have a smart phone, Internet access and UNIVERSAL IDENTIFIERS.
- To be able to use the TELEPHONE-banking, the CLIENT should have a phone set and UNIVERSAL IDENTIFIERS.
- Via the TELEPHONE-banking service, the CLIENT is authorized to use different services offered by the BANK to the CLIENT by an automatic TELEPHONE-banking system or with the assistance of an employee of the bank providing the TELEPHONE-banking services (the OPERATOR) in case after having met these TERMS AND CONDITIONS, in ORDER to be able to use the service, the CLIENT contacts the BANK at the following phone numbers: +995 32 2 444 444 (the TELEPHONE-banking Number).

Note: The BANK offers the TELEPHONE-banking service to the CLIENT during business hours. The rule may be infringed, if due to the required system upgrades at the BANK, a TELEPHONE connection is temporarily out of ORDER. When the TELEPHONE-banking service can be used again after the business hours, the BANK shall inform the CLIENT about it.

- When the CLIENT contacts the BANK at the TELEPHONE-banking Number, he/she will automatically contact the BANK's TELEPHONE-banking service through that phone call. If the CLIENT does not fulfill any automatic TELEPHONE-banking service instruction, the system will contact the CLIENT with the OPERATOR.
- When using the Internet-banking service, the CLIENT visits a web-page: www.ibank.ge or www.eonline.ge goes to the Internet-bank page and follows relevant instructions using the UNIVERSAL IDENTIFIERS;
- If the Internet-banking service is restricted by any reason, in ORDER to further use the Internet-banking service, the CLIENT should visit the BANK office during business hours or contact the BANK via the TELEPHONE-banking Service.
- When using the Internet-bank, TELEPHONE-bank and Mobile-bank services, carrying out of the operation is not always synchronized with the received ORDER. The CLIENT's ORDER may not be fulfilled as soon as it is issued. Processing of some matters may take some time and in number of cases, it may be fulfilled within two BANKING DAYS upon submitting to the BANK except those cases stipulated for by law.

3.4.3 ORDERS of money transfer and other payments shall be deemed to be fulfilled by the BANK only if those ORDERS comply with the AGREEMENT signed by the CLIENT with the BANK or/and the relevant rules adopted by the BANK with any amendments to them made from time to time. The abovementioned transfers and payments may be not effected as soon as the ORDER is received, but the BANK will charge all relevant sums from the CLIENT's ACCOUNT(s) immediately upon receipt of such ORDERS. The BANK is authorized to set limits for the transfers by the

CLIENT via the CENTRALIZED REMOTE BANKING SERVICE (both at the BANK and outside). The BANK may change the abovementioned limits from time to time at its sole discretion.

- 3.4.4 The BANK may contact the CLIENT regarding any matter related to his/her ACCOUNT(s). When it contacts the CLIENT, it will never ask a question and/or ask for the information regarding the UNIVERSAL IDENTIFIERS. The OPERATOR asks the CLIENT questions from the CLIENT info, which is available at the BANK (e.g. OPERATIONS completed by the CLIENT) and which enables the OPERATOR to identify the CLIENT.
- 3.4.5 The CLIENT agrees and acknowledges that when using the TELEPHONE-banking service and/or talking to the OPERATOR, these TERMS AND CONDITIONS apply to the relevant phone conversation between the CLIENT and the BANK, which may without limitation refer to the CLIENT's ACCOUNT(s) or other products offered by the BANK to the CLIENT at given time or in future.
- 3.4.6 Safety Conditions for the TELEPHONE-banking Services
- To confirm that the ORDERS of the CLIENT under these TERMS AND CONDITIONS were properly fulfilled, to improve the TELEPHONE-banking service quality and for the CLIENT's safety reasons, the BANK is authorized to keep records of the conversation between the CLIENT and the BANK. The CLIENT agrees that the data received by that way may be used by the BANK as evidence, is a property of the BANK and has a legal power.
 - When the CLIENT contacts the BANK at the TELEPHONE-banking Number, an OPERATOR asks him/her for the UNIVERSAL IDENTIFIERS.
 - The OPERATOR completes the procedures established at the BANK in ORDER to identify the CLIENT. The BANK cannot serve the CLIENT if it considers that the CLIENT's identification is impossible.
 - Where the CLIENT uses the incorrect UNIVERSAL IDENTIFIERS three times consecutively, he/she will be no more able to use the TELEPHONE-banking Service. To use the TELEPHONE-banking Service again, the CLIENT must visit an office of the BANK during business hours.
 - The BANK shall not be held liable for the cases when a TELEPHONE conversation between the CLIENT and the BANK is compromised by any third person, unless the BANK acted deliberately or in gross negligence.
 - Where the CLIENT meets these safety norms, the BANK may rely upon the CLIENT's verbal ORDERS; the BANK is not liable for verification or further identification of the CLIENT, The CLIENT may not argue with the BANK due to such presumption. The CLIENT shall be fully responsible for observance of the safety rules and for keeping the UNIVERSAL IDENTIFIERS in secrecy. The use of the UNIVERSAL IDENTIFIERS by the third or any other persons shall be deemed the use of those UNIVERSAL IDENTIFIERS by the CLIENT.
- 3.4.7 Safety conditions for the Internet-bank and Mobile-bank services
- When visiting a relevant web-page, the CLIENT shall not leave a terminal or other equipment, through which he/she is connected to the web-page and shall not allow any third person to use the abovementioned web-page or terminal equipment until the CLIENT leaves the page and ensures that no third person is able to use it.
 - The CLIENT shall be obliged to immediately inform the BANK on any unauthorized use of the Internet-bank/Mobile-bank service or on any unauthorized OPERATION or ORDER, about which he/she got aware or which he/she suspected to be unauthorized, or when the CLIENT suspects that any third person knows his/her UNIVERSAL IDENTIFIERS. Upon the BANK's request, the CLIENT shall be obliged to render assistance to the BANK and/or law enforcement authorities in the reimbursement of all losses incurred through the unauthorized use of the Internet-bank/Mobile-bank services. The BANK may disclose the information about the CLIENT or his/her ACCOUNT(s) to the police or other third person, if the BANK believes that by disclosing this information it will be able to avoid or reimburse losses, the CLIENT agrees to such disclosure of the information by the BANK.
 - For safety reasons, the BANK may set limits for the quantity or size of OPERATIONS carried out by the CLIENT. The BANK shall inform the CLIENT on any changes in the abovementioned limits via a relevant remote channel.
 - The CLIENT shall be obliged to timely inform the BANK on any changes in his/her residence address or/and on any mistakes in the STATEMENT as he/she thinks or on any unauthorized OPERATION carried out. The CLIENT shall also be obliged to carefully check the OPERATION records and ACCOUNT(s) STATEMENTS. He/she shall be obliged to immediately inform the BANK on any discrepancy found by him/her.
- 3.4.8 The STATEMENTS of the OPERATIONS carried out by the Internet-bank and the CLIENT's ACCOUNT(s) will be recorded in the STATEMENT issued by the BANK, the CLIENT is entitled to receive such a STATEMENT via the Internet-banking service. The BANK may also deliver the STATEMENT to the CLIENT electronically or otherwise.
- 3.4.9 The CLIENT acknowledges and agrees to not to use the CENTRALIZED REMOTE BANKING SERVICE illegally or in a way that violates the rights of other parties (including without limitation the BANK);
- 3.4.10 In ORDER for the BANK to fulfill the CLIENT's ORDER regarding transfers or other OPERATIONS, the CLIENT should hold sufficient funds on his/her ACCOUNT(s);
- 3.4.11 By signing the AGREEMENT, the CLIENT applies and authorizes the BANK a) to rely and act in accordance with all ORDERS, which were authorized or which the BANK deems authorized by the CLIENT even if such ORDER contradicts with any other mandate issued at any time with regard to the CLIENT's ACCOUNTs or his/her activities; b) to charge any amount of money from the CLIENT's ACCOUNTs, which the BANK

- has paid or incurred for any ORDER, including all service costs associated with the ACCOUNT management and OPERATIONS carried out in accordance with the CLIENT's ORDER.
- 3.4.12 The BANK will accept an ORDER only if it was issued via the CENTRALIZED REMOTE BANKING SERVICE and using the UNIVERSAL IDENTIFIERS. The BANK is entitled but not obliged to verify the authenticity of the ORDER;
- 3.4.13 The CLIENT acknowledges and agrees that the BANK fulfills any ORDER issued by him/her, including charging his/her ACCOUNT(s), even if the authorization of the ORDER by the CLIENT did not take place; furthermore, the CLIENT is fully responsible for any unauthorized OPERATION or ORDER;
- 3.4.14 If a cost of the OPERATION or ORDER exceeds the limits established by the BANK, the BANK may at its sole discretion contact the CLIENT and verify the authorization of the OPERATION or ORDER. The BANK also may suspend such OPERATION until it verifies authorization of that OPERATION.
- 3.4.15 The BANK may at its sole discretion and to protect the INTERESTS of the CLIENT, suspend or terminate the CENTRALIZED REMOTE BANKING SERVICE without prior notification of the CLIENT, e.g. if the BANK suspects that safety rules are infringed or the CENTRALIZED REMOTE BANKING SERVICE should be terminated due to any other reasons;
- 3.4.16 The BANK will take measures to inform the CLIENT on suspension or termination of the CENTRALIZED REMOTE BANKING SERVICE by E-notification or any other means;
- 3.4.17 Upon the CLIENT's request, the BANK will take all possible measures to timely suspend or cancel ORDER fulfillment. At that, the BANK shall not bear responsibility for failure to meet the ORDER, unless the BANK failed to take adequate measures;
- 3.4.18 The CLIENT shall be responsible for accurate and complete ORDER submission to the BANK. The BANK shall be exempt from any liabilities incurred in result of failure to meet the abovementioned requirement.
- 3.4.19 The BANK shall reimburse the CLIENT a sum of the OPERATION carried out for any ORDER, which was sent by using the UNIVERSAL IDENTIFIERS without the CLIENT's authorization, in cases other than those specified in paragraph 3.4.20. Furthermore, when the BANK reimburses the CLIENT as described above, the BANK shall no more bear any responsibility against the CLIENT.
- 3.4.20 The CLIENT shall be held liable for any losses caused by any negligent action (including a sum of any OPERATION carried out without the CLIENT's authorization), by which the CLIENT promoted completion of the unauthorized OPERATION or acted in a fraudulent way. A negligent action includes without limitation infringement of the safety rules defined in this AGREEMENT.
- 3.4.21 As the CLIENT informs the BANK on an unauthorized OPERATION completed in result of using the Internet-banking service or that the Code(s) became known to the third person, or that the CLIENT has a reasonable doubt on the abovementioned, the CLIENT shall be no more liable for the unauthorized ORDER, which will be fulfilled after a sufficient time upon receipt of such notification, so that the BANK has a sufficient time to suspend the Internet-banking service unless the BANK is able to prove that the CLIENT acted deliberately or in gross negligence.
- 3.4.22 The BANK will take all possible measures to ensure correctness of any information delivered to the CLIENT through the CENTRALIZED REMOTE BANKING SERVICE regarding the information available in the BANK's computer system, or the information is supplied by the third party, the BANK shall ensure correctness of such information against that supplied to the BANK by the third party. Because of the complex nature of a product and the circumstances which are beyond the BANK's control, the BANK will not guarantee the correctness and authenticity of the information delivered via the CENTRALIZED REMOTE BANKING SERVICE. The BANK may decline further responsibility for the correctness and authenticity of some information accessible via the Internet-banking service and this will be specified on a relevant web-page. If the CLIENT relies upon such information, he/she should bear in mind such a disclaimer.
- 3.4.23 The BANK will not bear responsibility against the CLIENT, if:
- The CLIENT has insufficient funds on his/her ACCOUNT(s) or has spent an OVERDRAFT limit allowed on his/her ACCOUNT(s);
 - The system failed and the CLIENT knew or should have known about such failure prior to starting the OPERATION;
 - Persons or circumstances beyond the BANK's control interfere with the OPERATION notwithstanding the measures taken by the BANK;
 - The BANK did not receive a complete ORDER regarding a specific OPERATION;
 - The funds available on the ACCOUNT(s), which are required for carrying out of the OPERATION or a part of them is blocked ;
 - The OPERATION will exceed the limits of the ACCOUNT(s) or those established by the BANK;
 - The funds are subject to the law restrictions;
 - The CLIENT is in breach of the provisions under this AGREEMENT;
 - The BANK did not carry out the OPERATION in case it suspects a fraudulent or illegal action.
- 3.4.24 The BANK records serve as evidence of the relations of the CLIENT with the BANK, unless the records are clearly incorrect. The CLIENT acknowledges that the BANK records represent a legal document, although the records are not original.
- 3.4.25 The CLIENT understands and agrees that both the BANK of Georgia and the BANK's logo are registered trademarks. The BANK holds a license and owns all authorships on the BANK's web-page, through which the CLIENT uses the Internet-banking services.

