General Terms and Conditions of Banking Services for Natural Persons (Hereinafter - the General Terms and Conditions)

1. Definitions:

Unless otherwise specified in the **Agreement** and/or **Other Agreement Associated Thereto**, or otherwise required by their context, the below definitions have the following meanings in the **Agreement** and/or **Other Agreement Associated Thereto**:

1.1. **Authorization -** a procedure according to which the **Bank** establishes the identity/identifies the **Customer** by means of an **Access Code** and on the basis of which the **Bank** shall provide the **Banking Services** to the **Customer.**

1.1.1. **Access Code -** confidential information of any kind used for safe provision of the **Banking Services**, including:

1.1.1.1. **One-Time Authorization Code -** a combination of randomly generated digits, which is used to perform **Transactions** when providing the **Remote Banking Services**;

1.1.1.2. **PIN Code -** a personal identification number, which the **Bank** transfers to the **Customer** together with the **Card**;

1.1.1.3. **Authentication Element** – which includes the following types of elements:

1.1.1.3.1. **Knowledge Category Element - Password** or passcode or any such data/information, which are known only to the **Customer** and which the **Bank** may use for **Strong Authentication**;

1.1.1.3.2. **Possession Category Element -** any data that only the **Customer** possesses, including the **One-Time Authorization Code**, as well as a mobile device and/or an Internet browser that the **Customer** has assigned the status of a trusted device and that the **Bank** may use for **Strong Authentication;**

1.1.1.3.3. **Uniqueness Category Element -** fingerprint, face or any other unique identifier of the **Customer**, that the **Bank** may use for **Strong Authentication**.

1.1.2. **Authorization through Strong Authentication - Authorization** performed by means of **Strong Authentication**;

1.1.3. **Strong Authentication -** a rule implying the use by the **Customer** of at least two categories of elements out of the **Authentication Elements** in the process of **Authorization** and/or in the process of receiving **Remote Banking Services** and/or in the process of confirming of **Transactions**, including **Payment Transactions**;

1.1.4. **Authorization of the Payment Transaction/Authorization of the Payment Order -** consent given by the **Customer** to the **Bank** for execution of the **Payment Order** on the basis of which the **Payment Transaction** is executed.

1.1.5. **Unauthorized Payment Transaction/Unauthorized Payment Order - a Payment Order/Payment Transaction** which is not executed on the basis of **Authorization of the Payment Transaction** and/or **Authorization of the Payment Order**.

1.2. **Statement -** information on the **Transactions** performed on the **Account**.

1.3. **Account -** an account of any type of the **Customer** with the **Bank**, including:

1.3.1. **Single-Currency Account -** an **Account** where the amount of money is reflected in one specific currency;

1.3.2. **Current Account -** a **Standard Current Account** and/or **Universal Current Account**, where the amount of money of the **Customer** is reflected and which the **Customer** uses for making **Payments** or for other purposes;

1.3.3. **On-Demand Deposit Account -** an **Account** to which the **Bank** accrues the **Interest** agreed upon between the **Parties** and to which the funds can be deposited, credited, transferred, and withdrawn on demand;

1.3.4. **Multi-Currency Account -** an **Account** where the amount of money is reflected in several currencies separately and which represents one **Account**;

1.3.5. **Standard Current Account -** a **Current Account** to which there are no **Cards** linked and on which the **Transactions** can be performed;

1.3.6. **Universal Current Account -** a **Current Account** to which a **Card** is linked and on which the **Transactions** can be performed.

1.4. **Unauthorized Limit -** a negative cash balance on the **Customer's Account** (negative **Account** balance), which: (a) arises without the consent/permission of the **Bank**; and/or (b) is authorized by the **Bank** to cover the respective indebtedness of the **Customer**; and/or (c) arises as a result of exceeding the **Overdraft** limit agreed between the **Customer** and the **Bank**. The terms and conditions of payment of the **Unauthorized Limit** amount by the **Customer** shall be determined by the **Bank** in accordance with the rules and conditions established by the **Bank**.

1.5. **Bank** - Joint Stock Company Bank of Georgia, the details of which are as follows: (a) identification number: 204378869; (b) form of registration with the National Bank of Georgia: commercial bank; (c) registration number: 06/5-07; (d) address of the head office: 29a Gagarina St., Tbilisi, Georgia; (e) **Web-Site** address: www.bankofgeorgia.ge; (f) e-mail address: customerservice@bog.ge; (g) contact phone number: (+995) 032 2444 444.

1.6. **Automatic Teller Machine (ATM)** - a self-service device by means of which the **Customer** can withdraw cash from the **Account**, as well as perform other **Transacrions** provided for by the **Legislation** and the **Bank**.

1.7. **Card** - a **Payment Instrument** by means of which (including **Card Identification Data**) a **Payment Transaction** can be initiated.

1.7.1. **Primary Card** - when more than one **Card** is linked to one **Universal Account**, the **Card** that was first linked to the **Universal Account**;

1.7.2. **Additional Card** - when more than one **Card** is linked to one **Universal Account**, any **Card** other than the **Primary Card**, which the **Bank** issues to an additional **Customer**, for the purpose of transferring to the **Customer** and/or a **Third Party** indicated by the **Customer**;

1.7.3. **Debit Card** - a **Card** allowing the **Cardholder** to dispose of the available positive balance (amounts) on the **Account** and **Overdraft** allowed on the **Card** (if any);

1.7.4. **Credit Card** - a **Card** allowing the **Cardholder** to perform the **Transactions** within the credit limit provided by the **Bank**, except for the **Overdraft**;

1.7.5. **Digital Card** - an electronic version of a plastic card issued by the **Bank**, which is subject to the standard terms and conditions of the respective type of plastic card, in accordance with the context;

1.7.6. **Prepaid card** - a **Card** allowing the **Cardholder** to dispose only of the amount pre-credited to the **Card** (electronic money of nominal amount) (e.g. gift card).

1.8. **Cardholder** - a natural person who owns and uses the **Card**.

1.9. **Card Identification Data** - includes (a) **Card** number; (b) **Card** expiration date; (c) **Cardholder's** name and surname; and (d) **Card** identification code (CVC2 or CVV2).

1.10. **Application** - a document of the form established by the **Bank**, with which the **Customer** applies to the **Bank** with a request to receive the **Banking Services** in accordance with the terms and conditions specified in the **Application**.

1.11. **Representations and Warrantees** - the **Customer's** representations and warrantees contained in **Article 6** of the **General Terms and Conditions**.

1.12. **Order** - any order and/or instruction given by the **Customer** to the **Bank** within the framework of the **Banking Services**, including, without limitation:

1.12.1. **Payment Order** - an **Order** given to the **Bank** by the **Customer** or the **Receiver** for execution of a **Payment Transaction**.

1.13. **Other Agreement Associated Thereto** - (a) general credit line agreement, credit agreement, credit line agreement, overdraft agreement, bank guarantee agreement, letter of credit agreement, Stand-by letter of credit agreement, collection agreement, insurance agreement, collateral agreement of any type and/or documents concluded between the **Bank** and the **Customer** or the **Bank/Customer** and a **Third Party** on the basis of and in accordance with the **Agreement**, the conclusion and/or issuance of which is stipulated by and/or occurs on the basis of the **Agreement**; and/or (b) other types of agreements concluded between the **Bank** and the **Customer** or the **Bank/Customer** and a **Third Party**, which are concluded in accordance with the terms and conditions of the **Agreement** for the purpose of utilization by the **Customer** of the **Banking Service** defined in the **Agreement** and/or for the purpose of its provision.

1.14. **Additional Terms and Conditions** - the terms and conditions agreed upon between the **Parties** in **Annex №A** of the **General Terms and Conditions** and/or any other **Annex** (if any) executed in connection with the additional terms and conditions.

1.15. **Additional Cardholder** - a person specified by the **Customer** who owns and uses the **Additional Card**.

1.16. **Annex** - the annex(es) of the **Agreement** and/or **Application(s)** (as the context may require) that form an integral part of the **Agreement** and operate together with it.

1.17. **Remotely Activated Banking Service** – such banking service, which was offered and activated without the simultaneous physical presence of the **Bank** representative and the **Customer**, and in connection with which this **Agreement**, including the **Application**, was concluded between the **Parties** via **Remote Banking Service** or **Courier Service** or by e-mail or other means of remote communication.

1.18. **Remote Banking Services** - means: (1) **Banking Services** to be provided by the **Bank** to the **Customer** through the following **Banking Products**: (a) **Internet Banking**; (b) **Mobile Banking**; (c) **BOG sCoolApp**; (d) **Telephone Banking**; (e) **ATM**; (f) **Self-Service Terminal**; (g) **SMS Banking**; (h) **E-mail Banking**; (i) **SMS Link**; (j) **Remote Service Channel**, and (2) **Services** to be provided through the following **Websites**: (a) bogpay.ge; and (b) account.bog.ge.

1.19. **Website** - a internet page belonging to the **Bank**.

1.20. **Self-Service Terminal** - a self-service device through which the **Customer** may perform **Transactions** of a type determined by the **Bank**.

1.21. **Legislation** - includes: (a) effective laws of Georgia; (b) by-laws, and (c) international treaties and agreements included in the system of normative acts of Georgia.

1.22. **Customer** - a person, whose name, identification data and other information is indicated in the respective **Application** and/or who uses the **Banking Services**.

1.23. **Customer's Continuing Obligations** - the conditions specified in **paragraph 7.4. of the General Terms and Conditions.**

1.24. **Conditions for Unacceptable (Unethical) Behavior by the Customer** - the conditions specified in **Article 17. of the General Terms and Conditions.**

1.25. **Conversion** - acquisition of one currency in exchange for another currency.

1.26. **Limit** - financial, quantitative or other kind of limits set by the **Bank** when the **Customer** uses the **Banking Services** and/or executes a **Transaction**.

1.27. **Third Party** - any **Person** other than the **Customer** and the **Bank**.

1.28. **Receiver** - a **Person** in favor of whom the **Payment Transaction** is executed.

1.29. **Remote Service Channel** - **Remote Banking Service** within the framework of the **Bank's** e-commerce service.

1.30. **Party/Parties** – as the context may require, (a) the **Bank**; (b) the **Customer**; and/or (c) the **Additional Cardholder**.

1.31. **Overdraft** - a monetary credit limit agreed between the **Bank** and the **Customer**, which the **Customer** may use repeatedly, in particular, repeatedly spend and replenish the spent limit in full and/or partially during the term of effectiveness of the **Overdraft**.

1.32. **Online Identification** - a method of remote identification of the **Customer** by the **Bank** by means of the **Bank's** software, within the framework of which the **Bank** processes the **Customer's** personal data (including, without limitation, biometric photo).

1.33. **Transaction** - any type of actions performed by the **Bank** on the basis of the **Customer's Order** within the framework of the **Banking Services**, including, inter alia:

1.33.1. **Payment Transaction** - a **Transaction** of crediting, transfer or withdrawal of money, **Cashing Operation** initiated by the **Customer** or the **Receiver**;

1.33.2. **Cash withdrawal Transaction** - a **Transaction** of withdrawing money from the **Account** by means of the **Card**.