- 3.4.26 The CLIENT shall be liable for all TELEPHONE costs and/or any other costs, incurred when using the CENTRALIZED REMOTE BANKING SERVICE via Internet provider. The BANK will charge the CLIENT with all costs associated with the OPERATION carried out under the CLIENT's ORDER in accordance with the conditions of the relevant ACCOUNT(s) or other AGREEMENTS governing the OPERATION.
- 3.4.27 By the date of the AGREEMENT, the BANK sets specific rates for the use of the CENTRALIZED REMOTE BANKING SERVICE, furthermore, the BANK reserves the right to change the rates in future or set new rates for the added CENTRALIZED REMOTE BANKING SERVICE. The BANK will inform the CLIENT on changing/setting the rates by mail, E-mail, the BANK web-page or any other means of communication. The CLIENT is authorized to cancel at any time any CENTRALIZED REMOTE BANKING SERVICE prior to changing/setting the above mentioned rates. If the CLIENT decides to continue using the CENTRALIZED REMOTE BANKING SERVICE after changing/setting the rates, he/she entitles the BANK to charge any of his/her ACCOUNT(s);
- 3.4.28 The web-page, by which the CLIENT connects to the Internet-banking Service, may be changed. The BANK is authorized to make such changes without notifying the CLIENT unless the PARTIES agreed to the notification of the abovementioned changes.
- 3.4.29 The BANK is authorized to send a safe notification to the CLIENT via the notification system of the CENTRALIZED REMOTE BANKING SERVICE. The BANK may send the CLIENT notifications on his/her ACCOUNT(s), products and services, the CLIENT uses at the BANK, including the matters related to the CENTRALIZED REMOTE BANKING SERVICE or other banking services.
- 3.4.30 The CLIENT agrees and states that he/she is fully responsible for connecting the CLIENT to the BANK's web-page through the internet provider's navigation system. Installation and operation of the required CLIENT's equipment, including the CLIENT's computer, modem and software,, as well as Internet access through the provider – is all the CLIENT's responsibility. The BANK is not responsible for any non-fulfillment caused by failure of the CLIENT's equipment or software. The BANK is also not responsible for the virus or other similar problems, which are related to the Internet banking service. The BANK shall not be liable for the losses caused by incompatibility of the CLIENT's software or equipment with the BANK system. The BANK reserves the right to change the system equipment requirements. The BANK will notify the CLIENT on any changes in the system equipment requirements, if such changes interfere with or restrict the use by the CLIENT of the Internet-banking services.
- 3.4.31 The BANK shall not be liable for damages or losses to the CLIENT's data, software, computer, telecommunications or other equipment and which are caused by the use of the Internet-banking services by the CLIENT unless such is caused by the BANK's negligence or deliberate action. The BANK shall not be responsible for any electronic virus or viruses, which may be detected on the CLIENT's equipment. As the BANK recommends, the CLIENT should regularly scan his/her computer, discs and other data storage equipment by a reliable anti-virus program to identify and delete any viruses. A virus may destroy the CLIENT's programs, files, as well as his/her computer. Furthermore, the CLIENT can accidentally send the virus to other computers.
- 3.4.32 General Provisions
- The provisions of other articles of these TERMS AND CONDITIONS refer to the conditions of Article 3.4. To avoid any doubt, such articles include Article 4 (The CLIENT's Representations), Article 6 (Payments), Article 7 (The Date of Enactment and Validity), Article 8 (Governing Law and Conflict Resolution), Article 9 (Information Use and Exchange/Confidentiality) and Article 10 (General Provisions).

3.5 SPECIFIC CONDITIONS OF SMS-BANKING SERVICES

3.5.1 Definition of terms: the words given in paragraph 3.5 shall have the following meanings:

PAYMENT	The payments to be made by the CLIENT via SMS-BANKING SERVICES and which may be charged by the BANK from the SMS-banking ACCOUNT(s) indicated by the CLIENT in the SMS-banking APPLICATION.
INFORMATION	The information supplied or to be supplied by the BANK to the CLIENT if, how and when the CLIENT specifies in the SMS-banking APPLICATION by receiving a short message on the CLIENT's phone (as described below).
SMS-BANKING SERVICE	Any and all types of services provided to and selected by the CLIENT in the SMS-banking APPLICATION and include supplying of the information requested by the CLIENT and making payments by the CLIENT.
SMS-BANKING APPLICATION	The APPLICATION to be filled out by the CLIENT to activate the SMS-BANKING SERVICE and in which specific parameters required for that service are indicated.
SMS-BANKING SERVICE CONDITIONS	Specific conditions of SMS-banking as per paragraph 3.5 (includes also the SMS-banking APPLICATION) and any or all attachments or instructions, which may be delivered by the BANK to the CLIENT. These conditions add to those (includes without limitation the Conditions of the REMOTE BANKING Service), which must be accepted (either in full or in part) by the CLIENT prior to filling out of the SMS-banking APPLICATION. In case of any discrepancy, these conditions of SMS-BANKING SERVICES shall prevail.
SHORT MESSAGES	A short message services provided by the mobile providers operating in Georgia during the term

	of the AGREEMENT or/and other similar electronic communication, which is offered or may be offered by the abovementioned mobile OPERATOR.
TELEPHONE	A mobile phone owned by the CLIENT which has a voice and data exchange functions with a phone number registered with the BANK.

3.5.2 The SMS-BANKING SERVICE scope:

- The BANK will provide the SMS-BANKING SERVICE to the CLIENT in accordance with the requirements and/or information specified by the CLIENT in the SMS-banking APPLICATION;
- To be able to use the SMS-BANKING SERVICE, the CLIENT should have a TELEPHONE and a number through which he/she will send ORDERS or/and receives information. Furthermore, the CLIENT must fill out, sign and return to the BANK the SMS-banking APPLICATION which describes these SMS-BANKING SERVICE conditions.

Note: The CLIENT's ORDER may not be fulfilled as soon as it is issued. Processing of some matters may take some time and in number of cases, it may be fulfilled within two BANKING DAYS upon submitting to the BANK, especially when a short message is sent after the end of business hours.

Reliance on information and authority to act:

The CLIENT understands that a phone number given to the BANK is in his/her ownership and if he CLIENT fails to inform the BANK on any changes in this regard, any information sent/received on this phone shall be deemed sent/received by the CLIENT. The CLIENT acknowledges and assumes responsibility for immediately informing the BANK on any changes in the phone number, loss of the phone, cancellation of phone ownership by the CLIENT or/and any other changes which may affect the SMS-BANKING SERVICE provision by the BANK to the CLIENT. In any case, the CLIENT shall be responsible for all ORDERS sent to the BANK by the TELEPHONE and authorizes the BANK to fulfill those ORDERS, process any or all OPERATIONS, accept the SMS-BANKING SERVICE fees or pay money to the third persons as the CLIENT requests; take all measures to fulfill the ORDERS, which include without limitation receiving and sending relevant information unless prior to receiving the ORDERS, the CLIENT informed the BANK on any changes with regard to the phone and such information was sent to and recorded at the BANK in a written form. The CLIENT will not argue with the BANK regarding any action taken by the BANK in ORDER to fulfill the ORDER.

3.5.3 Storage and usage of INFORMATION

The CLIENT understands and acknowledges that the BANK at its sole discretion may record any ORDER received or sent by phone and keep such INFORMATION in a form and manner it will deem appropriate. The CLIENT acknowledges that the BANK may rely upon such INFORMATION and use it on any proceedings as evidence.

3.5.4 Authority to offer services and make amendments

The CLIENT authorizes the BANK to send short messages to the CLIENT's phone in accordance with the SMS-BANKING SERVICE conditions, until the BANK receives a different written instruction from the CLIENT. The CLIENT understands and acknowledges that he/she has read the SMS-BANKING SERVICE conditions as well as that he/she will read INFORMATION on any amendments made to those conditions and sent to the CLIENT. The CLIENT understands that the BANK may in future revise or change the SMS-BANKING SERVICE conditions or/and other provisions of this AGREEMENT and agrees to accept unconditionally the changed SMS-BANKING SERVICE conditions. Furthermore, the CLIENT also understands that if he/she decides to carry out an OPERATION or to send an ORDER to carry out an OPERATION, the SMS-BANKING SERVICE conditions adopted at the BANK at that time will apply to the CLIENT.

3.5.5 Meeting by the BANK of the SMS-BANKING SERVICE conditions

The BANK will endeavor to fulfill all ORDERS received from the CLIENT. Furthermore, the BANK will not guarantee that a received ORDER will be fulfilled immediately because fulfillment by the BANK of the CLIENT's ORDERS depends on different electronic technologies supplied to the BANK by intermediaries. Therefore, the CLIENT's ORDERS may be received and/or INFORMATION may be sent to the CLIENT with delay. The BANK may not guarantee that it always receives ORDERS from the CLIENT. The BANK will not be liable for any losses, damages, direct or indirect costs incurred by the CLIENT in result of such delay. ORDER processing and fulfillment depends on whether there are sufficient funds/limits on the CLIENT's ACCOUNT(s). If no sufficient funds are available, the BANK will not be liable for the ORDER fulfillment. The BANK is not responsible for the mobile phone service and it will not be a party in any agreement which may be concluded between the CLIENT and a provider of such mobile services. For providing such services to the CLIENT, only the mobile service provider will be responsible. The BANK will not be a party in any conflict which may arise between the CLIENT and the mobile service provider; The BANK shall be entitled to charge the CLIENT's ACCOUNT(s) with the SMS-BANKING SERVICE fees without acceptance or if the funds are not sufficient, receive the fees to be paid by the CLIENT in any form acceptable to it (including charging any other ACCOUNTs of the CLIENT opened with the BANK); The BANK will rely upon any electronic ORDER received from the CLIENT by SMS and the BANK shall not be held liable for verification of the sender's identity or authenticity of the received SMS. The CLIENT will in no circumstances argue with the BANK for its reliance upon such ORDERS. The CLIENT shall be responsible for any unauthorized use of the TELEPHONE by the third persons. The CLIENT is the only one responsible for notifying the BANK on any changes with regard to the

phone (including without limitation a phone number change etc.) and the BANK will not be responsible an liable for any losses, damages or costs incurred by the CLIENT due to his/her failure to notify the BANK on time.

The BANK reserves the right but is not liable for making amendments, improve or/and change SMS-BANKING SERVICES from time to time;

The BANK reserves the right to periodically, at its sole discretion establish additional fees for any or/and all types of the SMS-BANKING SERVICES.

The CLIENT shall give the BANK all types of INFORMATION and render assistance to it so that the BANK is able to meet the liabilities under the SMS-BANKING SERVICES;

The BANK may at its sole discretion accept from the CLIENT a request of cancellation of any ORDER or OPERATION provided that the BANK has not proceeded with the ORDER or OPERATION so far. The BANK will not be liable for any delayed payment or costs (whether direct or indirect) incurred by reason of such cancellation. The CLIENT will not argue with the BANK on the method or form, by which the BANK may cancel ORDERS or OPERATIONS.

3.5.6 Indemnification, limited liability, no guarantee

- a. Unless otherwise specified in the SMS-BANKING SERVICE conditions, the provisions on “indemnification” and “limited liability” given in Article 5 below will apply to the SMS-BANKING SERVICE as well;
- b. The BANK will not guarantee with regard to the SMS-BANKING SERVICE that no rights of the third parties will be violated.

3.5.7 General Provisions

Provisions of other Articles of these TERMS AND CONDITIONS apply to the SMS-BANKING SERVICE conditions as well. To avoid doubts, such Articles include Article 4 (CLIENT’s Representations), Article 6 (Payments), Article 7 (Date of Enactment and Validity), Article 8 (Governing Law and Conflict Resolution), Article 9 (INFORMATION usage and exchange/confidentiality) and Article 10 (General Provisions).

3.6 ONLINE PAYMENT SERVICE

3.6.1 The ONLINE PAYMENT SERVICE enables the CLIENT to pay utility fees as well as purchase some goods and services using the BANK’s plastic CARDS. The ONLINE PAYMENT SERVICES may be used by the CLIENT through the web-page www.epay.ge.

3.6.2 The ONLINE PAYMENT SERVICES will be automatically activated as soon as the BANKING SERVICE AGREEMENT comes into effect. Specific conditions of the ONLINE PAYMENT SERVICE will be placed on the web-page: www.epay.ge and the CLIENT will be authorized to use the ONLINE PAYMENT SERVICE only upon accepting the abovementioned TERMS AND CONDITIONS.

3.7 PERMANENT PAYMENT ORDER SERVICE

3.7.1 A right to use the PERMANENT PAYMENT ORDER SERVICE is granted to both universal and standard ACCOUNT holders, automatically, as soon as the universal or standard ACCOUNT is opened and this right will be activated only as the CLIENT fills out a relevant APPLICATION.

3.7.2 When applying for the PERMANENT PAYMENT ORDER SERVICE under the AGREEMENT, the CLIENT is able to charge his/her own ACCOUNT(s) without acceptance and transfer any pre-defined money or a pre-agreed part of the funds available on the ACCOUNT(s) to the pre-defined ACCOUNT(s) on the pre-defined dates;

3.7.3 The PERMANENT PAYMENT ORDER SERVICE will be activated for the CLIENT after he/she fills out the APPLICATION, in accordance with the parameters specified in the same APPLICATION;

3.7.4 Fulfillment of such Permanent payment ORDER of the CLIENT depends on whether there are sufficient funds available on the CLIENT’s ACCOUNT(s), which are specified in the Permanent Payment ORDER APPLICATION. Otherwise, the ORDER will not be fulfilled by the BANK.

3.7.5 The CLIENT shall pay a subscription fee for the Permanent Payment ORDER. The BANK is authorized to cease providing the PERMANENT PAYMENT ORDER SERVICE to the CLIENT if the PERMANENT PAYMENT ORDER SERVICE subscription fee has not been paid for minimum the last 6 (six) months.

3.8 SPECIFIC TERMS AND CONDITIONS OF AUTOMATIC PAYMENT SERVICE

3.8.1 Definition of terms: the words given in paragraph 3.8 shall have the following meanings:

AUTOMATIC PAYMENT SERVICE	Payments of the subscribers defined by the CLIENT paid by the BANK from the CLIENT’s ACCOUNT, upon a one-time ORDER and during the validity of this ORDER to the pre-defined PROVIDER(s) within the funds available on the CLIENT’s ACCOUNT(s) by the time of fulfillment of that ORDER;
ORDER	A periodically repeated ORDER issued by the CLIENT to the BANK on the AUTOMATIC PAYMENT SERVICE. For a single ORDER, periodically repeated payments are effected per specific subscriber, as a single specific PAYMENT (either fixed or variable sum) and as a single specific BILLING DAY TYPE (either fixed or variable)
CLIENT	Any physical person, who holds at least one current universal ACCOUNT opened with the BANK and uses the AUTOMATIC PAYMENT SERVICE;
PROVIDER COMPANY	Utility, communication or other supplier company, fees of which are paid by the CLIENT via the AUTOMATIC PAYMENT SERVICE
Subscriber	A physical person whom the PROVIDER COMPANY provides services;
Payment(s)	Money to be paid by the CLIENT to the PROVIDER COMPANY for the services provided or to be provided either in full or/and in part;

Billing System	Data base of the PROVIDER COMPANY, where all subscriber ACCOUNTs are given separately and to which the BANK has an electronic access allowed by the PROVIDER COMPANY;
Billing Day	A day when the program starts fulfilling an ORDER.

- 3.8.2 A right to use the AUTOMATIC PAYMENT SERVICE is granted to the CLIENTs who hold the universal current ACCOUNTs. Automatically, as soon as the universal current ACCOUNT is opened and this authority is activated only after the CLIENT fills out a relevant APPLICATION;
- 3.8.3 When applying for the AUTOMATIC PAYMENT SERVICE as defined in the AGREEMENT, the CLIENT gives one or more ORDERS to the BANK to charge the CLIENT's ACCOUNT(s) by the pre-defined date and transfer by the same date the funds to cover debts against the PROVIDER COMPANY(COMPANIES) connected to the AUTOMATIC PAYMENT SERVICE;
- 3.8.4 The AUTOMATIC PAYMENT SERVICE will be activated for the CLIENT upon filling out by him/her a relevant APPLICATION, in accordance with parameters specified in the APPLICATION;
- The CLIENT is authorized to choose for the ORDER fulfillment ACCOUNT a universal credit card ACCOUNT. For the ORDER fulfillment ACCOUNTs, at least one and maximum three ACCOUNTs may be chosen. A priority of the ACCOUNT is defined by the CLIENT based on a relevant APPLICATION, at that, if by any reason any ACCOUNT is cancelled/closed, it is replaced by the ACCOUNT, which is next by priority etc. Where the priority ACCOUNT relevant to the ACCOUNT replaced in the priority list may not be used under applicable legislation or the rules and conditions established at the BANK, it shall be replaced by the next priority ACCOUNT.
 - Among the ORDER fulfillment ACCOUNTs, a main one is defined. The main ACCOUNT shall be only in GEL. If this ACCOUNT holds insufficient or no funds for fulfilling an ORDER, a required part of the funds will be refilled from other ACCOUNTs, in the ORDER as specified in the AUTOMATIC PAYMENT SERVICE APPLICATION.
 - An ORDER will be fulfilled and/or the funds required for the ORDER fulfillment will be carried from other ACCOUNTs till the next billing day, if on the ORDER fulfillment day a minimum balance established on the main ACCOUNT is not sufficient.
 - If the CLIENT selected a universal ACCOUNT as an ORDER fulfillment ACCOUNT, the ORDER will be fulfilled from the GEL ACCOUNT, if the funds are insufficient or fully spent on this ACCOUNT, a required part of the funds will be charged to other ACCOUNT(s) for carrying to the GEL ACCOUNT in the following ORDER: USD, Euro, GBP.
 - if an ORDER or a part of it is fulfilled from the foreign currency ACCOUNT, money will be charged at the commercial exchange rate established by the BANK by the time of charging.
- 3.8.5 An ORDER fulfillment ACCOUNT is chosen by the CLIENT, but where he/she gives several ORDERS at a time to the BANK, for all those ORDERS, only one, common ACCOUNT may be chosen.
- 3.8.6 The CLIENT is authorized when giving several ORDERS to the BANK to define the ORDER priority in a relevant APPLICATION;
- The BANK will fulfill several ORDERS issued on the same billing day in accordance with a priority defined by the CLIENT in a relevant APPLICATION;
 - Notwithstanding a priority among several ORDERS issued on the same billing day, an ORDER of the lowest priority will still be fulfilled, if the funds available on the ACCOUNT were not sufficient for the fulfillment of the higher priority ORDER, but were sufficient for the lower priority ORDER.
- 3.8.7 For a single ORDER, the CLIENT is authorized to choose either a fixed or changeable billing day for the ORDER fulfillment, as well as either a fixed or variable amount for the payment of fees. To avoid any doubts, the CLIENT may choose a changeable billing day for the ORDER fulfillment only at the BANK's consent;
- 3.8.8 The CLIENT is authorized, for each ORDER submitted to the BANK, to define a maximum amount of the ORDER fulfillment; to choose whether the ORDER is to be fulfilled till the next billing day where a sum of the fees exceeds the maximum amount of the ORDER fulfillment or to choose to fulfill the ORDER within the limits of the maximum amount.
- 3.8.9 Notwithstanding how many ORDERS are given to the BANK by the CLIENT within the limits of the AUTOMATIC PAYMENT SERVICE, the CLIENT shall pay any subscription fees for the AUTOMATIC PAYMENT SERVICE;
- The service fee will be charged also if for the past month, the AUTOMATIC PAYMENT SERVICE was active but by the time of charging service fees the CLIENT did not use the service by whatsoever reason;
 - Where the service fees are not paid for 6 (six) consecutive months, the AUTOMATIC PAYMENT SERVICE will be deactivated for the CLIENT;
- 3.8.10 The CLIENT is authorized to make amendments to the ORDER given by him/her to the BANK for the AUTOMATIC PAYMENT SERVICE, but such amendments may be made only if no subscription fees are payable by the time of such amendment;
- 3.8.11 The AUTOMATIC PAYMENT SERVICE depends on whether there are sufficient funds on the CLIENT's ACCOUNT(s), which are specified in the AUTOMATIC PAYMENT SERVICE APPLICATION filled out by the CLIENT. Otherwise, the BANK will not fulfill the ORDER.
- 3.8.12 The BANK is authorized to send INFORMATION on the ORDER fulfillment by SMS to the CLIENT's mobile phone. The BANK shall bear no responsibility if the SMS is not received on the CLIENT's mobile phone by whatsoever reason;

3.8.13 In case of change/cancellation of the CLIENT's mobile phone number, the CLIENT shall be responsible for giving such INFORMATION to the BANK.