1.34. **Penalty** - an amount payable to the **Bank** for the **Customer's** failure to fully and duly perform financial and/or other obligations under the **Agreement** and/or **Other Agreement Associated Thereto**, the amount and terms of payment of which are determined in the **Agreement** and/or **Other Agreement Associated Thereto**.

1.35. **Direct Debit** - a **Payment Transaction** initiated by the **Receiver** in order to debit an amount from the **Account** linked to the **Payment Instrument** based on the prior consent given by the holder of the **Payment Instrument** to the **Receiver**, the **Receiver's** payment service provider or the **Bank**.

1.36. **Person** - natural person, legal entity and/or other organizational formation under the jurisdiction of Georgia or other countries, not being a legal entity.

1.37. **Banking Day** - a day when commercial banks in Georgia are open and conduct their activity except Saturday, Sunday and/or official holidays defined by the **Legislation** for commercial banks.

1.38. **Banking Services** - services that the **Bank** provides and/or offers to the **Customer** within the framework of a **Banking Product** in accordance with the terms and conditions of the **Agreement**.

1.39. **Banking Product - Banking Products** defined in **Article 3** of the **General Terms and Conditions**, which the **Customer** uses or may use in accordance with these **General Terms and Conditions** and whose **Standard Terms and Conditions** are provided on the **Website** as **Annex(es)** of the **General Terms and Conditions**.

1.40. **Payment Instrument** - an instrument, including a **Card** or a technological device, by means of which a **Payment Transaction** can be initiated.

1.41. **Commission Fee** - an amount to be paid by the **Customer** to the **Bank** for the use of the **Banking Product** or for the provision of the **Banking Services**, the amount of which is determined by: (a) **Annex №1** of the **General Terms and Conditions**; (b) **Additional Terms and Conditions** of the **General Terms and Conditions**; (c) **Annex №13** of the **General Terms and Conditions** related to the credit; (d) an additional agreement concluded between the **Bank** and the **Customer**; and/or (e) a notice sent by the **Bank** to the **Customer**. Furthermore, the terms and conditions of accrual and payment of the **Commission Fee** shall be determined in accordance with the terms and conditions established by the **Bank**.

1.42. **Reliable Beneficiary** - a **Receiver** who has been assigned the status of a reliable beneficiary with the **Customer's** consent, as a result of which confirmation of the **Transaction** by means of the **Strong Authentication** is not obligatory when performing a **Transaction** with the reliable beneficiary.

1.43. **Terms Relating to Sanctions -** Terms defined in **Article 15 of the General Terms and Conditions.**

1.44. **Service Center** - a service center of the **Bank** functioning for the purpose of **Customer** service.

1.45. **Contactless Application** - an application downloaded to a **Card**, phone or other device, by means of which the **Cardholder** can perform the **Transactions** with the said **Card** without physical contact with the card reader.

1.46. **Universal Identifiers** - data provided by the **Bank** to the **Customer** after the **Customer's** registration in the **Centralized Identification System**, by means of which the **Customer** may use the **Remote Banking Services**, including, inter alia:

1.46.1. **User Name** - a unique parameter: (a) which is necessary for **Authorization**; (b) which is generated by the **Centralized Identification System** in automatic mode; and (c) which can be changed by the **Customer** through the **Remote Banking Services**;

1.46.2. **Password** - a combination of numbers, letters and symbols: (a) which is necessary for **Authorization**; and (b) which is generated by the **Centralized Identification System** in automatic mode, and (c) which the **Customer** must change after the first use.

1.47. **Financial E-mail** - an e-mail in the **Customer's** use, which is registered in the **Bank's** system as a unique e-mail address after confirmation by the **One-Time Authorization Code** sent to the same e-mail address and to which the **Bank** sends information related to the provision of the **Banking Services**, as well as the **Access Code**.

1.48. **Financial Number** - cell phone number used by the **Customer**, which is registered in the **Centralized Identification System** of the **Bank** as a unique number after confirmation of the **One-Time Authorization Code** sent to the same number and to which the **Bank** shall send information related to provision of the **Banking Services**, including the **Access Codes**.

1.49. **Money Transfer** - a money transfer **Transaction** for which it is not necessary to open an **Account** and a) which is carried out by the **Customer** and/or a **Third Party** for transfer to the **Receiver** and/or another **Provider** acting on behalf of the **Receiver**, or b) which makes the money available to the **Receiver**.

1.50. **Centralized Identification System** - the **Bank's** system in which the **Customer Authorization** method and the **Customer Universal Identifiers** are registered, by means of which the **Customer** shall be able to use the **Remote Banking Services**.

1.51. **Agreement** - (a) an **Application** submitted by the **Customer** to the **Bank**; (b) these **General Terms and Conditions**, including their **Annexes**; (c) **Additional Terms and Conditions** concluded between the **Parties**, if any, and (d) any additional **Annexes** and/or **Applications** executed in the future, including amendments and additions made thereto from time to time.

1.52. **Group Company** - BANK OF GEORGIA GROUP PLC (company number: 10917019), a company incorporated in the United Kingdom of Great Britain and Northern Ireland, or all companies and organizations in which BANK OF GEORGIA GROUP PLC directly or indirectly holds shares or interests.

1.53. **SMS Link** - a respective Internet link, which the **Bank** sends to the **Customer** to his/her **Financial Number** and/or **Financial E-mail** and by means of which the electronic version of the respective document offered/sent to the **Customer** by the **Bank** (including any agreement, transaction and/or **Application**) within the framework of the **Banking Services** becomes available to the **Customer**, and to which the **Customer** may agree in electronic form.

2. Subject of the Agreement

2.1. The **Bank** provides the **Banking Services** to the **Customer**, and in return the **Customer** is obliged to fulfill the terms and conditions specified in the **Agreement** and pay the **Bank** a **Commission Fee** (if any).

3. List of the Banking Products

3.1. **Account** - terms and conditions of which are specified in **Annex №2** of **General Terms and Conditions**;
3.2. **Automatic Payments** - terms and conditions of which are specified in **Annex №3** of **General Terms and Conditions**;
3.3. **Standing Order** - terms and conditions of which are specified in **Annex №4** of **General Terms and Conditions**;
3.4. **Card** - terms and conditions of which are specified in **Annex №5** of **General Terms and Conditions**;
3.5. **SMS Banking** - terms and conditions of which are specified in **Annex №6** of **General Terms and Conditions**;
3.6. **Internet Banking** - terms and conditions of which are specified in **Annex №7** of **General Terms and Conditions;**
3.7. **Mobile Banking** - terms and conditions of which are specified in **Annex №8** of **General Terms and Conditions**;
3.8. **E-mail Banking** - terms and conditions of which are specified in **Annex №9** of **General Terms and Conditions**;
3.9. **Pay Sticker** - terms and conditions of which are specified in **Annex №11** of **General Terms and Conditions**;
3.10. **Card Protection Service** - terms and conditions of which are specified in **Annex №12** of **General Terms and Conditions**;
3.11. **Credit** - terms and conditions of which are specified in **Annex №13** of **General Terms and Conditions**;
3.12. **Elva** - the terms and conditions of which are specified in **Annex №15** of **General Terms and Conditions**;
3.13. **Electronic Moneybox** - terms and conditions of which are specified in **Annex №16** of **General Terms and Conditions**;
3.14. **Courier Service** - terms and conditions of which are specified in **Annex №17** of **General Terms and Conditions**;
3.15. **Telephone Banking** - terms and conditions of which are specified in **Annex №18** of **General Terms and Conditions**;
3.16. **Card Delivery Service** - terms and conditions of which are specified in **Annex №19** of **General Terms and Conditions**;
3.17. **Digipass** - terms and conditions of which are specified in **Annex №20** of **General Terms and Conditions**;
3.18. **Conversion Using the Electronic Trading Platform** - the terms and conditions of which are specified in **Annex №21** of the **General Terms and Conditions**;
3.19. **Accounts Package** - terms and conditions of which are specified in **Annex №23** of **General Terms and Conditions**;
3.20. **Conversion Using BMatch** - terms and conditions of which are specified in **Annex №24** of **General Terms and Conditions**;
3.21. **Individual Safe** - terms and conditions of which are specified in **Annex №25** of **General Terms and Conditions**;
3.22. **BOG sCoolApp** - terms and conditions of which are specified in **Annex №26** of **General Terms and Conditions**;

3.23. **Escrow Service** - terms and conditions of which are specified in **Annex №27** of **General Terms and Conditions**.

The names of **Banking Products** defined in this **Article** are contractual terms for the purposes of interpretation of the **Agreement**, its **Annexes** and **Other Agreements Associated Thereto**.

4. Application of Terms and Conditions of the Agreement to the Customer

4.1. In order for the **Customer** to use the **Banking Product(s),** the **Customer** shall apply to the **Bank** with a respective **Application**, and the **Bank** shall make a decision to provide the **Customer** with the respective **Banking Service**.

4.2. The commencement of use of the **Bank's Remote Banking Services** by the **Customer** using his/her own **Universal Identifiers** shall be considered as the **Customer's Application** for the relevant **Remote Banking Services**, by which the **Customer** agrees to the terms and conditions of the relevant **Banking Product** relating to the **Remote Banking Services**.

4.3. The **General Terms and Conditions** shall apply to all existing and future **Customers** of the **Bank** who have agreed/shall agree to these **Terms and Conditions** and/or their **Annexes** as a natural person on the basis of the **Application**, except for natural persons with the status of entrepreneur.

4.4. The **Customer**, in case of using any **Banking Product** and/or any other **Banking Service**, automatically fully agrees with these **General Terms and Conditions** and standard terms and conditions/information related to the respective **Banking Product** and any other **Banking Services** posted on the **Bank's Website** - https://bankofgeorgia.ge.

4.5. If the **Customer** does not use any of the **Banking Products** specified in the **Annexes** of the **General Terms and Conditions**, the **paragraph(s)** of the **General Terms and Conditions** regulating the respective **Banking Product** and the respective **Annexes** shall not apply to the **Customer**. The said **Annexes/Paragraph(s)** shall enter into force for the **Customer** from the moment the **Bank** grants him/her the right to use a specific **Banking Product**.

4.6. The **Agreement** (including the **General Terms and Conditions** and their **Annexes**) is available on the **Website** in Georgian, English and Russian versions. The version of the **Agreement** in the language in which the respective **Application** submitted by the **Customer** to the **Bank** and/or the respective **Annex** is executed shall apply to the **Customer**. In case more than one **Application**/**Annex** in connection with the same **Banking Service** is signed in two or all of the abovementioned languages, in case of discrepancy between the versions of the **Agreement** drawn up in different languages, the priority between the versions in interpretation shall be determined as follows: (a) the first priority shall be given to the version of the **Agreement** drawn up in Georgian; (b) then to the version drawn up in English and (c) finally to the version drawn up in another language. The mentioned norms shall also apply to the relations between the **Customer** and the **Bank** and/or to the drafting or interpretation of the **Agreement** and/or **Other Agreement Associated Thereto** or any other document.