3.8.14 Indemnification, limited liability and no guarantee

- The BANK shall be held liable for the claim of the CLIENT for damages against the BANK only where the damages are caused by a mistake made by the BANK when paying the fees - by sending the INFORMATION to the PROVIDER COMPANY in delay, incorrectly, incompletely and/or inaccurately and/or by late fulfillment of the fees payment ORDER when there were sufficient funds on the CLIENT's ACCOUNT to fulfill the ORDER on the billing day. To avoid doubts, the BANK will not be responsible for the abovementioned, if it is caused by the CLIENT sending inappropriate date or/and if the PROVIDER COMPANY inappropriately fulfils its liabilities.
- Unless otherwise specified in the AUTOMATIC PAYMENT SERVICE TERMS AND CONDITIONS, the provisions on "indemnification" and "limited liability", described in Article 5 below, will also apply to the AUTOMATIC PAYMENT SERVICE.

3.9 CURRENCY EXCHANGE

3.9.1 The BANK will provide currency exchange services to the CLIENT. The currency exchange OPERATIONS mean selling of the funds available on a currency ACCOUNT of the CLIENT in exchange of the other ACCOUNT. The BANK will carry out the currency exchange OPERATION in accordance with the CLIENT's APPLICATION at the commercial rate established at the BANK.

3.9.2 The BANK undertakes carrying out the currency exchange OPERATION on the CLIENT's standard or/and universal ACCOUNTs where the funds available are sufficient for carrying out such an OPERATION and crediting the sum purchased by the CLIENT upon completion of the currency exchange OPERATION on the date of exchange (write off and credit the sums to the CLIENT's ACCOUNTs) specified in the APPLICATION.

3.9.3 The BANK is authorized to block the funds available on the CLIENT's standard and/or universal ACCOUNTs upon receipt from the CLIENT of the currency exchange APPLICATION till the completion of the OPERATION for the funds to be sold by the CLIENT as specified in the APPLICATION (including a fee for the OPERATION) (until required funds are charged/credited to the ACCOUNTs or in case of failure by the BANK to carry out the OPERATION).

3.9.4 The BANK assumes no liability for the fulfillment of the currency exchange OPERATION APPLICATION if a currency exchange rate established by the BANK does not meet the exchange rate limitation requirements. The exchange rate limitation means the requirement of the currency exchange OPERATION only at the rate specified in the APPLICATION.

3.9.5 To complete the currency exchange OPERATIONS, the CLIENT shall meet the general rules adopted at the BANK (deadlines for submitting an APPLICATION, rules of filling out etc.) and pay the COMMISSIONS of the said OPERATION in accordance with the rates applicable at the BANK by that time unless otherwise agreed by the PARTIES.

3.10 RULES AND CONDITIONS OF PAYING THE SERVICE SUBSCRIPTION COMMISSIONS

3.10.1 The CLIENT shall be liable for paying the SERVICE subscription COMMISSIONS as specified in paragraphs 3.1, 3.2, 3.7 and 3.8 (the Subscription COMMISSIONS) at the rate applicable at the BANK by the time of payment, unless otherwise determined by additional agreement of the PARTIES. The INFORMATION on the rates applicable at the BANK may be seen by the CLIENT on the BANK web site or/and at the service centers of the BANK.

3.10.2 The subscription COMMISSIONS shall be paid by the CLIENT in each following calendar month on the BANKING DAY defined by the BANK and where there is agreement with the BANK, with the agreed periodicity and dates.

3.10.3 The BANK is authorized, in accordance with the rates applicable at the BANK, at its sole discretion, to write off without acceptance from the CLIENT's ACCOUNT(s) and in case of agreement with the CLIENT, in the agreed ORDER, the subscription COMMISSIONS. If the subscription COMMISSIONS and the funds available on the ACCOUNT(s) are in different currencies, the BANK will convert the funds at the commercial rate established at the BANK by the date of payment, a cost of which will also be written off from the CLIENT's ACCOUNT(s) and the converted amount will be used for paying the subscription COMMISSIONS.

3.10.4 The BANK is authorized, where there is no sufficient funds available on the CLIENT's ACCOUNT(s) for the subscription COMMISSIONS, to write off a part of the subscription COMMISSIONS in the amount of the funds available on the ACCOUNT(s) and to write off a remained part of the subscription COMMISSIONS as soon as any funds are credited to the ACCOUNT(s).

3.11 SPECIFIC TERMS AND CONDITIONS OF E-MAIL-BANKING SERVICE

3.11.1 Via the E-MAIL-BANKING SERVICE, the CLIENT is authorized to use various services offered by the BANK to the CLIENT with the assistance of a relevant employee of the BANK (the OPERATOR) if the CLIENT contacts the BANK for the use of the E-MAIL-BANKING SERVICE to the e-mail address specified in the E-MAIL-BANKING APPLICATION.

3.11.2 The BANK offers the CLIENT the E-MAIL-BANKING SERVICE during business hours. This condition may be disregarded if the E-mail connection is temporarily out due to the required system upgrades at the BANK and when the use of the E-MAIL-BANKING SERVICE is available after the end of business hours, the BANK will inform the CLIENT on the abovementioned.

3.11.3 For using the E-MAIL-BANKING SERVICE, the CLIENT should have an E-mail.

3.11.4 When the CLIENT contacts the BANK at the E-mail address specified in the E-MAIL-BANKING APPLICATION, the CLIENT will contact the BANK's E-MAIL-BANKING SERVICE.

- 3.11.5 Via the E-MAIL-BANKING SERVICE and by giving a relevant ORDER to the BANK, the CLIENT is authorized to carry out the OPERATIONS specified in the relevant E-mail banking APPLICATION:
- 3.11.6 Transfer and other payment ORDERS will be accepted by the BANK only if the ORDERS comply with the AGREEMENT between the BANK and the CLIENT and/or with relevant rules adopted by the BANK including any amendments thereto made from time to time. The abovementioned transfers and payments may not be carried out immediately upon receipt of the ORDER, but the BANK will charge any required funds in full to the CLIENT's ACCOUNT(s) as soon as the ORDER is received. The BANK is authorized to set certain limits on the transfers made via the E-MAIL-BANKING SERVICE (both within the bank and outside). The BANK is authorized to change the abovementioned limits periodically, at its sole discretion.
- 3.11.7 To confirm that the CLIENT's ORDERS under these TERMS AND CONDITIONS were appropriately fulfilled by the BANK, in ORDER to improve the E-MAIL-BANKING SERVICE and for the CLIENT's safety reasons, the BANK is authorized to maintain the correspondence between the BANK and the CLIENT. The CLIENT agrees and acknowledges that the data obtained by the BANK in this way may be used by the BANK as evidence, are a property of the BANK and have legal power.
- 3.11.8 Safety conditions
- When the CLIENT contacts the BANK at the e-mail address specified in the relevant E-MAIL-BANKING APPLICATION, he/she will be asked by the OPERATOR via an e-mail or any other communication means for the identification in accordance with the procedures adopted at the BANK.
 - The CLIENT will be identified by the OPERATOR with the procedures established at the BANK for the CLIENT identification purposes. The BANK will not be able to serve the CLIENT if it deems the CLIENT identification impossible.
 - Where the CLIENT meets all safety norms under these TERMS AND CONDITIONS, the BANK may rely upon the CLIENT's ORDERS; the BANK is not liable for verification or further identification of the CLIENT. The CLIENT may not argue with the BANK by reason of such presumption. The CLIENT shall be fully responsible for observing the safety rules.
- 3.11.9 THE CLIENT'S ORDERS
- When the CLIENT undergoes all the above mentioned safety measures, the BANK is authorized to fulfill the CLIENT's ORDERS in accordance with these TERMS AND CONDITIONS, including without limitation any transfers from the ACCOUNT(s), even if such ORDERS were not issued by the CLIENT or the ORDERS are issued without the CLIENT's authorization. Furthermore, after the CLIENT informs the BANK that he/she suspects or knows the facts of unauthorized use of the E-MAIL-BANKING SERVICE or that any third person might had or have some access to the CLIENT's e-mail as specified in the relevant E-MAIL-BANKING SERVICE APPLICATION, the CLIENT will not be responsible for any unauthorized ORDER, which will be carried out after the period sufficient for the BANK to take the safety measures upon receipt of such notification unless the CLIENT acted in a fraudulent way.
 - The BANK is authorized: a) to convert the CLIENT's ORDER (ORDER details and data) sent by the CLIENT to the BANK's e-mail address as specified in the E-MAIL-BANKING APPLICATION to the desired electronic format (including Word, PDF), send the ORDER to the CLIENT as a reply e-letter and ask him/her for the confirmation of the correctness of the ORDER and the CLIENT's request to fulfill that ORDER (by sending a reply confirmation e-mail to the e-mail, by which the BANK asks for confirmation) till the end of the day the abovementioned e-mail was sent (till 18:00). If in compliance with the abovementioned conditions the CLIENT fails to send the abovementioned confirmation e-mail to the BANK, the latter is authorized, without explanation, to not to fulfill the said ORDER, or/and b) to contact the CLIENT at the mobile phone number as specified in the form of the CLIENT's registration with the banking system and ask the CLIENT for the confirmation of the correctness of the ORDER and of the CLIENT's request to fulfill the ORDER sent to the BANK's e-mail address as specified in the relevant E-MAIL-BANKING APPLICATION. If the BANK is not able to contact the CLIENT at his/her mobile phone number for the abovementioned confirmation purposes till the end of the day the ORDER to be confirmed by the CLIENT was sent to the BANK (till 18:00) (where the abovementioned day is a non-BANKING DAY, till the end of the following BANKING DAY), the BANK may without explanation reject the abovementioned ORDER fulfillment.
 - The BANK is authorized to reject the ORDER fulfillment if such ORDER stands for the OPERATION, which exceeds a relevant limit, or when such rejection is reasonable at the BANK's discretion, or there is a doubt that the safety rules are disregarded. The BANK will notify the CLIENT on such rejection.
- 3.11.10 Cancellation and temporary suspension of the E-MAIL-BANKING SERVICE, amendments thereto
- The BANK is authorized to cancel or suspend the E-MAIL-BANKING SERVICE provision either in full or in part at any time. The BANK will take all possible measures to notify the CLIENT in advance on the abovementioned, but it can be impossible sometimes.
 - The BANK reserves the right to make amendments in these TERMS AND CONDITIONS of the E-MAIL-BANKING SERVICE provision, including without limitation adoption of new instructions. If such amendments are prejudicial to the CLIENT and restrict his/her rights under these TERMS AND CONDITIONS, the BANK shall notify the CLIENT on the abovementioned amendments prior to the enactment of those amendments. The BANK is authorized to make any other amendments and inform the CLIENT on it afterwards. Any such amendment will be

enacted from the date specified in the notice. Where the CLIENT uses the E-MAIL-BANKING SERVICE after receiving the notice on the amendments, it means that he/she agrees to and accepts the amendments and the BANK is authorized to unilaterally, at any time, define the E-MAIL-BANKING SERVICE COMMISSIONS or/and change the COMMISSIONS and the terms of payment thereof. If for the last 6 (six) accounting months the E-MAIL-BANKING COMMISSIONS have not been paid, the BANK may unilaterally terminate the E-MAIL-BANKING SERVICE provision to the CLIENT.

- The E-MAIL-BANKING SERVICE COMMISSIONS can be seen at: www.bankofgeorgia.ge.

3.11.11 Indemnification, limited liability

- Except the abovementioned, unless these Terms and TERMS AND CONDITIONS provide otherwise, the provisions of indemnification and limited liability apply to these TERMS AND CONDITIONS of E-MAIL-BANKING SERVICE.

3.11.12 General Provisions

- The provisions of other articles of these TERMS AND CONDITIONS refer to the conditions of Article 3.12. To avoid any doubt, such articles include Article 4 (The CLIENT's Representations), Article 6 (Payments), Article 7 (The Date of Enactment and Validity), Article 8 (Governing Law and Conflict Resolution), Article 9 (INFORMATION Use and Exchange/Confidentiality) and Article 10 (General Provisions).

3.12 COURIER SERVICE TERMS AND CONDITIONS

3.12.1 Definition of terms: the words given in paragraph 3.12 shall have the following meanings:

COURIER SERVICE	Use of the services offered by the BANK based on the relevant APPLICATION without visiting the BANK;
COURIER	A physical person, who arranges for the transportation of the envelopes from the BANK to the CLIENT and vice-versa through a carrier company;
IDENTIFICATION DOCUMENT	The CLIENT's IDENTIFICATION DOCUMENT established in accordance with the procedure adopted at the BANK.

3.12.2 The BANK offers the CLIENT the COURIER-SERVICE provision during a BANKING DAY. This condition may be violated if the COURIER SERVICE is temporarily out of ORDER.

3.12.3 For the use of the COURIER SERVICE, the CLIENT's request shall be recorded at the BANK by an authorized (registered with the BANK) TELEPHONE number or E-MAIL-BANKING;

3.12.4 In case of the COURIER-SERVICE request and use as per established procedure, the CLIENT:

- Agrees to and accepts the TERMS AND CONDITIONS of the COURIER SERVICE offered by the BANK;
- Is obliged to specify the correct address where the courier must arrive, present to the courier only those IDENTIFICATION DOCUMENTS, which were agreed with the BANK and personally receive an envelope addressed to him/her ;
- Is obliged to check integrity of the delivered envelopes and of the seal. If the envelope's and/or seal's integrity is damaged, he/she must immediately contact the BANK to inform it on the damage;
- Shall in person sign the documents delivered by the courier if required, in the presence of courier and in accordance with the facsimile attested at the BANK;
- Shall not disclose a content of the ORDER or/and sent/received document(s) to the courier. After opening the envelopes addressed to him/her, the CLIENT shall not give the envelope(s) or/and a copy of the IDENTIFICATION DOCUMENT attached to it to the courier and shall keep confidentiality.
- Depending on the service nature, where documentation must be sent to the BANK, he/she shall put the documentation into the empty envelope sent by the BANK and seal it appropriately prior to delivering it to the Courier.

3.12.5 The BANK is authorized to write off from the CLIENT's ACCOUNT, at the rates applicable at the BANK, without acceptance, the COURIER SERVICE COMMISSIONS.

3.12.6 The BANK is authorized to set limits for the transfers made by the CLIENT via the COURIER SERVICES (both within the BANK and outside). The BANK is authorized to change the limits from time to time at its sole discretion.

3.12.7 To confirm appropriate fulfillment by the BANK of the ORDERS given through the COURIER SERVICE, to improve the COURIER SERVICE quality and for the CLIENT's safety reasons, the BANK is authorized to keep any correspondence of the CLIENT with the BANK and phone conversations between them. The CLIENT agrees and acknowledges that the data obtained by the BANK in this way may be used by it as evidence and are owned by the BANK and have a legal power.

3.12.8 Safety Provisions

- If the CLIENT contacts the BANK by the authorized phone (registered with the BANK) or via E-MAIL-BANKING, the BANK will ask him/her for undergoing the identification procedures via e-mail or any other means;
- The CLIENT's identification is also made through the courier, upon arrival to the address specified by the CLIENT;
- The CLIENT will be identified both by the BANK and Courier in accordance with the procedures adopted at the BANK. The BANK will not be able to serve the CLIENT, if it deems that the CLIENT's identification is impossible;
- Where the CLIENT meets all safety requirements under these TERMS AND CONDITIONS, the BANK is authorized to rely upon the CLIENT's ORDER. The BANK is not responsible for the verification and further identification of the CLIENT. The CLIENT is fully responsible for observing the safety rules.
- The BANK is authorized to reject the ORDER fulfillment if such ORDER stands for the OPERATION, which exceeds a relevant limit, or when such rejection is reasonable at the BANK's discretion, or there is a doubt that the safety rules are disregarded. The BANK will notify the CLIENT on such rejection;

3.12.9 Cancellation and temporary suspension of the COURIER SERVICE, amendments thereto

- The BANK is authorized to cancel or suspend the COURIER SERVICE provision either in full or in part at any time. The BANK will take all possible measures to notify the CLIENT in advance on the abovementioned, but it can be impossible sometimes.
- The BANK reserves the right to make amendments in these TERMS AND CONDITIONS of the COURIER SERVICE provision, including without limitation adoption of new instructions.

3.12.10 General Provisions

- The provisions of other articles of these TERMS AND CONDITIONS refer to the conditions of Article 3.12. To avoid any doubt, such articles include Article 4 (The CLIENT's Representations), Article 6 (Payments), Article 7 (The Date of Enactment and Validity), Article 8 (Governing Law and Conflict Resolution), Article 9 (INFORMATION Use and Exchange/Confidentiality) and Article 10 (General Provisions).

3.13 CONSUMER CREDIT ISSUED VIA THE REMOTE BANKING SERVICE

3.13.1 Definition of terms: the words used in paragraph 3.13 shall have the following meanings:

CONSUMER CREDIT	Funds issued by the BANK to the CLIENT via the REMOTE BANKING SERVICE, in compliance with the TERMS AND CONDITIONS of the AGREEMENT, based on the principles of repayment, price, security and term.
CONSUMER CREDIT AMOUNT	The amount agreed between the CLIENT and the BANK via the REMOTE BANKING SERVICE;
CREDIT SERVICE ACCOUNT	A target ACCOUNT opened with the BANK and used by the BANK for the banking OPERATIONS related to the CONSUMER CREDIT
PENALTY	an amount to be paid by the CLIENT for failure to fulfill or to properly fulfill the financial or/and other liabilities assumed by the CLIENT under the AGREEMENT and via the REMOTE BANKING service, a size and terms of payment of which are defined in the AGREEMENT and specific provisions of which are agreed between the CLIENT and the BANK via the REMOTE BANKING SERVICE.
COMMISSIONS	Under and in accordance with the AGREEMENT, a fee set by the BANK for the CLIENT for the use of the CONSUMER CREDIT, a size and terms of payment of which are defined in the AGREEMENT and specific provisions of which are agreed between the BANK and the CLIENT via the REMOTE BANKING service
INTEREST	Under and in accordance with the AGREEMENT, an INTEREST set by the BANK to be paid to it for the use of the CONSUMER CREDIT which is usually calculated by either a fixed or variable percentage of the relevant used amount and a size and terms of payment of which are defined in the AGREEMENT and specific provisions of which are agreed between the BANK and the CLIENT via the REMOTE BANKING service.

3.13.2 Only in case of the BANK's offer, when using the CONSUMER CREDIT issued via the REMOTE BANKING service as stipulated for by the AGREEMENT, the CLIENT is able to have the CONSUMER CREDIT via the REMOTE BANKING service, using the relevant ACCESS CODES, with the following conditions as maximum:

- A volume and currency of the CONSUMER CREDIT: maximum 50,000.00 (fifty thousand) GEL or its equivalent in other currency;
- INTEREST to be accrued on the CONSUMER CREDIT AMOUNT: 1.9% per month or maximum yearly 90 (ninety) %;
- CONSUMER CREDIT term: maximum 48 months;
- Commission of the utilized CONSUMER CREDIT AMOUNT: a) 0%, b) maximum 2%, minimum 30 GEL or/and 4%, maximum 19 GEL, according to the TERMS AND CONDITIONS of specific products defined by the BANK;
- Periodicity of paying the INTEREST accrued to the utilized CONSUMER CREDIT AMOUNT: monthly;

- Maximum volume of the INSURANCE MANAGEMENT COMMISSIONS: 10 units according to the loan currency; payment periodicity: similar to the periodicity of payment of the INTEREST accrued to the CONSUMER CREDIT AMOUNT;
- FINE for advanced repayment of the CONSUMER CREDIT or/and INTEREST: maximum 2%;
- FINE for late payment of the utilized CONSUMER CREDIT AMOUNT and/or the INTEREST accrued thereto: maximum 0.5%.

3.13.3 The relations for the CONSUMER CREDIT are governed by these TERMS AND CONDITIONS.

3.13.4 INTEREST, COMMISSIONS and methods of accrual and calculation thereof:

- Maximum size of the INTEREST and COMMISSIONS is defined by the AGREEMENT and a specific INTEREST and COMMISSIONS for each CONSUMER CREDIT are agreed between the CLIENT and the BANK via the REMOTE BANKING SERVICE;
- The INTEREST is calculated by the days of factual usage of the CONSUMER CREDIT as defined by the AGREEMENT, for 365 (three hundred sixty five) days;
- The COMMISSIONS are calculated in the form and periodicity as defined by the AGREEMENT. Including, where annual COMMISSIONS are stipulated, then it will be calculated in the way the INTEREST is to be calculated, in all other cases, it is to be calculated by other methods as defined by the AGREEMENT.
- Where the BANK makes no other decision, the INTEREST (as a non-received INTEREST) will continue being accrued and must be paid even if the CONSUMER CREDIT repayment is overdue, whether the AGREEMENT is valid, or terminated either in full or in part, until the CLIENT repays the CONSUMER CREDIT by force or by will.