5. Other Information Provided to the Customer

5.1. The **Bank's** supervisory authority is the National Bank of Georgia, whose website address is: https://nbg.gov.ge; legal address: №2, Sanapiro Str., Tbilisi 0114, Georgia. The National Bank of Georgia shall in no case be liable for improper fulfillment of obligations undertaken by the **Bank**.

5.2. The **Customer** can familiarize himself/herself with the information useful for customers on the website of the National Bank of Georgia: https://nbg.gov.ge/cp and on the hotline phone number: 032 2 406 406.

5.3. The **Customer** is aware that in accordance with the Law of Georgia On Deposit Insurance System, starting from January 1, 2022, the amount of all deposits/accounts of the **Customer** opened/existing with the **Bank**, regardless of the number of deposits/accounts, without payment of additional price, are insured by the Deposit Insurance Agency and is going to be compensated within the limit of GEL 30,000 (thirty thousand). Additional information can be found on the website of the Deposit Insurance Agency: https://diagency.ge.

5.4. The **Customer** can familiarize himself/herself with the information on currency exchange rates on the **Website** - https://bankofgeorgia.ge.

5.5. The terms and conditions of rendering by the **Bank** of payment **Banking Services** are set forth in these **General Terms and Conditions** and on the **Website** - https://bankofgeorgia.ge. In case of contradiction between the terms and conditions published on the **Website** and these **General Terms and Conditions**, these **General Terms and Conditions** shall prevail.

5.6. The **Customer** can obtain information about a particular **Transaction** via a **Service Center** and/or **Telephone Banking** (the **Customer** can also obtain certain information about certain **Transactions** via the **Remote Banking Services**). Also, depending on the type of a **Transaction**, the **Bank** may provide the **Customer** with the respective **Statement**, certificate, receipt and/or other documents in the form and under the terms and conditions determined by the **Bank**.

5.7. Any **Commission Fees**, amounts, fees and/or charges payable to the **Bank** under the **Agreement** and/or **Other Agreement(s) Associated Thereto** are stated exclusive of, and do not include, taxes (including, without limitation, without obligation to withhold taxes at source and/or indirect taxes imposed by any jurisdiction).

5.8. The **Bank's** records, including, but not limited to, telephone records, so-called electronic journals, are a document confirming the **Customer's** relationship with the **Bank**. The **Customer** recognizes the records made by the **Bank** as a legally binding document, even though the said documents may not represent the original and may be in the form of copies.

5.9. The **Customer** confirms and is aware that:

5.9.1. Filling in the **Application** on registration data at the **Bank** by him/her shall not automatically lead to change of contact channels, which are indicated in the **Application** for requesting specific **Banking Services**;

5.9.2. The **Bank** has the right to use the **Customer's** signature indicated on the **Application** as the **Customer's** signature specimen;

5.9.3. The activities of the **Bank** as well as of the **Group Companies** are regulated by the **Legislation** on the prevention of money laundering and similar crimes. Therefore, before the **Bank** opens an **Account** for a **Customer**, the **Bank** and/or **Group Companies** are obliged, in accordance with the law, to identify the **Customer** and/or his/her source of income. If the **Customer** fails to answer all questions on the **Application** or fails to provide the **Bank** with all requested information, the **Bank** has the right not to accept the **Customer's Application**;

5.9.4. In special cases, as a result of crime prevention measures, there may be a delay in execution of the **Customer's Orders** or receipt of funds, and if it is possible, the **Bank** shall explain to the **Customer** the reasons for the delay.

6. General Terms and Conditions of Banking Services

6.1. General terms and conditions for issuance and execution of the **payment order:**

6.1.1. For execution of the **Payment Order** the **Customer** shall carry out **Authorization** of the **Payment Order**, which can be done by the following methods:

6.1.1.1. with the **Customer's** signature executed in material form (including qualified electronic signature) on the **Payment Order**;

6.1.1.2. with the use of the **Remote Banking Services**, where **authorization** of the **Payment Order** is performed if the **Payment Order** is confirmed:

6.1.1.2.1. by means of the **Strong Authentication;**

6.1.1.2.2. by means of the **SMS Link;**

6.1.1.2.3. by means of the **SMS Code;**

6.1.1.2.4. by means of the **One-Time Authorization Code**;

6.1.1.2.5. by means of the **Access Code**;

6.1.1.2.6. In any other manner established by terms and conditions of the **Remote Banking Services**, including by confirmation of the **Transaction** by the **Customer Authorized** by the **Method of Strong Authentication** within the **Remote Banking Services**;

6.1.1.3. with the use of the **Payment Instrument**, including the **Card**, where **Authorization** of the **Payment Order** is performed, if the **Payment Order** is executed:

6.1.1.3.1. by using the **Payment Instrument**, **Card**, in tangible form;

6.1.1.3.2. by means of the **PIN Code**;

6.1.1.3.3. on the basis of the **Payment Instrument**, including **Card** identification data and/or the **One-Time Authorization Code**;

6.1.1.3.4. by means of the **Card** added to the **Payment Application** in accordance with the terms and conditions of the **Card**.

6.1.2. **Authorization** of the **Payment Order** to be executed using the **Payment Instrument**, including the **Card**, may be performed in before the **Receiver**, by linking/saving the respective **Payment Instrument**, including the **Card**, on the **Receiver's** website, application and/or internet platform of similar content, in which case the **Receiver** initiates the execution of the **Payment Order** based on the information about the **Payment Instrument**, including the **Card**, transmitted by the **Customer** to the **Receiver**.

6.1.3. The time of receipt of the **Payment Order** submitted to the **Bank** by the **Customer** or the **Receiver** shall be deemed to be the moment when the **Bank** confirms to the **Customer/Receiver** the receipt of the **Payment Order**.

6.1.4. The **Payment Order** shall be deemed received on the next **Banking Day** if:

6.1.4.1. the **Payment Order** is initiated on a non-banking day;

6.1.4.2. the **Payment Order** is initiated in respect of transfer in foreign currency out of the **Bank**, originating after 18:00 hours of the **Banking Day**;

6.1.4.3. the **Payment Order** is initiated in respect of a transfer in national currency out of the **Bank** originating after 17:35 hours of the **Banking Day**, the amount of which does not exceed GEL 10,000 (ten thousand); and

6.1.4.4. the **Payment Order** is initiated in respect of a transfer in national currency out of the **Bank** originating after 17:55 hours of the **Banking Day**, the amount of which exceeds GEL 10,000 (ten thousand).

6.1.5. If the **Customer** has issued the **Payment Order** to be executed on a certain day(s) or at the end of a certain period(s), or on the day when the **Customer** deposits money to the **Account**, or on the day of occurrence of a certain event specified by the **Customer**, the moment of receipt of the **Payment Order** shall be deemed to be the specified agreed day. If this day coincides with a non-banking day, the **Payment Order** shall be deemed received on the next **Banking Day**.

6.1.6. The **Bank** shall execute the **Payment Order** not later than the next **Banking Day** after receipt of the **Payment Order** by the **Bank**, except for cases provided for by the **Legislation**. Furthermore, if a foreign payment system or messaging system participates in execution of the **Payment Order**, the terms of execution of the **Payment Order** stipulated by this **Subparagraph** shall not apply to the execution of the **Payment Order**.

6.1.7. The **Payment Order** might not be executed immediately upon receipt of the **Payment Order**, but the **Bank** shall debit the respective amount in full from the **Customer's Account(s)** immediately upon receipt of such **Payment Order**, unless otherwise provided by the **Legislation**.

6.1.8. It is obligatory for the **Payment Order** to include the details established by the Order №8/04 of the President of the National Bank of Georgia dated January 22, 2015 "On Approval of the Procedure for Execution of Payment Transactions", so that the **Bank** can execute it properly.

6.1.9. The **Electronic Payment** order shall contain at least the following details:

6.1.9.1. **Account** number from which the **Payment Order** is to be executed;

6.1.9.2. amount and currency;

6.1.9.3. **Receiver's** account number and/or other identification data of the **Receiver**;

6.1.9.4. Other additional details determined by the **Bank** in accordance with the type of the **Payment Order**.

6.1.10. In order to execute the **Payment Order**, the **Customer** and the **Bank** shall sign the said **Payment Order**, except for the case when the **Payment Order** is submitted in electronic form.

6.1.11. The **Bank** has the right to refuse to accept the **Payment Order** and/or refuse to execute the **Payment Order**, if:

6.1.11.1. the **Payment Order** does not comply with the requirements established by the **legislation** and/or the rules and procedures established by the **Bank** (including the conditions established by the agreement concluded with the intermediary bank, in case of execution of the **Payment Order** through international transfer/foreign payment system or messaging system);

6.1.11.2. the **Payment Order** contains inaccurate information;

6.1.11.3. the amount on the **Account** is insufficient for execution of the **Payment Order**, including the **Commission Fee**, or the **Customer** has used up the cash limit of the **Overdraft** authorized on the **Account**, which is necessary for execution of the **Payment Order**;

6.1.11.4. the **Bank** has not received the **Payment Order** for any reason;

6.1.11.5. the amount of money or part thereof necessary for execution of the **Transaction** under the **Payment Order** is blocked, including if the amount of money is blocked by the **Bank**;

6.1.11.6. the volume of the **Transaction** under the **Payment Order** exceeds the limit for **Account(s)** or transfers set by the **Bank**;

6.1.11.7. the amount of money on the **Account** becomes subject to public law restrictions;

6.1.11.8. the **Bank** suspects fraud or illegal actions on the part of the **Customer** or a **Third Party**;

6.1.11.9. if the execution of the **Payment Order** leads to violation of the conditions related to sanctions specified in these **General Terms and Conditions**;
6.1.11.10. if there are other faults/circumstances that make it impossible to execute the **Payment Order**.
6.1.11.11. By the **Payment Order** a **Payment Transaction** is being carried out in favor of another customer/receiver of the **Bank**, and at the same time there is an **Order** issued from the same **Receiver** towards the **Bank** regarding the prohibition of crediting/receiving funds from the customer who issued the **Payment Order**;
6.1.11.12. The information specified by the **Customer** in the field of purpose of the **Payment Order** contradicts the principles of ethics (including the requirements of the **Terms and Conditions Relating to Customer's Unacceptable (Unethical) Behavior** set out in these **General Terms and Conditions**) or/and contains the content of an action prohibited by the **Legislation**.
6.1.12. The **Customer** is responsible for the correctness of the data indicated in the **Payment Order**.
6.1.13. In case the **Bank** refuses to accept and/or execute the **Payment Order**, the said **Payment Order** shall not be considered accepted.
6.1.14. In case the **Bank** refuses to accept the **Payment Order** and/or execute the **Payment Order**, the **Bank** shall provide such information to the **Customer** in the form of SMS message and/or in another form determined by the **Bank**, and/or the **Bank** shall provide such information to the **Customer** via the **Remote Banking Services**.
6.1.15. The **Customer** does not have the right to revoke the **Payment Order**, if it has been accepted by the **Bank**, except for cases provided by the **Legislation**. At the same time, if the **Authorization** of the **Payment Order** has been made before the **Receiver** and the **Payment Order** needs to be executed with a future date, including repeatedly, the **Customer** has the right to:
6.1.15.1. revoke the **Payment Order** from the **Receiver**, including by deleting/requesting information about the **Payment Instrument** (including the **Card**); or
6.1.15.2. instruct the **Bank** not to execute the **Payment Transaction** initiated by the **Receiver**.
6.1.16. In case the revocation of the **Payment Order** is allowed under the **Legislation** and internal policies/procedures of the **Bank**, the **Bank** shall have the right to establish a **Commission Fee** for revocation of the **Payment Order**.
6.1.17. The **Payment Order** may be issued directly for execution of **Conversion** and/or the **Payment Order** may be executed through **Conversion** under the following conditions:
6.1.17.1. in the course of the **Conversion**, the **Customer** may purchase another currency on the **Account** with one currency, if the **Customer** has the necessary amount of money on the **Account** to perform such **Transaction** in full;
6.1.17.2. the **Conversion** is being performed at the commercial rate set by the **Bank** at the moment of **Conversion**, unless otherwise stipulated by the **Legislation** and/or the agreement of the **Parties**;
6.1.17.3. The **Bank** has the right to block access to the amount of money required for **Conversion** (including the amount equivalent to the **Conversion Commission Fee**) on the **Customer's Account** from the moment of receipt of the **Conversion** order from the **Customer**.