3.13.5 A fine (penalty) for failure to meet the conditions of using the CONSUMER CREDIT and a method of charging:

- A maximum size of the fine for failure to meet the conditions of the CONSUMER CREDIT use is defined by the AGREEMENT, while a specific size of a single CONSUMER CREDIT fine is to be agreed between the CLIENT and the BANK via the REMOTE BANKING service;
- Unless the BANK decides otherwise, the CLIENT shall pay the fine in the following cases: a) for failure to pay the CONSUMER CREDIT or/and INTERESTs in the defined amount and time; b) for paying the CONSUMER CREDIT or/and INTERESTs in advance, prior to the determined date; c) in other cases defined by the AGREEMENT;
- Unless the BANK decides otherwise, the fine shall continue to be charged and shall be subject to payment in case the CONSUMER CREDIT repayment is overdue, notwithstanding whether the AGREEMENT is valid or terminated, until the CLIENT repays all debts under the AGREEMENT either by force or by will;
- By signing the APPLICATION, as well as via the REMOTE BANKING service, the CLIENT confirms/will confirm that he/she understands and agrees to the fine and its amount under the AGREEMENT and that it is not unreasonably high;
- Payment of the fine shall not exempt the CLIENT from the liabilities (payments) assumed under this AGREEMENT.

3.13.6 TERMS OF PAYMENT OF THE CONSUMER CREDIT AMOUNT, COMMISSIONS, FINES (PENALTIES) AND OTHER FEES:

- The CLIENT agrees irrevocably to pay the CONSUMER CREDIT AMOUNT, INTERESTs, COMMISSIONS, fines and other fees in the following ORDER: first of all, the COMMISSIONS shall be paid (where applicable), fine (where applicable), INTERESTs charged, the CONSUMER CREDIT AMOUNT and finally, other fees. The ORDER may be changed at the BANK's discretion;
- The CONSUMER CREDIT AMOUNT, INTEREST and/or fine shall be calculated and paid as determined by the AGREEMENT and in compliance with it. The BANK may issue a payment schedule to the CLIENT which is an Informational document, according to which the CLIENT will pay the CONSUMER CREDIT AMOUNT and INTERESTs. Based on either a verbal or written APPLICATION submitted by the CLIENT to the BANK, the CONSUMER CREDIT AMOUNT and the INTEREST may be repaid in advance as agreed by the PARTIES, prior to the dates specified in the schedule;
- The CONSUMER CREDIT AMOUNT, INTERESTs and fines shall be paid in the currency approved for the CONSUMER CREDIT and where it is required to convert money for the abovementioned purposes, the money shall be converted on the CLIENT's ACCOUNT at the commercial rate established at the BANK on the date of conversion;
- Any amount paid by the CLIENT shall be deemed correctly fulfilled liability, if the amount is paid on the date agreed by the CLIENT and the BANK via the REMOTE BANKING service and if that date is a holiday or weekend, the payment shall be effected on the following BANKING DAY at the latest. Furthermore, if such a following BANKING DAY is in the month following the current accounting month, payment shall be effected no later than the BANKING DAY preceding the date agreed between the CLIENT and the BANK via the REMOTE BANKING service;
- Furthermore, the CLIENT also agrees to the full BANK's authorization, in ORDER to ensure fulfillment by the CLIENT of all liabilities assumed by him/her under the AGREEMENT or/and in case the CLIENT fails to fulfill such liabilities in full or appropriately:
 - a) To open a credit service ACCOUNT or/and use from the credit service ACCOUNT any other available ACCOUNT of the CLIENT without the CLIENT's further additional consent or acceptance un observance of the established procedures;
 - b) To write off without acceptance from any ACCOUNT(s) of the CLIENT, all payments defined under the AGREEMENT and agreed between the CLIENT and the BANK via the REMOTE BANKING service, and where the amounts to be paid and those available on the CLIENT's ACCOUNT(s) are in different currencies, the BANK is authorized to convert at the commercial rate established at the BANK on the date of payment and to

write off the conversion service cost without acceptance from the CLIENT's ACCOUNT(s) and to use the converted money for the required payment;

- c) Enjoy other rights stipulated by the AGREEMENT or/and agreed between the CLIENT and the BANK via the REMOTE BANKING service.

3.13.7 Additional conditions of the use of the CONSUMER CREDIT:

- If a size of the CONSUMER CREDIT AMOUNT is approved in any one currency and the CONSUMER CREDIT AMOUNT or a part of it is issued in another currency, an excess of the CONSUMER CREDIT AMOUNT due to changes in the exchange rate will not be deemed violation of the TERMS AND CONDITIONS of this AGREEMENT or/and those agreed between the BANK and the CLIENT via the REMOTE BANKING service and the CLIENT shall be responsible for meeting all liabilities assumed by him/her in full and appropriately.
- The BANK is authorized, at any time, to reject issuing the CONSUMER CREDIT AMOUNT or a part of it if the CLIENT's property or/and intangible property (including his/her ACCOUNT(s)) is subject to any restriction, including public legal restrictions.

3.13.8 General provisions

- The provisions of other articles of these TERMS AND CONDITIONS refer to the conditions of Article 3.13. To avoid any doubt, such articles include Article 4 (The CLIENT's Representations), Article 6 (Payments), Article 7 (The Date of Enactment and Validity), Article 8 (Governing Law and Conflict Resolution), Article 9 (INFORMATION Use and Exchange/Confidentiality) and Article 10 (General Provisions).

3.14 TERMS AND CONDITIONS OF COURIER SERVICE

3.14.1 Definition of terms: the words used in paragraph 3.14 shall have the following meanings:

COURIER SERVICE	Use of the services offered by the BANK to the CLIENT based on a relevant APPLICATION without need to visit the BANK;
COURIER	A physical person, who arranges for the transportation of the envelopes from the BANK to the CLIENT and vice-versa through a carrier company;
IDENTIFICATION DOCUMENT	The CLIENT's IDENTIFICATION DOCUMENT established in accordance with the procedure adopted at the BANK.

3.14.2 The BANK offers the CLIENT the COURIER-SERVICE provision during a BANKING DAY. This condition may be violated if the COURIER SERVICE is temporarily out of ORDER.

3.14.3 For the use of the COURIER SERVICE, the CLIENT's request shall be recorded at the BANK by an authorized (registered with the BANK) TELEPHONE number or E-MAIL-BANKING;

3.14.4 In case of the COURIER-SERVICE request and use as per established procedure, the CLIENT:

- Agrees to and accepts the TERMS AND CONDITIONS of the COURIER SERVICE offered by the BANK;
- Is obliged to specify the correct address where the courier must arrive, present to the courier only those IDENTIFICATION DOCUMENTS, which were agreed with the BANK and personally receive an envelope addressed to him/her ;
- Is obliged to check integrity of the delivered envelopes and of the seal. If the envelope's and/or seal's integrity is damaged, he/she must immediately contact the BANK to inform it on the damage;
- Shall in person sign the documents delivered by the courier if required, in the presence of courier and in accordance with the facsimile attested at the BANK;
- Shall not disclose a content of the ORDER or/and sent/received document(s) to the courier. After opening the envelopes addressed to him/her, the CLIENT shall not give the envelope(s) or/and a copy of the IDENTIFICATION DOCUMENT attached to it to the courier and shall keep confidentiality.
- Depending on the service nature, where documentation must be sent to the BANK, he/she shall put the documentation into the empty envelope sent by the BANK and seal it appropriately prior to delivering it to the Courier.

3.14.5 The BANK is authorized to write off from the CLIENT's ACCOUNT, at the rates applicable at the BANK, without acceptance, the COURIER SERVICE COMMISSIONS.

3.14.6 The BANK is authorized to set limits for the transfers made by the CLIENT via the COURIER SERVICES (both within the BANK and outside). The BANK is authorized to change the limits from time to time at its sole discretion.

3.14.7 To confirm appropriate fulfillment by the BANK of the ORDERS given through the COURIER SERVICE, to improve the COURIER SERVICE quality and for the CLIENT's safety reasons, the BANK is authorized to keep any correspondence of the CLIENT with the BANK and phone conversations between them. The CLIENT agrees and acknowledges that the data obtained by the BANK in this way may be used by it as evidence and are owned by the BANK and have a legal power.

3.14.8 Safety Provisions

- If the CLIENT contacts the BANK by the authorized phone (registered with the BANK) or via E-MAIL-BANKING, the BANK will ask him/her for undergoing the identification procedures via e-mail or any other means;
- The CLIENT's identification is also made through the courier, upon arrival to the address specified by the CLIENT;

- The CLIENT will be identified both by the BANK and Courier in accordance with the procedures adopted at the BANK. The BANK will not be able to serve the CLIENT, if it deems that the CLIENT's identification is impossible;
- Where the CLIENT meets all safety requirements under these TERMS AND CONDITIONS, the BANK is authorized to rely upon the CLIENT's ORDER. The BANK is not responsible for the verification and further identification of the CLIENT. The CLIENT is fully responsible for observing the safety rules.
- The BANK is authorized to reject the ORDER fulfillment if such ORDER stands for the OPERATION, which exceeds a relevant limit, or when such rejection is reasonable at the BANK's discretion, or there is a doubt that the safety rules are disregarded. The BANK will notify the CLIENT on such rejection;

3.14.9 Cancellation and temporary suspension of the COURIER SERVICE, amendments thereto

- The BANK is authorized to cancel or suspend the COURIER SERVICE provision either in full or in part at any time. The BANK will take all possible measures to notify the CLIENT in advance on the abovementioned, but it can be impossible sometimes.
- The BANK reserves the right to make amendments in these TERMS AND CONDITIONS of the COURIER SERVICE provision, including without limitation adoption of new instructions.

3.14.10 General Provisions

- The provisions of other articles of these TERMS AND CONDITIONS refer to the conditions of Article 3.14. To avoid any doubt, such articles include Article 4 (The CLIENT's Representations), Article 6 (Payments), Article 7 (The Date of Enactment and Validity), Article 8 (Governing Law and Conflict Resolution), Article 9 (INFORMATION Use and Exchange/Confidentiality) and Article 10 (General Provisions).

3.15 TERMS AND CONDITIONS OF MONEY TRANSFER SERVICE ELVA

3.15.1 The BANK allows the CLIENT to effect money transfer via the money transfer system Elva of the BANK (the TRANSFER) to other physical persons or/and receive the TRANSFER from other physical persons without opening/passing the ACCOUNT.

- The money transfer system Elva is an internal system of the BANK and the TRANSFER may be effected within the BANK's internal network or/and other network, which uses/integrates the money transfer system Elva.

3.15.2 The TRANSFER may be effected through the BANK's service center, SMS bank, Internet bank, Mobile bank, the BANK's self-service terminal and/or any other means defined by the BANK.

- The TRANSFER may be withdrawn from the BANK's service center, the BANK's call center, ATM and self-service terminal. When receiving the TRANSFER from the call center, ATM and self-service terminal, the receiver of the TRANSFER must hold the CARD. When receiving the TRANSFER through ATM, it may be received without the CARD, provided that the TRANSFER was effected via the Elva-transfer encashment without CARD Service.

3.15.3 The Elva-transfer encashment without CARD Service implies the receipt of the TRANSFER by the receiver through ATM without the CARD. To select the Service, the TRANSFER must meet the following requirements:

- Money TRANSFER must be in GEL;
- Amount of the TRANSFER must be multiple of 10 and must not exceed 1,500 GEL.
- When using the Elva transfer encashment without CARD Service, a check number of the TRANSFER required for the encashment will be sent to the sender to his/her mobile number.
- When effecting the money TRANSFER via the BANK's service center and self-service terminal, if the TRANSFER meets the requirements of the Elva-transfer encashment without card service, the money TRANSFER will be effected by that service;
- Via the SMS bank, Mobile bank and Internet bank (www.eonline.ge), the TRANSFER may be sent only via the Elva-transfer encashment without card service.

3.15.4 The Sender may cancel the TRANSFER meaning that the sender may withdraw/get back money;

- The sender may change the TRANSFER, meaning changes in any parameter of the TRANSFER;
- The TRANSFER may be cancelled or changed only in case the recipient did not withdraw it;
- When cancelling the TRANSFER, the Sender will not get back the TRANSFER COMMISSIONS, unless the cancellation was due to the mistake made by any Elva OPERATOR or system;
- First name/second name of the recipient in the TRANSFER may be changed by correcting the data in the effected TRANSFER and no additional COMMISSIONS will be paid by the Sender.
- When changing an amount and any other parameter of the TRANSFER in the TRANSFER APPLICATION, the TRANSFER shall be cancelled and a new one shall be effected and no COMMISSIONS paid by the Sender for the old TRANSFER shall be returned to him/her and a new one shall be effected at standard rates.

3.15.5 Limits and rates, currency and time for the TRANSFER shall be defined by the BANK at its sole discretion and the CLIENT may see the data at the BANK's web-page: www.bankofgeorgia.ge.

3.15.6 General Provisions

- The provisions of other articles of these TERMS AND CONDITIONS refer to the conditions of Article 3.15. To avoid any doubt, such articles include Article 4 (The CLIENT's Representations), Article 6 (Payments), Article 7 (The Date of Enactment and Validity), Article 8 (Governing Law and Conflict Resolution), Article 9 (INFORMATION Use and Exchange/Confidentiality) and Article 10 (General Provisions).

4. THE CLIENT'S REPRESENTATIONS AND WARRANTIES

4.1 By signing the AGREEMENT, the CLIENT agrees that:

- The CLIENT is fully authorized (or will be authorized) to sign and fulfill all liabilities under this AGREEMENT or by any other agreements and applications;
- The INFORMATION submitted by the CLIENT to the BANK in the form of APPLICATION or otherwise, is true, correct and complete;
- By carrying out the OPERATION stipulated herein no TERMS AND CONDITIONS of other AGREEMENTs or other liabilities of the CLIENT (where applicable) or any law, provision, rule, order, judicial decision, decree, instruction, court decree or any restriction established by the state, state or regulatory, judicial or arbitration authorities to be met by the CLIENT will be breached. Carrying out the OPERATION under this AGREEMENT will not contradict or breach any agreement, contract, license or other agreement the CLIENT is a party to;
- The CLIENT is not a party to or under a threat of a proceeding a result of which may affect his/her financial condition or business;
- The CLIENT is not involved in or is not a party to any illegal activity (including money laundering, weapon trading, terrorism or any other illegal activity) as stipulated by any legislation of any jurisdiction (including the Georgian legislation as well as legislation of the country the CLIENT is a citizen of);

4.2 The abovementioned representations do not depend on any INFORMATION the CLIENT has a factual or other knowledge and such INFORMATION shall not restrict any claims with regard to guarantees or any indemnification under these TERMS AND CONDITIONS;

4.3 The abovementioned representations shall be valid through the end of this AGREEMENT;

4.4 The CLIENT shall ensure that the persons related to him/her (including without limitation the ADDITIONAL CARD HOLDER(s)), during the term of this AGREEMENT, will not take an action which violate the warranties included herein;

4.5 As this AGREEMENT is in effect, the CLIENT shall immediately give written notice to the BANK on any circumstances which may cause violation of the warranties made herein or which may contradict the abovementioned representations;

4.6 Where the abovementioned representations are violated (not restricting the BANK's right to claim for damages which may be caused by such violation of these warranties), if the CLIENT is not able to eliminate the violation within ten (10) BANKING DAYS upon receipt of notification, the CLIENT agrees to indemnify and hold the BANK protected against any damages (including without limitation any consequential damages), claims, costs (including without limitation the costs incurred by the BANK to enforce its rights), legal proceedings and any other liabilities which may arise in result of such violation;

4.7 Deferment by the BANK of exercising its own rights (including the rights arisen in result of violation or non-fulfillment of the warranties) shall not imply the BANK's waiver of its rights; furthermore, waiver by the BANK to exercise any of its rights either in full or in part shall not restrict the BANK from exercising that right in full in the future.

5. INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 Whereas the BANK acts at the CLIENT's ORDER, when providing the banking service, the CLIENT agrees to indemnify and hold the BANK harmless against any damages, legal costs, claims by the CLIENT or of any other third person (including without limitation the ADDITIONAL CARD HOLDER(s)), actions or suits, in result of which the BANK suffered damages or losses. Furthermore, the CLIENT shall indemnify and holds the BANK harmless against the damages which arise from the use of the banking services under this AGREEMENT (including without limitation the REMOTE BANKING Service), or against the damages which arise in result of the OPERATION carried out via such banking services (including, without limitation, the REMOTE BANKING Service); the CLIENT acknowledges that the abovementioned OPERATIONS will be carried out in accordance with the ORDERS and authorization received by the BANK under these TERMS AND CONDITIONS and any other relevant special condition, AGREEMENTs, contracts or similar instruments. The CLIENT also agrees to and confirms that the indemnification provisions will stay in effect and binding upon the CLIENT even if the abovementioned banking service is cancelled either in full or in part;

5.2 The CLIENT agrees to and states that he/she might need to sign and fulfill an additional AGREEMENT, APPLICATIONs or other similar documents on indemnification, in particular with regard to the OPERATIONS which have been carried out via the ACCESS CODE(s). Such additional AGREEMENTs, APPLICATIONs and similar documents shall be added to and shall not exempt the indemnification provisions specified herein;

5.3 Notwithstanding the provisions of this AGREEMENT, the BANK shall not be held liable against the CLIENT for such damages or losses, which arise directly or indirectly from these Banking Service TERMS AND CONDITIONS. Without prejudice to the abovementioned, the BANK excludes

any liability for any damages or losses, profit, business, income or planned savings losses associated with the banking services under this AGREEMENT;

- 5.4 The abovementioned provisions on indemnification and limitation of liability shall apply to the BANK's executives, directors, employees, representatives and agents, unless the damages are caused by the negligence, neglect of official duties or deliberate actions or infringement of the TERMS AND CONDITIONS of this AGREEMENT by the BANK or of the abovementioned persons (including, without limitation) violation of these TERMS AND CONDITIONS);
- 5.5 The provisions of this Article shall continue being valid even if the banking service under this AGREEMENT is terminated until the PARTIES meet all liabilities in full under this AGREEMENT.

6. TAXES

- 6.1 The CLIENT shall be responsible for filing a tax APPLICATION with the state or other authorities in compliance with these TERMS AND CONDITIONS. Furthermore, the CLIENT shall be responsible for paying any outstanding taxes (including, without limitation, a value added tax), levies, customs duties, which may be established for any liability with regard to the ACCOUNT(s) management or any or all banking services under this AGREEMENT (collectively – the Tax Liability); besides, the BANK shall be responsible for paying any taxes or liabilities, related to the COMMISSIONS received from the CLIENT. Where the Georgian legislation stipulates that any taxes may be paid through withholding, the BANK or/and any company of the group will charge such amount on the CLIENT's ACCOUNT by giving relevant notice to the CLIENT. If in compliance with law, any tax or fine is to be paid by the BANK due to the CLIENT's tax liability, the CLIENT shall immediately reimburse all such liabilities to the BANK unless such taxes or fines are due to negligence, neglect of official duties or deliberate actions of any subdivision of the BANK;
- 6.2 The BANK shall meet only the requirements stipulated by the Georgian legislation as well as the Tax Code of Georgia. Along with the Georgian legislation, the CLIENT shall meet the requirements of other respective country legislation (including the country the CLIENT is a citizen or resident of).

7. EFFECTIVE DATE AND VALIDITY

- 7.1 These TERMS AND CONDITIONS will enter into force after the CLIENT fills out, signs and submits the APPLICATION to the BANK and the BANK's authorized representative signs that APPLICATION;
- 7.2 Only those parts of the TERMS AND CONDITIONS will enter into force, which refer to the services specified by the CLIENT in the APPLICATION (or in other APPLICATIONS defined herein);
- 7.3 This AGREEMENT shall be valid for an indefinite term, till its termination as per these TERMS AND CONDITIONS;
- 7.4 To avoid any doubt, if the BANK or/and the CLIENT decides to discontinue any banking product services defined in this AGREEMENT, AGREEMENT on the termination shall be valid with regard to those services only;
- 7.5 The Bank may terminate this AGREEMENT in full at any time. In such a case, the Bank shall give at least a 30-calendar day notice to the CLIENT prior to the termination date;
- 7.6 If the CLIENT fails to meet a significant provision of this AGREEMENT or is declared bankrupt, the BANK will reject providing services to the CLIENT by giving a relevant notice to him/her and will cancel the AGREEMENT, the CARD(s), close the CLIENT's ACCOUNT(s), cancel the banking service under this AGREEMENT (including without limitation the REMOTE BANKING Service) and demand for full repayment by the CLIENT of any debts owed to the BANK;
- 7.7 The CLIENT may at any time cancel the AGREEMENT by giving prior written notice to the BANK. The CLIENT understands and agrees that the AGREEMENT will not be terminated until the CLIENT terminates the continuing OPERATIONS (including the Permanent Payment ORDER, repeating OPERATIONS and the continuing authorization, issued by the CLIENT to the goods or service provider implying regular charging of his/her ACCOUNT), related to the CLIENT's ACCOUNT(s);
- 7.8 Where either Party decides to terminate the AGREEMENT:
 - All CARDS, issued by the BANK to the CLIENT or the ADDITIONAL CARD HOLDER(s), shall be returned to the BANK (the CARD will be cut along the signature and magnetic stripe);
 - All ACCESS CODES shall be cancelled;
 - The CLIENT shall pay all amounts due under the AGREEMENT (including, without limitation, taxes, COMMISSIONS, OVERDRAFT s/unauthorized OVERDRAFT s, sums credited to the ACCOUNT).

8. GOVERNING LAW AND CONFLICT RESOLUTION

- 8.1 This AGREEMENT shall be governed by and construed under the Georgian legislation;
- 8.2 Any conflict, controversy or claim, arisen from or related to this AGREEMENT or any breach of this AGREEMENT, shall be solved by the PARTIES amicably, through negotiations;
- 8.3 If the PARTIES fail to reach AGREEMENT within 30 (thirty) calendar days through negotiations, they will unconditionally agree to apply to the Georgian court of relevant jurisdiction.
- 8.4 The paragraph above shall not imply restriction of the BANK's right to initiate proceedings against the CLIENT (a) in any other court of relevant jurisdiction or (b) in more than one courts of relevant jurisdiction.