6.2. Terms and conditions of the **Remote Banking Services**:
6.2.1. The **Customer** may use the **Remote Banking Services** (except **SMS Banking, E-mail Banking** and **SMS Link**) on the basis of registration of their **Universal Identifiers** in the **Centralized Customer Identification System**.
6.2.2. The **Customer** may register/receive and/or restore/replace the **Universal Identifiers** at a **Service Center** and/or **ATM** (using the **Card**), in the **Internet Banking** (only from the **Website** https://ibank.bog.ge), in **the Mobile Banking** and/or through **Online Identification**. In cases defined by the **Bank**, registration/receipt of **Universal Identifiers** is also possible via a **Self-Service Terminal** (using the **Card**) and/or via the **Website** https://bankofgeorgia.ge.
6.2.3. When the **Customer** registers in the **Centralized Identification System** in the **Service Center** or via **ATM**, the **Mobile Banking, Telephone Banking, Remote Service Channel** and **Remote Banking Services** related to the **Banking Products** are automatically activated for the **Customer**, and if the **Customer** registers in the **Centralized Identification System** via the **Internet Banking** (only from the **Website** https://ibank.bog.ge) or **Mobile Banking**, all **Remote Banking Services** are automatically activated for the **Customer**, except for **SMS Banking**, **E-mail Banking** and **SMS Link.**

6.2.4. In order to receive the **Remote Banking Services**, the **Customer** shall undergo **Authorization**. The **Bank** shall choose the method of **Authorization** when providing each respective **Remote Banking Service**.

6.2.5. During the period of using the **Remote Banking Services**, the **Customer** may, and upon the **Bank's** request, the **Customer** shall be obliged to change **Universal Identifiers** at any time, in accordance with the requirements established by the **Bank**, through **Remote Banking Service** or at the **Service Center**.

6.2.6. The Customer shall obligatorily change the **Password** given to him/her by the **Bank** as soon as the **Customer** uses the said **Password** for the first time.

6.2.7. The **Customer** may:

6.2.7.1. change the **Username** and **Password** via the **Internet Banking** and **Mobile Banking;**

6.2.7.2. change the **Financial Number** via the **Internet Banking;**

6.2.7.3. restore the **Password** via **ATM**, **Internet Banking** (only from the **Website** https://ibank.bog.ge) and **Mobile Banking**, as well as at the **Service Center**. For the purposes of this **Subparagraph**, if the **Customer** does not use the changed **Password** within 30 (thirty) calendar days after changing the **Password**, the **Password** change shall be automatically canceled, unless the **Bank** decides otherwise.

6.2.8. The **Bank** at its own discretion determines the rules and conditions for changing/restoring the **Password** and **Username**, as well as the list of **Transactions** where the use of **One-Time Authorization Code** and/or confirmation by **Strong Authentication** is mandatory.

6.2.9. Within the framework of the **Remote Banking Services**, not always the **Transaction** can be completed immediately after issuance of the **Order**. Processing of some issues may take some time, and in some cases they may be realized within 2 (two) **Banking Days** from the moment of their submission to the **Bank**, except for cases stipulated by the **Legislation**.

6.2.10. Based on the **Bank's** request, the **Customer** shall assist the **Bank** and/or law enforcement authorities in compensation of damages/losses caused as a result of unauthorized use of the **Remote Banking Services**.

6.2.11. The **Customer** acknowledges and agrees not to use the **Remote Banking Services** for illegal purposes or in a manner that violates the rights of the **Bank** or a **Third Party**.

6.2.12. The **Bank** shall endeavor to notify the **Customer** of temporary suspension or termination of the **Remote Banking Services** by using electronic messages or other means. However, failure of the **Customer** to receive the said notification shall not entail liability of the **Bank**.

6.2.13. Upon receipt of the respective request from the **Customer**, the **Bank** shall ensure immediate suspension and/or cancellation of any **Order**, unless otherwise provided for by the **Legislation**.

6.2.14. Any **Transaction**, including **Payment Transaction**, performed within the framework of the **Remote Banking Services** using **Universal Identifiers** in the **Customer's** use, regardless of from which and whose device the **Transaction/Payment Transaction** is initiated, shall be an **Authorized Transaction/Payment Transaction**.

6.2.15. The **Bank** shall not be liable if the **Bank** is unable to provide the **Remote Banking Services** to the **Customer** for reasons beyond the **Bank's** control, including due to failure of the **Bank's** system or the software of the **Remote Banking Services**.

6.2.16. The **Customer** authorizes the **Bank** to execute all **Orders** given by the **Customer** to the **Bank** verbally or electronically, which the **Customer** gives via the **Remote Banking Services**.

6.2.17. The **Customer** agrees and authorizes the **Bank,** on the basis of the **Order** given to the **Bank** by the **Customer** via the **Remote Banking Services**, to open a respective **Account** for the **Customer** in accordance with the terms and conditions established by the **Bank**.

6.2.18. The consent given by the **Customer** to the terms and conditions of the contract/agreement/**Order** via the **Remote Banking Services** shall have the same legal force as the **Customer's** signature on the respective contract/agreement executed in tangible form, and the said contract/agreement shall enter into force from the moment the **Bank** receives the **Customer's** consent via the **Remote Banking Services**.

6.2.19. After **Authorization** through **Strong Authentication** in the **Remote Service Channel**, the **Customer** has the opportunity to make a **Payment Transaction** by means of the **Card** (payment of the cost of goods/services in the form of non-cash settlement within the framework of the **Bank's** e-commerce service by means of the **Card** or **Card Identification Data**).

6.3. Terms and conditions for confirming the document by **SMS Code**:

6.3.1. In accordance with the procedures established by the **Bank**, the **Bank** shall have the right to offer the **Customer**, within any **Transaction, Order** and/or **Banking Services**, to confirm by **SMS Code**, instead of signing by the **Customer** in tangible form, any document offered by the **Bank** (including an agreement) (hereinafter, for the purposes of this **Paragraph**, jointly referred to as the **Document Subject to Confirmation by SMS Code**), in accordance with the terms and conditions established by this **Paragraph**.

6.3.2. The **Bank** shall determine the list/types of **Document Subject to Confirmation by SMS Code** at its own discretion.

6.3.3. The **Bank** shall send to the **Financial Number** and/or other cell phone number indicated/defined by the **Customer** in advance: (a) the respective **SMS Code**; and (b) data of the respective **Document Subject to Confirmation by SMS Code**, the content and form of which shall be determined by the **Bank** at its own discretion.

6.3.4. By providing the **SMS Code** to the **Bank** by the **Customer** (the **Customer** shall communicate the **SMS Code** orally to the respective employee of the **Bank**), the **Customer** confirms that he/she has fully familiarized himself/herself with the respective **Document Subject to Confirmation by SMS Code**, agrees with the correctness of the terms and conditions/information contained therein and wishes to execute/sign the **Document Subject to Confirmation by SMS Code**.

6.3.5. In case the **Customer** sends the **SMS Code** to the **Bank**, the **Bank** shall enter the **SMS Code** into the software and complete the process of signing/executing the **Document Subject to Confirmation by SMS Code**.

6.3.6. The confirmation of the **Document Subject to Confirmation by SMS Code** by the **Customer** shall have the same legal force as the tangible signature of the **Customer** on the tangible document;

6.3.7. Upon confirmation of the **Document Subject to Confirmation by SMS Code**, the **Bank** shall, upon the **Customer's** request, provide the **Customer** with a copy of the **Document Subject to Confirmation by SMS Code**;

6.3.8. The **Bank** shall not be liable for possible damage/losses that may arise as a result of sending the **SMS Code** to the **Financial Number** and/or other cell phone number that the **Customer** has incorrectly indicated to the **Bank**.

6.4. Terms and conditions for confirming the document by **SMS Link**:

6.4.1. The **Bank** shall be entitled to offer the **Customer**, within the framework of execution of the **Customer's Transaction** and/or **Order**, provision of the **Banking Services** and/or any other agreement between the **Bank** and the **Customer** (including **Other Agreements Associated Thereto**), to confirm by **SMS Link**, instead of signing by the **Customer** in tangible form, any document offered/sent to the **Customer** by the **Bank** (including any agreement and/or **Application**) (hereinafter, for the purposes of this **Paragraph**, jointly referred to as the **Document Subject to Confirmation by SMS Link**), in accordance with the procedures established in the **Bank** and terms and conditions defined in this **Paragraph**.

6.4.2. The **Bank** shall determine the list/types of **Document Subject to Confirmation by SMS Link** at its own discretion.

6.4.3. The **Bank** shall, at its own discretion, send the **Customer** an **SMS Link** to the **Financial Number** and/or **Financial E-mail** specified/determined by the **Customer** in advance, through which the **Customer** has the opportunity to fully familiarize himself/herself with the offered **Document Subject to Confirmation by SMS Link** and agree or disagree with it.

6.4.4. In case of confirmation of the **Document Subject to Confirmation by SMS Link**, the **Customer** confirms that he/she is fully familiarized with the respective **Document Subject to Confirmation by SMS Link** offered to him/her by the **Bank**, agrees with the accuracy of the terms/information contained therein and is willing to execute the **Transaction** and/or **Order** specified in the **Document Subject to Confirmation by SMS Link**, and/or execute/sign the document offered by the **Bank** within the framework of the **Banking Services** and/or any other agreement to be concluded between the **Bank** and the **Customer** (including agreement and/or **Application).**

6.4.5. The confirmation by the **Customer** by **SMS Link** of the **Document Subject to Confirmation by SMS Link** shall have the same legal effect as the **Customer's** tangible signature on the tangible document.

6.4.6. Upon confirmation by **SMS Link**, the **Bank** shall, upon the **Customer's** request, provide the **Customer** with a tangible copy of the respective **Document Subject to Confirmation by SMS Link.**

6.4.7. The **Bank** shall not be liable for possible damage/losses that may occur as a result of sending an **SMS Link** to the **Financial Number** and/or **Financial E-mail** specified by the **Customer** to the **Bank** incorrectly.

6.5. Additional terms and conditions of the **Banking Services**:

6.5.1. If the **Customer** is a minor and his/her interests in the **Bank** are represented by a legal representative, the legal representative, in accordance with the procedure established by the **Legislation**, shall be liable for any **Transaction** performed by the **Customer** within the framework of the **Remote Banking Services**; Besides, he/she gives prior consent for payment of **Commission Fees, Penalties** and other payments that may arise for the **Customer** within the use of the **Banking Services**, and confirms that he/she is aware that the **Bank** has the right at any time, without notice, to limit and/or change the list of **Transactions** allowed to the minor **Customer** within the framework of the **Banking Services** and/or set limits of **Transactions**.

6.5.2. If any type of public law restriction is recorded in the name of the **Customer** in the **Bank** and the **Customer** uses the **Overdraft** or a credit card, regardless of what is recorded in the statement of debt and/or funds available on the **Account,** or in another type of document, the public law restriction on the **Overdraft** and/or credit card shall apply to the amount placed on the **Account** of the respective **Overdraft** and/or credit card after the recording of the public law restriction.

6.5.3. In case of allowing an **Unauthorized Limit** on the **Account**, the **Customer** is going to be charged an annual interest rate of 24% of the **Unauthorized Limit** used by the **Customer**, if the **Customer** does not exceed the **Overdraft** limit agreed between the **Customer** and the **Bank**, and in case the **Unauthorized Limit** is allowed (negative balance on the **Account**) within exceeding of the **Overdraft** limit, the **Customer** is going to be charged an annual interest rate determined for the **Overdraft**. If the **Bank** and the **Third Party** - customer of the **Bank** participating in the payroll program in which the **Customer** is employed have reached an agreement on the interest rate charged on the **Overdraft** in case the **Overdraft** is used by the **Customer**, if an **Unauthorised Limit** is allowed on the **Account** linked to the **Card** taken by the **Customer** under the payroll program, the **Customer** is going to be charged the interest rate of the **Unauthorised Limit** used by the **Customer**, which has been agreed between the **Bank** and the **Third Party** - customer of the **Bank** at the time of ordering the **Card** by the **Customer**, but not more than 24% per annum.

6.5.4. In case of crediting money from various websites (including gaming establishments) to the **Customer's Account**, the said amount shall be reflected within 3 (three) **Banking Days** after the crediting. Regardless of the reservation specified in this **Paragraph**, the **Customer** has the right to cash out the won amount immediately after crediting or make payment via POS-terminal.

7. Rights and Obligations of the Parties

7.1. The **Bank** is authorized to, at its own discretion and unilaterally (including without limitation in cases expressly defined in the **Agreement**), without additional consent/acceptance of the **Customer:**

7.1.1. Act in accordance with the **Customer's Order**, including the **Payment Order**, even if such **Order** contradicts any other **Order** given by the **Customer** to the **Bank** earlier;

7.1.2. Set certain limits for the **Transactions**, including **Transactions** performed within the framework of the **Remote Banking Services**, and periodically change said limits at its own discretion;

7.1.3. At its own discretion contact the **Customer** and check **Authorization** of the **Transaction** or **Order** or **Authorization** of the **Payment Order** in case the amount of the initiated **Transaction** or **Order** or **Payment Order** exceeds the limits set by the **Bank**, as well as suspend execution of such **Transaction/Order** until the moment of checking its **Authorization**;

7.1.4. Debit from the **Customer's Account** the amount necessary for execution of the **Order**;

7.1.5. Debit from the **Customer's Account(s)** any amount paid or incurred by the **Bank** for the execution of any **Order**, including the costs of management of the **Accounts** and **Transaction** executed according to the **Customer's order**;

7.1.6. In accordance with the tariffs in force at the **Bank**, debit the **Commission Fee** from any **Account** of the **Customer**, and in case of agreement with the **Customer**, debit it in the agreed order. If the **Commission Fee** and the amount of funds on the **Account** are in different currencies, the **Bank** itself shall perform the **Conversion** at the commercial rate set by the **Bank** on the day of payment, the cost of which shall also be debited from any **Account** of the **Customer** without the acceptance/additional consent of the **Customer**, and the converted amount shall be used to cover the **Commission Fee**;

7.1.7. If there is no necessary amount of money on the **Customer's Account(s)** to pay the **Commission Fee** in full and properly, debit a part of the **Commission Fee** in the volume of the amount on the **Account(s),** and the remaining part - as soon as the money is received on the **Account(s).**

7.1.8. Refuse to provide the **Banking Services** to the **Customer**, if the **Customer** has not completed or has not completed in time, has not signed and/or has not confirmed, or has not returned/transmitted to the **Bank** the **Application** (if any) or a document required for the use of the **Banking Services**, in a form and with a content acceptable to the **Bank**;

7.1.9. After examination of the **Application** and/or other documents, not to accept the said documents and refuse to provide/render the **Banking Service** requested by the **Customer** without explaining the reasons;

7.1.10. In compliance with the requirements of the **legislation** and in accordance with the rules and procedures established by the **Bank**, taking into account the financial and human resources to be spent by the **Bank** for processing and realization of **Transactions** requested by the **Customer**, establish a different amount of the **Commission Fee**, including setting a different amount of the **Commission Fee** on the basis of a notice sent to the **Customer** by any means of communication provided for in these terms and conditions. In case of setting a different amount of the **Commission Fee**, the **Commission Fee** determined by the notice and/or the **Commission Fee** additionally agreed upon shall apply to the **Customer**;

7.1.11. Establish additional terms and conditions regarding the provision of credit (or bank credit or loan) requested by the **Customer**;

7.1.12. At any time change these **General Terms and Conditions** and their **Annexes** placed on the **Website**, as well as any other standard terms and conditions of the **Banking Services** provided for by this **Agreement** or determined by the **Bank** in any other form;

7.1.13. At any time to fully or partially cancel and/or temporarily terminate providing service with the **Bank Product**, of which the **Bank** shall inform the **Customer** in accordance with the terms and conditions stipulated in the **Agreement**, however the failure of the **Bank** to fulfill the said obligation shall not be considered as a breach of the terms and conditions of the **Agreement** by the **Bank**;

7.1.14. Fully or partially delegate/transfer the rights and obligations stipulated by the **Agreement** to a **Third Party**, except for cases when such delegation/transfer may lead to weakening of the **Bank's** guarantee of fulfillment of the terms and conditions of the **Agreement**;

7.1.15. Debit from the **Customer's Account(s)** the amounts used as collateral for the claim and to allocate them to the repayment of the respective claim;

7.1.16. In the event of a public law restriction on the specific amount of money in the name of the **Customer**, and in the event that the sufficient amount of the money determined by the public law restriction is placed on different **Accounts** (including, for avoidance of any doubt, on such **Account**, which the **Customer** has opened in **Customer's** own name for purposes of conduction commercial operations) of the **Customer**, accumulate the full amount of the money determined by the public law restriction in one **Account** of the **Customer**, from other **Account(s)** of the **Customer** (from all, several or one **Account**) by transferring the relevant funds to one **Account** of the **Customer** and to apply a public law restriction only to this **Account**;

7.1.17. In accordance with the **Legislation**, block/reserve any **Account** of the **Customer** and/or write off all liabilities/payables from any **Account** (including, for avoidance of any doubt, from such **Account**, which the **Customer** has opened in **Customer's** own name for purposes of conduction commercial operations) of the **Customer**, including deposit **Accounts** of any type, without acceptance/additional consent of the **Customer**, and if the liability/payable and the amount on the **Account** are in different currencies, the **Bank** itself shall carry out the **Conversion** at the commercial rate effective in the **Bank** on the day of payment, and debit the cost of the **Conversion** service from the account without the **Customer's** acceptance/additional consent, and use the converted amount to cover the respective liability/payable. The **Bank** shall have the right, in accordance with the procedures and conditions established in the **Bank,** to determine the amount of interest, **Commission Fee**, **Penalty** and/or other financial expenses and/or allow an **Unauthorized Limit** on the **Customer's** account until the full performance of the liability/payable;

7.1.18. In order to protect the **Customer's** interests, immediately suspend or terminate provision of the **Remote Banking Services** to the **Customer**, if the **Bank** suspects that security norms have been violated and/or there is a fraudulent and/or unauthorized use of the **Remote Banking Services** and/or such suspension is advisable for other reasons. In case of suspension or termination of provision of the **Remote Banking Services** in the case provided for by this **Paragraph**, the **Bank** shall notify the **Customer** thereof through means of communication provided for in the **Agreement**, except for cases when provision of information to the **Customer** on the grounds of suspension/termination is not allowed due to objectively justified security reasons, unless otherwise provided for by the **Legislation**;

7.1.19. Taking into account the interests of the **Customer** and in order to protect these interests, immediately suspend or terminate or block/reserve the **Payment Instrument**, including the **Card** and/or the **Payment Instrument** with credit limit, if the **Bank** suspects that security norms have been violated and/or there is a fraudulent and/or unauthorized use of the **Payment Instrument**, and/or if such suspension is advisable for other reasons, and/or if the **Customer** has an overdue obligation towards the **Bank** and/or the risk of non-fulfillment of the **Customer's** payment obligations has significantly increased. In such a case, the **Bank** shall notify the **Customer** of the above by means of the means of communication provided for in the **Agreement**, except for cases when providing the **Customer** with information on the grounds for suspension/termination is not allowed due to objectively justified security reasons, unless otherwise stipulated by the **Legislation.**

7.1.20. Change the requirements established for electronic/digital devices intended for receiving the **Remote Banking Services,** and/or for the software of these devices.

7.2. The **Customer** shall:

7.2.1. In order to use the **Banking Services**:

7.2.1.1. carefully/in detail familiarize with the **Agreement** and comply with its requirements;

7.2.1.2. fill in and/or sign/agree with the **Application** (if any) and/or any other document required for provision of the respective **Banking Service**.

7.2.2. Submit to the **Bank** any **Order** correctly and completely, accurately indicate the necessary details of the **Order**, including the **Payment Order**, and/or other information required by the **Bank** necessary for execution of the **Order**.

7.2.3. When using the **Remote Banking Services**, the **Customer** shall not leave unattended the respective device from which he/she uses the **Remote Banking Services** and shall not allow **Third Parties** to use the said device until the **Customer** finishes using the **Remote Banking Services** and makes sure that the device cannot be used by **Third Parties**.

7.2.4. Shall not use the **Banking Services** if it leads to (a) overdrawing of the amount available on the **Account** (falling below the 0 mark) or (b) exceeding the **Limit**. In case of breach of the said obligation by the **Customer**, an **Unauthorized Limit** is going to be allowed to the respective account of the **Customer** in accordance with the terms and conditions stipulated in the **Agreement**, and the **Customer** shall be obligated to repay it immediately.