9. USE AND EXCHANGE OF INFORMATION/CONFIDENTIALITY

- 9.1 Any information about the CLIENT (the INFORMATION) may be kept in the database of the BANK or Group of Companies and used by the BANK or the Group of Companies for the purposes given in Article 9. The INFORMATION shall mean any INFORMATION of whatsoever nature, which may be known to or kept by the BANK or any Group Company, in result of providing respective services to the CLIENT and which may be related or referred to:
 - Public application forms or other transactions with the BANK or the Group Companies;
 - The third parties such as: credit agencies, as per definitions in paragraph 9.9 and the parties related to the CLIENT;
 - Products and services provided to the CLIENT by the BANK or the Group Companies;
 - Documentation of the OPERATIONS carried out by the CLIENT, including, without limitation, name of supplier and those goods and services, for which the CLIENT pays from his/her own ACCOUNT via the CARD or other cashless payment methods;
- 9.2 The BANK ensures the development of relations between the BANK and the CLIENT, which, in result of analyzing the relations, may finally serve the following goals:
 - After reviewing the CLIENT's APPLICATIONs, the BANK's assistance to the CLIENT in deciding on the credit matters;
 - Provision of the services specified in this document;
 - Regulation of the relations between the CLIENT and the GROUP COMPANIES as per the Terms and Conditions defined in this document;
 - Assessment of financial risks, implementation of controls against money laundering, verification of the compliance with regulatory legislation, avoidance of fraud;
 - Rendering assistance to the CLIENT in the car, real estate, credit and health insurance of the CLIENT or of his/her family members, as well as in other insurance offerings and claims;
 - Rendering assistance to the BANK and the Group Companies in identifying the products and services which may be Interesting or useful for the CLIENT (unless the CLIENT asked the BANK for not doing it);
 - Rendering assistance to the BANK or the Group Companies in the development of business of the BANK or of the Group Companies, including the development of new products and services.
- 9.3 For the purposes of the OPERATIONS defined in paragraph 9.2 above, the BANK may link the INFORMATION on the CLIENT's ACCOUNT(s) and the service used by the CLIENT with the INFORMATION about other parties, which the CLIENT has financial or similar relation with (in particular, the ADDITIONAL CARD HOLDERS). The BANK shall not use the said linkages for marketing purposes without the CLIENT's consent;
- 9.4 Along with the development of the BANK's business and its relations with the CLIENT, the rules, in observance of which the BANK reviews, keeps and uses the abovementioned INFORMATION, may be changed. In most cases, the said changes may be caused by technology development and the BANK believes that such changes meet the CLIENT's expectations. Where the BANK thinks that such changes are obviously not clear, it shall give relevant notice on the changes to the CLIENT;
- 9.5 When the CLIENT signs the Banking Service APPLICATION or/and relevant APPLICATIONs (or other documents), he/she agrees that if he/she continues using the services or products by maintaining the ACCOUNT or within 30 (thirty) calendar days upon the BANK's notice on changes to the CLIENT, it will be deemed that the CLIENT agrees to such changes (if the CLIENT does not give written notice to the BANK that he/she does not wish the BANK to use the INFORMATION by the method resulted from such changes);
- 9.6 The BANK may disclose the INFORMATION about the CLIENT to only the Group Companies, unless:
 - For the purposes described in paragraph 9.2 of the Article above;
 - The BANK has the CLIENT's consent;
 - The BANK may or is required under the law to disclose the INFORMATION;
 - It discloses the INFORMATION to any person, who provides services to the BANK and agrees to keep confidentiality of the CLIENT's INFORMATION;
 - It discloses the INFORMATION to any person, including creditors, which provides services to the CLIENT in compliance with this AGREEMENT;
 - The INFORMATION is accessible through public or other sources, including the third parties;

- Discloses the INFORMATION the credit agencies, as defined below.
- 9.7 In ORDER for the CLIENT to receive certain service under this AGREEMENT, the INFORMATION disclosure may be required to the person, who provides services to JSC BANK of Georgia or/and other Group Companies. In such a case, the BANK shall ensure that any person, to whom the BANK discloses the INFORMATION about the CLIENT, will keep the INFORMATION confidential similarly to the BANK;
- 9.8 The CLIENT may contact the BANK during business hours and check his/her personal data upon written request to the BANK;
- 9.9 CREDIT AGENCIES
- In the CREDIT AGENCY referred to in this Article, the BANK means a joint stock company Credit Info Georgia (registered by Mtatsminda-Krtsanisi Court on February 14, 2005, registration No 0/5-51), as well as any other CREDIT AGENCY, which may operate or be founded in Georgia or under any other jurisdiction;
 - According to this AGREEMENT, the CLIENT unconditionally agrees and authorizes the BANK, to supply the INFORMATION about the CLIENT to the CREDIT AGENCY, which will register the INFORMATION with its database. The INFORMATION includes without limitation: the CLIENT's ID data, INFORMATION about any debt size, reason and size of the INTERESTs charged (where applicable), INFORMATION on the expiry of a credit(s) (where applicable), payment accuracy, current debt(s), INFORMATION on any security/pledge, or about a result or enforcement of proceedings, with specifying the INFORMATION included in the ID documents of those persons, the CLIENT has financial contacts (in particular, the ADDITIONAL CARD HOLDER(s));
 - The Credit Agencies will link the financial data of the CLIENT with the INFORMATION of the persons, the CLIENT has financial contacts with (in particular, the ADDITIONAL CARD HOLDER(s)). The CLIENT understands and ensures that along with any party, he/she has financial contacts with (in particular, the ADDITIONAL CARD HOLDER(s) and the INFORMATION about each other specified by those parties will be taken into account in any type of APPLICATION filled out by any party;
 - The BANK may from time to time require the INFORMATION about the CLIENT to manage the ACCOUNT(s) of the CLIENT available at the BANK in the Group Companies or the Credit Agencies, to make decisions about loans, including decisions on issuing a loan or on prolongation of the existed loan period;
 - If the CLIENT takes a loan and fails to repay it in full or in time, the BANK will inform the CREDIT AGENCY, which records the CLIENT's debt, the fact that the CLIENT failed to repay it in full or in time or any other relevant INFORMATION;
 - The CLIENT may see his/her personal INFORMATION available at the CREDIT AGENCY;

9.10 Measures against Money Laundering and Crime Prevention

- The CLIENT acknowledges that the activity of both the BANK and the Group Companies is regulated by the Law of Georgia on Money Laundering and Crime Prevention. Therefore, the BANK and the Group Companies are obliged to identify the CLIENT and a source of income of the CLIENT before the CLIENT's ACCOUNT opened with the BANK becomes active. If the CLIENT fails to give answers to all questions given in the APPLICATION or fails to present any required INFORMATION to the BANK, the BANK may reject the CLIENT's APPLICATION for banking services;
- According to this AGREEMENT, the CLIENT unconditionally agrees that the BANK supplies the INFORMATION about the CLIENT (in particular, about international money transfers, recipient of the sums transferred from the CLIENT's ACCOUNT or the sums transferred to the CLIENT's ACCOUNT) to the relevant authorities fighting against money laundering (both in Georgia and abroad) without giving prior notice to the CLIENT. Such INFORMATION, without limitation, includes names and ID data of those persons, the CLIENT has financial contacts with (in particular, the ADDITIONAL CARD HOLDER(s));
- In the particular cases, as a consequence of crime prevention measures, the CLIENT's ORDER fulfillment may be delayed, but as far as possible, the BANK will explain the CLIENT the causes of delay;
- Disclosure of INFORMATION to the money laundering and crime prevention authorities shall not be deemed as violation of confidentiality under the provisions defined herein; Neither the BANK nor the Group Companies shall be held liable for any direct or consequential damages suffered by the CLIENT (including, without limitation, lost income), resulted from the observance of such legislation.

10. GENERAL PROVISIONS

- 10.1 *Waiver of liabilities/rights stipulated by the AGREEMENT.* The AGREEMENT (as per paragraph 1.2 of these Terms and Provisions) and the documents refereed therein, comprise common liabilities of the PARTIES with regard to the matters discussed in this AGREEMENT and all other previous AGREEMENTs related to the OPERATIONS and Products/Services, shall be deemed null and void. Unless otherwise agreed, delay in exercising the rights granted to any Party shall not imply waiver by the Party of this or any other rights. Full or partial exercise of such rights shall not restrict additional or future exercise of those rights. Waiver of any of such rights shall not imply waiver of other rights;
- 10.2 *Cumulative Rights.* The rights stipulated by this AGREEMENT or any other similar documents are cumulative and excludes no other rights stipulated by legislation or other AGREEMENT;
- 10.3 *Heirs and Legal Successors.* The AGREEMENT will be binding upon and have relevant legal power in favor of heirs or legal successors unless the CLIENT appoints a legal successor or otherwise assigns the rights and obligations under this AGREEMENT by giving prior notice to the BANK (or/and the Group Companies or any other party the CLIENT has signed AGREEMENT with under these TERMS AND CONDITIONS);
- 10.4 *Revisions and Amendments.* Notwithstanding other Articles of these TERMS AND CONDITIONS, the BANK may amend the provisions of this AGREEMENT (including, without limitation, these TERMS AND CONDITIONS and any other relevant Attachments or/and Schedules) at any time, in ORDER to reflect any changes in the market conditions, banking practice and applicable legislation. In particular, the BANK may change a type of service for the service provided to the BANK consumers in general or those similar to the CLIENT at the given time.
- If the change is made in favor of the CLIENT, the BANK may immediately implement the change and publish the INFORMATION on the changes on the BANK's web-page and/or by posting the changes at the service centers within 30 days upon implementation of such changes;
 - If the changes are not in favor of the CLIENT but still are not harmful to him/her, the BANK will publish the INFORMATION on the changes on the BANK's web-page and/or by posting at the service centers at least 10 days prior to implementation of such changes;
 - If the changes restrict the CLIENT's rights under this AGREEMENT, the BANK will publish the INFORMATION on changes on the BANK's web-page and/or by posting at the service centers at least 30 days prior to implementing such changes.
- 10.5 *Non-compliance.* If any of the provisions of this AGREEMENT becomes void by whatsoever reasons, other provisions of this AGREEMENT shall remain valid. In such a case, the PARTIES to this AGREEMENT will immediately replace the void provision with legally valid one, with its content maximally close to the cancelled provision;
- 10.6 *Attachments.* All Attachments to this AGREEMENT are integral part thereof;
- 10.7 *Notifications.* Unless otherwise specified in this AGREEMENT (with regard to any of the services), all the BANK's notifications and all other INFORMATION related to this AGREEMENT will be sent by any means of communication, including courier or registered postal service, fax, e-mail, as well as the REMOTE BANKING Service to the address specified by the CLIENT in the APPLICATION;
- 10.8 *Language:* This AGREEMENT or/and other AGREEMENTs related thereto, are executed in Georgian. If the CLIENT has no knowledge of Georgian or/and writing, or if the CLIENT wishes so, the AGREEMENT or/and other AGREEMENT(s) may be executed in another language as well, which is known to the CLIENT. In the interpretation of this AGREEMENT or/and other AGREEMENT(s) related thereto, the Georgian text

shall prevail. The said norms shall apply also to the relations between the CLIENT and the BANK and/or the execution or interpretation of the AGREEMENT or/and other AGREEMENT(s), or any other documents related thereto.