7.2.5. Pay the **Commission Fee** according to the rates set by the **Bank** at the moment of payment and stipulated by the **Agreement**, with the frequency and within the terms determined by the **Bank**, unless otherwise stipulated by an additional agreement of the **Parties**. In addition, if a foreign payment system or messaging system (hereinafter referred to as the **Foreign Intermediary**) is involved in the execution of the **Payment Transaction** (as well as in its modification) or cancelation of the **Transaction** or refund of the amount, the **Foreign Intermediary** may set an additional **Commission Fee** to be paid by the **Customer**, including out of the amount of the transferred/paid money, regardless of whether a **Payment Transaction** or a **Transaction** with a guarantee of full credit to the **Receiver** has been executed. The **Customer** may also be charged a **Commission Fee** for incoming crediting of non-guaranteed type (SHA and/or BEN) (which may be additionally requested by the **Foreign Intermediary** and/or the **Bank** and which the **Bank** shall deduct from the credited amount), not more than 30 units in case of USD and EUR and/or not more than 100 GEL in case of other currencies (depending on the amount of crediting).

7.2.6. Pay himself/herself all taxes/dues determined by the **Legislation** or legislation of another country (if applicable to the **Customer**), which may arise in connection with the use of the **Banking Services**.

7.2.7. In case the **Bank** incurs any tax liability in connection with the **Customer's** tax liability in accordance with the **Legislation**, immediately reimburse the **Bank** for all such liabilities.

7.2.8. In addition to complying with the requirements of the **Legislation**, ensure compliance with the legislation of all relevant countries whose legislation may, for one reason or another, apply to him.

7.2.9. Immediately notify the **Bank** in writing:

7.2.9.1. on any changes and/or cancellation of the document certifying the authorization and/or information submitted/sent to the **Bank**. The notification obligation specified in this **Paragraph** shall unambiguously apply to all documents submitted to the **Bank**, on the basis of which: (a) the **Customer** has issued authorization to act on his/her behalf, and/or (b) the **Customer** is represented by a principal/represented person or trustee/authorized person. The **Bank** shall not be liable for damages/losses resulting from actions taken prior to receipt of the respective notice of amendment and/or cancellation;

7.2.9.2. on loss and/or revocation of any kind of identification document by the **Customer**. Otherwise, the **Bank** shall not be liable for possible or actual damage/losses;

7.2.9.3. on changes in the information/data indicated in the **Application**/transmitted to the **Bank** in any form, including any change of contact information, **Financial Number, Financial E-mail**, contact e-mail. For the avoidance of doubt, the **Bank** shall be released from liability if the information indicated in the **Application** or transmitted to the **Bank** in any form does not correspond to the **Customer's** identification data and due to this the **Customer** cannot receive the **Banking Services** or the confidentiality of the **Customer's** information is violated. Communication of the **Bank** to any contact data available to the **Bank** prior to receipt of the respective notification of changes is deemed to have been duly sent to the **Customer**, and the **Bank** shall not be liable for possible breach of confidentiality of the **Customer's** information or resulting damage/losses;

7.2.10. Not to share and/or disclose and/or transfer in any form to **Third Parties** the **Universal Identifiers**, **Authentication Elements**, including **One-Time Authorization Codes**, **Access Codes, PIN Codes**, including by entering information into any online platform/application or technical device, which are not under the **Bank's** control and/or the **Bank** has not allowed the performance of the **Transaction** and/or **Authorization** through them;

7.2.11. Immediately notify the **Bank** in writing or electronically or by telephone:

7.2.11.1. about **Unauthorized Payment Transaction** or **Unauthorized**/incorrectly executed **Transaction**;

7.2.11.2. about the fact of loss, theft, misappropriation or unauthorized use of the **Payment Instrument**, including the **Card**;

7.2.11.3. about use of the **Remote Banking Services** by unauthorized person.

7.2.12. Pay all due payments, including payments that may be stipulated for the next **Banking Day**, in case the operational date does not coincide with the **Banking Day** and the **Transaction** shall be performed on the date of the next **Banking Day**;

7.2.13. Within the framework of using the **Bank Services**, in case of the **Bank's** request, immediately provide the **Bank** with the information/documentation requested by the **Bank;**

7.2.14. Periodically familiarize with the information posted on the **Website**, including announcements and amendments and supplements to these **General Terms and Conditions** and their annexes, as well as to the standard terms and conditions of other **Banking Services**;

7.2.15. Within 12 (twelve) months after submission of the **Application** to the **Bank,** use the **Bank Service** requested by him/her at least once (unless otherwise directly stipulated by the terms and conditions of the **Bank Service**). If the **Customer** fails to use the requested **Banking Service** within the specified term, the **Bank** shall be entitled to unilaterally terminate and/or suspend the provision of the respective **Banking Service** to the **Customer**. Termination and/or suspension of one of the **Banking Services** shall not entail termination and/or suspension of another **Banking Service**.

7.2.16. The **Customer** shall submit to the **Bank**, within the terms set forth below and/or during the reasonable term established by the **Bank's** written request, in a form acceptable for the **Bank,** any document and/or information which Is required by the **Bank**: (a) for the purpose of monitoring the purpose of the respective credit agreement, credit line agreement or/and overdraft agreement concluded between the

Bank and the **Customer**, or/and fulfilment by the **Customer** of any other obligations undertaken under the said credit agreement, credit line agreement or/and overdraft agreement; (b) for the purpose of confirming the fact of disbursement of the credit amount granted under the respective credit agreement, credit line agreement or/and overdraft agreement concluded between the **Bank** and the **Customer**; (c) for the purpose of confirming the description of the property/services acquired with the credit amount granted under the respective credit agreement, credit line agreement or/and overdraft agreement concluded between the **Bank** and the **Customer**, or/and for the purpose of property valuation; (d) in order to classify the respective credit agreement, credit line agreement or/and overdraft agreement concluded between the **Bank** and the **Customer** within the taxonomy of sustainable financing established by the National Bank of Georgia; e) for the purpose of full and unhindered fulfilment by the **Bank** of the requirements established by the **Legislation**.

7.3. The **Customer** has the right to:

7.3.1. In order to use the **Banking Services** defined in the Agreement, apply to the **Bank** with an **Application** (if necessary). The **Application** shall be considered by the **Bank** if at the time of executing the **Application** the **Customer** has satisfied all conditions stipulated in the **Agreement** and/or **Other Agreement Associated Thereto**;

7.3.2. At any time on the basis of the relevant **Application** to request the **Bank** to terminate the **Banking Product/Service** only if the **Customer** does not have any kind of outstanding obligations (financial or any other) to the **Bank** regarding a particular **Banking Product/Service**.

7.4. **Continuing Obligations of the Customer:**

7.4.1. The **Customer** is obliged to:

7.4.1.1. Comply with the terms and conditions of any agreement or/and other transaction or/and other obligations, the failure to comply with which may adversely affect the fulfilment of the **Customer's** obligations under the **Agreement**, its **Annex** or/and **Other Agreement Associated Thereto**;

7.4.1.2. Not to commit offences (administrative, criminal, etc.) provided for by the **Legislation**, including, but not limited to:

a) Acts/actions related to terrorism;
b) Drug-related offences;
c) Offences against public security and order;
d) Offences against cultural heritage;
e) Offences against the rules of environmental protection and use of natural resources;
f) Offences against human rights and freedoms;
g) Offences against public health and public morals,
h) Offences against entrepreneurial or other economic activity and offences in the monetary and credit system;
i) Acts related to money laundering, fraud, financing of terrorism or/and other types of financial offences;
j) Offences related to bribery or/and corruption.

7.4.1.3. Not to trade or/and manufacture such goods or/and products or perform other activities that are prohibited by the **Legislation**, including, without limitation, the **Customer** shall not manufacture/trade:

a) Weapons;
b) Radioactive materials;
c) Asbestos fiber;
d) Animals and plants (including fishing by prohibited methods);

7.4.1.4. Not to violate the **Terms and Conditions Relating to Sanctions** stipulated in this **Agreement**.

8. Representations and Warranties of the Customer

8.1. The **Customer** represents and warrants that:

8.1.1. As of the moment of executing/signing the **Agreement** and/or **Other Agreement Associated Thereto**, he/she is capable;

8.1.2. For the purpose of execution and enforcement of the **Agreement,** its **Annex** and/or **Other Agreement Associated Thereto**, he/she has acquired all necessary permits, approvals or proxies;

8.1.3. The **Customer's** actions are/shall not be intended to cheat the **Bank**. A document and/or information submitted/transferred by the **Customer** to the **Bank** for the purpose of execution of the **Agreement,** its

Annex and/or **Other Agreement Associated Thereto**, and/or within the framework of provision of the **Banking Services,** are true, correct and complete. Furthermore, the **Customer** is aware that submission of false documents and/or information as well as misuse of a special purpose credit represents the punishable offence according to the **Legislation**;

8.1.4. Execution of the **Transaction** shall not violate: (a) the terms of any other agreement to which the **Customer** is a party; (b) the terms of any license held by the **Customer**; (c) other obligations of the **Customer** (if any); (d) the **Legislation**; (e) any kind of provision, rule, decree, decision, order, instruction, regulation issued by any authorized body; or (f) any restriction imposed by the state, government or regulatory, judicial or arbitration body, for compliance with which the **Customer** is responsible;

8.1.5. The **Agreement,** its **Annex** and/or **Other Agreement Associated Thereto** are/shall be executed by him/her voluntarily, without any violence, threat, cheating, misleading and/or any other circumstances on behalf of the **Bank** or **Third party**;

8.1.6. By the moment of executing/signing the **Agreement,** its **Annex** and/or **Other Agreement Associated Thereto**, he/she does not participate in any dispute (as a plaintiff, defendant, **Third Party** or otherwise) which jeopardizes his/her assets/property and/or performance by him/her of the terms of the **Agreement,** its **Annex** and/or **Other Agreement Associated Thereto**;

8.1.7. By the moment of executing of the **Agreement,** the **Customer** fulfills/does not violate **Customer's Continuing Obligations.:**

8.1.8. He/she is aware that the **Bank's** policy strictly prohibits participation of a director, authorized **Person**, representative, employee, other staff or related **Person** and/or affiliated entity in such actions which stipulate offering or accepting of any valuable thing/intangible property (directly or indirectly), receiving benefit, unfairly acquiring or retaining business or other business-related advantage by any of the **Persons, Bank,** related **Person** and/or affiliated entity or their client;

8.1.9. He/she (including his/her representative) or related **Person**:

8.1.9.1. has not directly or indirectly paid or received (or has not been involved in any deal, which provides for the payment or receipt of) any illegal and/or hidden commission fee, bribe, or compensation, which may be related to the **Agreement,** its **Annex** and/or **Agreement Associated Thereto**; and/or

8.1.9.2. has not taken any action (including collusion), which could have affected entering into the **Agreement,** its **Annex** and/or **Agreement Associated Thereto** which aims at artificial control and/or creation of non-competitive environment; and/or

8.1.9.3. has not offered or accepted any valuable thing/intangible property, which may have affected the actions of the **Bank,** its director, authorized **Person,** representative, employee, other staff or related **Person** and/or affiliated entity, and neither the above-mentioned **Persons** have threatened his/her property or reputation in order to unfairly acquire business-related advantage, or do the business; and/or

8.1.9.4. has not been otherwise involved in the corruptive activity.

8.2. Violation of the **Bank's** policy or any of the above-mentioned provisions shall result in termination of the **Customer's** right to use any **Banking Services** (including credit, credit line, overdraft, guarantees, letters of credit and other types of documentary operations) provided for in the **Agreement,** its **Annex** and/or **Agreement Associated Thereto** or a part thereof and/or the termination of the **Agreement,** its **Annex** and/or **Agreement Associated Thereto.** Furthermore, such termination does not exclude the responsibility and respective sanctions of the **Customer** and/or his/her director or related **Person** and respective sanctions stipulated by the **Legislation** (including, without limitation, the criminal responsibility).

8.3. These **Representations and Warranties** of the **Customer** are in effect prior to full and due performance of the obligations assumed by the **Parties** under the **Agreement,** its **Annex** and/or **Agreement Associated Thereto**, despite full or partial termination of the **Agreement,** its **Annex** and/or **Agreement Associated Thereto.**

8.4. The **Customer** shall immediately inform the **Bank** in writing regarding all circumstance(s) which may be incompliant with his/her above indicated **Representations and Warranties** and/or may cause their violation; Also, he/she shall notify the **Bank** on any such occurrence which may jeopardize his/her assets/property and/or full and proper performance by the **Customer** of obligations assumed under the **Agreement,** its **Annex** and/or **Agreement Associated Thereto.**

8.5. The **Parties** represent and acknowledge that the **Bank** enters/shall enter into and fulfill obligations assumed under the **Agreement,** its **Annex** and/or **Agreement Associated Thereto** only on the basis of the above **Representations and Warranties** of the **Customer**.

8.6. The **Customer** shall ensure by all means that persons related to the **Customer** (including, but not limited to, **Additional Cardholders**) do not take any action during the entire term of the **Agreement** that could lead to a breach of the **Representations and Warranties**.

8.7. In case of breach of the **Representations and Warranties** (the right of the **Bank** to claim compensation of losses/damages caused by such breach of the **Representations and Warranties** is not limited), if the **Customer** fails to eliminate such breach within 10 (ten) **Banking Days** from the moment of receipt of the notice of breach, the **Customer** agrees to indemnify and hold the **Bank** harmless from any losses (including, but not limited to, consequential losses), complaints, expenses (including, without limitation, expenses incurred by the **Bank** to exercise its rights), legal proceedings and any other liabilities that may arise as a result of such breach.

9. Responsibility of the Parties

9.1. Specific terms of the **Parties'** responsibility:

9.1.1. For damages/losses resulting from non-performance and/or incorrect performance of the **Payment Transaction** and/or performance with violation of terms:

9.1.1.1. the **Bank** shall not be liable if non-performance and/or incorrect performance of the **Payment Transaction** and/or performance of the **Payment Transaction** with violation of terms is caused by:

9.1.1.1.1. ***Force Majeure*** circumstances;

9.1.1.1.2. incorrect/incomplete indication of **Payment Order** details by the **Customer**;

9.1.1.1.3. failure by the **Customer** to fulfill the obligations/conditions established by the **Agreement** in connection with the fulfillment of the **Payment Order**;

9.1.1.2. The **Bank** shall not be liable:

9.1.1.2.1. if the term stipulated by the **Legislation** and/or the **Agreement** have passed, within which the **Customer** has the right to claim compensation for losses/losses;

9.1.1.2.2. if the **Bank** justifies that the **Receiver's** provider has received the amount of the **Payment Transaction**;

9.1.2. The **Customer** shall be fully liable for damages/losses that may occur as a result of an **Unauthorized Payment Transaction**, if the damages/losses are caused:

9.1.2.1. by fraudulent and/or criminal actions of the **Customer**;

9.1.2.2. by willful or grossly negligent breach by the **Customer** of any obligation defined in the **General Terms and Conditions**. In this case, the maximum amount of liability defined in **Subparagraph 9.4.2** of this **Article** shall not apply;

9.1.2.3. violation of rules as a result of willful violation or violation due to gross negligence on the part of the **Customer** of the use of the **Remote Banking Services** defined in the **General Terms and Conditions**;

9.1.2.4. use by the **Customer** of the **Payment Instrument**, including the **Card**, in violation of the terms and conditions established for this **Payment Instrument**;

9.1.2.5. the **Customer** fails to comply with the security measures of the **Payment Instrument**, including the **Card**, issued to him/her, and/or fails to ensure protection of personalized characteristics of this **Payment Instrument**, including the **Card Identification Data**;

9.1.2.6. in case of detection of the fact of loss, theft, misappropriation or illegal use of the **Payment Instrument**, including the **Card**, the **Customer** shall not notify the **Bank** or the person appointed by the **Bank** immediately after detection of the fact;

9.1.2.7. if the terms stipulated by the **Legislation** and/or the **Agreement**, within which the **Customer** has the right to claim compensation for damages/losses, have passed.

9.1.3. The **Customer** has the right to demand from the **Bank** to reimburse the amount of the **Payment Transaction** executed on the basis of an **Unauthorized Payment Order** and/or correction of an incorrectly executed **Payment Transaction**, if not more than 13 (thirteen) months have passed from the moment of execution of the **Payment Transaction** executed without **Authorization** of the **Payment Order** and the **Customer** has notified the **Bank** about **Unauthorized Payment Transaction** or incorrectly executed **Payment Transaction** as soon as possible, without undue delay, after receiving information about such **Transaction**, and in case of direct **Debit** - within the term established by the rules of the National Bank of Georgia. The terms stipulated by this **Paragraph** shall not apply, if the **Bank** has not provided the **Customer** with information on the status of the **Payment Transaction** in the agreed form and/or has not ensured availability of such information in the agreed form.

9.1.4. The **Bank** shall reimburse/return to the **Customer** the amount withheld by the ATM within 3 (three) **Banking Days** from the moment of the **Customer's** relevant application.

9.1.5. Unless otherwise established by the **Legislation**, regardless of the above provisions, if the **Payment Transaction** is made with the use of a **Card** and the provider (acquirer) of the **Receiver** of the **Payment Transaction** is a foreign provider of payment services, the **Customer** shall have the right to demand from the **Bank** reimbursement of the amount of the **Payment Transaction**, if:

9.1.5.1. an **Unauthorized Payment Transaction** has been performed;

9.1.5.2. upon detection of such **Payment Transaction**, the **Customer** notifies the **Bank** thereof without undue delay, but not later than 75 days after debiting the **Account**; and

9.1.5.3. in connection with the execution of the **Payment Transaction**, the fraud of the **Third Party** is clearly visible and/or the case reported by the **Customer** is similar in content and/or circumstances to the case(s) considered by the **Bank** during the last 180 (one hundred and eighty) days, within the framework of which the amount of the **Payment Transaction** was reimbursed to the **Customer**.

9.1.6. The **Customer** is not entitled to receive reimbursement from the **Bank** for a **Payment Transaction** executed as a result of **Authorization** of a **Payment Order** initiated by or through the **Receiver**, if:

9.1.6.1. the term established by the **Legislation** for claiming reimbursement for such **Payment Transaction** has passed, and/or

9.1.6.2. all of the following conditions are met:

9.1.6.2.1. the **Customer** has performed **Authorization** of the **Payment Order** directly before the **Bank**;

9.1.6.2.2. information on the future **Payment Transaction**, if any, has been provided to the **Customer** in the form agreed in the **Agreement** or given to him/her by the **Bank** or the **Receiver** not later than 4 (four) weeks before the date of such payment obligation.

9.1.7. The **Customer** shall be fully liable when contacting the **Remote Banking Services** via the **Customer's** Internet Service Provider and/or navigator.

9.2. Conditions of limitation of the **Bank's** liability:

9.2.1. Unless otherwise specified in the **Agreement** and/or **Other Agreement Associated Thereto**, the **Customer** agrees and declares that within the framework of provision of the **Banking Services** the **Bank** shall be fully released from any liability to the **Customer** (including, without limitation, obligations to compensate for any direct or indirect losses and/or loss of profit, business, income or planned savings) caused without the culpable action of the **Bank**, except as otherwise provided by the **Legislation**.

9.2.2. The **Customer** acknowledges and agrees that in case of participation of a foreign payment service provider, commercial bank and/or messaging system (hereinafter for the purposes of this **Paragraph** referred to as the **Foreign Agent**) in the **Payment Transaction**, the **Bank** shall be liable to the **Customer** only for such losses/damages caused by gross negligence of the **Bank** or intentionally incorrect execution of the **Payment Transaction** when performing the said **Payment Transaction** and the **Bank** shall in no case be liable to the **Customer** for losses/damages caused by (a) delay in performance of the **Payment Transaction** and/or its partial or total non-performance and/or (b) imposition of any additional costs/commission fees and/or sanctions on the **Customer** as a result of actions and/or inactions of the said **Foreign Agent.**

9.2.3. The **Banking Service** may mean provision of the **Banking Service** or a part thereof by a **Third Party**. For the avoidance of doubt, the **Bank** shall not be liable for any damage/losses caused to the **Customer** by the aforementioned **Third Party** within the scope of the **Banking Service** and the **Customer** shall submit any claim (if any) to the aforementioned **Third Party** providing the **Banking Service**.

9.2.4. The **Bank** shall not be liable for any damage/losses caused by delay or late sending of SMS by telecommunication companies.

9.2.5. The aforementioned provisions on indemnification of damage and limitation of liability shall also apply to executive persons, directors, employees, representatives and agents of the **Bank**, except for cases when damage is caused by negligence of the **Bank** or aforementioned persons, professional indifference or willful actions or violation of the terms and conditions of the **Agreement**.

9.2.6. In providing the **Remote Banking Services**, the **Bank** shall not be liable for:

9.2.6.1. improper execution of any **Order** of the **Customer** by the **Bank** as a result of failure of the **Customer's** devices or software;

9.2.6.2. infection of the **Customer's** devices or software with a virus or any other type of external impact/intrusion by a **Third Party**, which may be related to the use of the **Remote Banking Services**;

9.2.6.3. damage/losses that are caused or may be caused:

9.2.6.3.1. incompatibility of software or any kind of **Customer's** device with the **Bank's** system;

9.2.6.3.2. damage/destruction of personal data/documents, software or any devices of the **Customer** while using the **Remote Banking Services**;

9.2.6.3.3. use of **Access Codes/Universal Identifiers** by any **Person** other than the **Customer**, including use of **Access Codes/Universal Identifiers** in such web space (including, inter alia, website, application, etc.), which is not under the **Bank's** management, and/or use in such web space, in which the **Bank** does not allow the use of **Access Codes/Universal Identifiers**;

9.2.6.3.4. connection/intrusion of a **Third Party** into the telephone or Internet communication between the **Customer** and the **Bank**;

9.2.6.3.5. improper operation of the system related to provision of the **Remote Banking Services**, including technical interruptions, which may be caused by the **Bank**.

9.3. Other terms and conditions regarding the **Bank's** liability:

9.3.1. If the **Legislation** determines the execution of **Payment Transaction** with **Strong Authentication** and the **Bank** fails to fulfill the requirements of **Strong Authentication** during the execution of the **Payment Transaction**, the **Customer** shall not be liable for damages/losses incurred as a result of the execution of such **Payment Transaction**, unless there is a fraudulent and/or criminal act of the **Customer**. At the same time, if the payment service provider servicing the **Receiver** involved in the **Payment Transaction** does not provide support for **Strong Authentication**, the responsibility fully rests with the **Receiver's** payment service provider.

9.4. Conditions of limitation of **Customer's** liability:

9.4.1. Except for the case when losses/damages are caused by intentional actions or gross negligence of the **Customer**, the **Customer** is not liable for losses/damages resulting from **Unauthorized Transaction** caused by stolen, lost, misappropriated or illegally used **Payment Instrument**, as well as failure to comply with security measures of the **Payment Instrument** or personalized security means:

9.4.1.1. if the **Customer** has performed the **Transaction** in accordance with the terms and conditions provided for in the **Agreement** after receiving the notification from the **Bank**; or

9.4.1.2. if the **Bank** has not ensured delivery of the notice to the **Customer**.

9.4.2. The **Customer** is liable for damages/losses resulting from **Unauthorized Transaction** caused by stolen or lost **Payment Instrument**, or misappropriated **Payment Instrument** or unauthorized use of the **Payment Instrument**, in the amount not exceeding the amount established by the **Legislation**. Furthermore, the **Customer** shall be fully liable if in case of discovery of the fact of loss, theft, misappropriation or unauthorized use of the **Payment Instrument**, intentionally or due to gross negligence, the **Customer** does not immediately notify the **Bank** thereof.

9.5. General terms and conditions of compensation for loss/damage and liability:

9.5.1. Given that the **Bank** acts on behalf of the **Customer** when providing the **Banking Services** (including, inter alia, when providing the **Remote Banking Services**), the **Customer** undertakes to fully indemnify the **Bank**:

9.5.1.1. Damage/losses caused to the **Bank** due to the **Customer's** violation of any obligations provided for in the **Agreement** and/or any **Representations and Warrantees** (including failure to provide true, correct and complete information to the **Bank**), including: a) Damage/losses caused by a **Third Party** (including, inter alia, **Additional Cardholders**) as a result of a legal/arbitration dispute initiated against the **Bank**, including without limitation the costs of the process (which includes court and extra-judicial costs) and any damages to be paid by the **Bank** based on a court decision compensation; and/or b) compensation of fines imposed on the **Bank** by any regulatory and/or administrative body (including surcharges);

9.5.1.2. for damage/losses incurred as a result of provision of the **Banking Services** provided for by the **Agreement**, or damage/losses incurred as a result of **Transactions** performed through such **Banking Services**;

9.5.2. The **Customer** also declares his/her consent and confirms that the terms and conditions of compensation of losses defined in **Subparagraph 9.5.1** of the **General Terms and Conditions** shall remain valid and legally binding for the **Customer** even in case of partial or complete cancellation of the said **Banking Service**.

9.5.3. The **Customer** declares his/her consent and confirms that he/she may have to sign and execute additional agreements, statements or other similar documents on indemnification of damages/losses, especially with regard to the **Transactions** performed using the **Access Code(s).** Such additional contracts, statements and similar instruments shall be in addition to, and not exclusive of, the indemnification provisions set forth herein.

9.5.4. The **Parties** shall be fully liable for any damage/losses incurred, if such damage/losses are caused by their violation of the rules established by the **Legislation** related to the **Payment Instrument**.

9.6. Terms and conditions of enforcement of indemnification of damages/losses:

9.6.1. In order to ensure the full and proper performance of any due/undue obligations/payments of the **Customer** to the **Bank** (including those arising from any type of contractual relations existing between the **Bank** and the **Customer** (including those stipulated in this **Agreement**, its **Annex** and/or **Other Agreement Associated Thereto** or any other agreement) and/or from non-contractual relations (tort), as well as those arising on the basis of a claim acquired by the **Bank** from a **Third Party**) and, accordingly, the exercise of the **Bank's** rights and claims, the **Bank** is authorized, at its discretion, without further/additional consent and/or acceptance and/or informing of the **Customer**:

9.6.1.1. not to fulfill any obligations to the **Customer**, including not to pay to the **Customer** any amount due to the **Customer**, which in the respective amount is goint to be set off against the obligation/payment to be performed by the **Customer** to the **Bank**. The **Bank** shall have the right to offset obligations even if the deadline for fulfillment of one of the claims (the **Bank's** or the **Customer's** claim, respectively) has not arrived at the time of offsetting; and/or

9.6.1.2. in accordance with the **Legislation**, block/reserve any **Account** of the **Customer** and/or write off all liabilities/payables from any **Account** of the **Customer**, including deposit **Accounts** of any type, without acceptance/additional consent of the **Customer**, and if the liability/payable and the amount on the **Account** are in different currencies, the **Bank** itself shall carry out the **Conversion** at the commercial rate effective in the **Bank** on the day of payment, and debit the cost of the **Conversion** service from the account without the **Customer's** acceptance/additional consent, and use the converted amount to cover the respective liability/payable. The **Bank** shall have the right, in accordance with the procedures and conditions established in the **Bank,** to determine the amount of interest, **Commission Fee**, **Penalty** and/or other financial expenses and/or allow an **Unauthorized Limit** on the **Customer's** account until the full performance of the liability/payable;

9.6.1.3. if there are several debts, determine the sequence and order of existing due/undue liabilities/payments to the **Bank**, except for cases defined by the **Legislation**, when the **Customer** has the right to choose the sequence and order of repayment of liabilities/payments arising from the credit product.

9.7. Terms and conditions of **Force Majeure**:

9.7.1. For the purposes of this **Agreement**, **Force Majeure** circumstances shall be: acts of God, fire, power outage, equipment failure, software damage, hostilities, adoption of an administrative act and/or other circumstances which the **Bank** cannot control and which: (a) are not caused by the **Bank's** error and/or negligence; (b) have occurred after the entry into force of the **Agreement**; and (c) have a direct impact on the **Bank's** ability to fully and/or properly fulfill its obligations under the **Agreement** (hereinafter referred to as the **Force Majeure**).

9.7.2. Neither of the **Parties** shall be held responsible for their failure to meet their obligations under the **Agreement** and/or **Other Agreement Associated Thereto** in full or partially, or for discharging their obligations improperly during **Force Majeure** circumstances, except for financial obligations.

9.7.3. A **Party** claiming the existence of the **Force Majeure** shall notify another **Party** within a reasonable time period, but not later than in 5 (five) **Banking Days** about the respective **Force Majeure** circumstance(s) and its(their) estimated duration, otherwise the said **Party** may lose the right to invoke the **Force Majeure** as an excuse for release from responsibility.

9.7.4. In case the **Force Majeure** circumstance(s) indicated in the notification does(do) not represent universally acknowledged facts (circumstances), or another **Party** challenges their certainty, in 30 (thirty) calendar days since the receipt by the respective **Party** of the **Force Majeure** circumstance(s) notification, the existence of the **Force Majeure** circumstance(s) shall be confirmed by an authorized body defined by the **Legislation,** otherwise the said **Party** may lose the right to invoke the **Force Majeure** as an excuse for release from responsibility.

9.7.5. If the **Force Majeure** lasts for more than 30 (thirty) calendar days since the receipt by the respective **Party** of the notification about **Force Majeure** circumstance(s) or since the receipt of an opinion from the respective body defined by the **Legislation** confirming the existence of **Force Majeure** circumstance(s), in 15 (fifteen) calendar days since the expiry of the above-mentioned term of 30 (thirty) calendar days the **Parties** shall agree to adapt the **Agreement** to the changed circumstances, otherwise each **Party** shall have the right to unilaterally terminate the Agreement and terminate the respective **Banking Service**.

10. Terms of Settlement between the Parties

10.1. Settlment transaction between the **Parties** shall be carried out by way of cash and/or non-cash payment.

10.2. If the **Agreement** and/or **Other Agreement Associated Thereto** do not specify a specific maturity date for the respective financial liability, the **Parties** shall meet (pay) any kind of monetary obligations defined by the **Agreement** immediately upon the date of origination of the monetary obligation (since the overdue day of discharging the obligation, the day of requesting to meet the liability for **Penalty**, etc.) but not later than during 1 (one) calendar day. Furthermore, if the day of discharging the obligation (payment day) falls on a non-business day, the next **Banking day** shall be used.

10.3. If the settlement amount is calculated in a foreign currency, the **Parties** shall make the settlement in the national currency of Georgia, in accordance with the official exchange rate set by the National Bank of Georgia on the day of payment, unless otherwise stipulated by the **Legislation**.

10.4. In the course of non-cash settlement, the amounts shall be placed on the bank account of the respective **Party** defined by the **Agreement** and/or **Other Agreement Associated Thereto** or other bank account additionally agreed by the **Parties.**

11. Terms of Communication between the Parties

11.1. Unless otherwise defined in the **Agreement** or otherwise established by the **Legislation**, the **Bank** shall provide the **Customer** with all notices and other information related to the **Agreement** by any means of communication specified in the **Agreement**, including, but not limited to: (a) by posting information/notices on the **Website**: https://bankofgeorgia.ge and/or in service centers; (b) by courier (including international courier service) or mail (including insured letter); (c) by e-mail; (d) by SMS; (e) by technical means – using the **Remote Banking Services**; (f) by sending information/notification to the address indicated by the **Customer** in the **Application**; (g) by communication via telephone and/or other technical means and/or h) by any other means of communication determined by the **Bank**.

11.2. Unless otherwise stipulated by the terms and conditions of a particular **Banking Product**, the **Customer** shall carry out any communication with the **Bank** in writing. The **Customer** may deliver a written notice to the **Bank** in person or send it by courier (including international courier service) or mail (including insured letter). For the purpose to save time and taking into account the provisions outlined below, notice to the **Bank** may be delivered by the **Customer** through email, **Internet Banking** or any other operative means established by the **Bank**, provided that at the request of the **Bank**, within a reasonable term from the date of the request (although not later than 5 (five) **Banking Days**), the **Customer** shall provide the **Bank** with a notice in writing.

11.3. A notice shall be deemed delivered on the delivery date if the recipient confirms such delivery (including through electronic document, receipt, other relevant means of communication, etc.). If the receipt of a notice is not confirmed by the recipient, any such notice shall be deemed duly sent and received:

11.3.1. In case of sending a written notice or telegram by courier or insured post: (a) if a notice is sent by the **Bank**, within 3 (three) calendar days after sending, or on the date on confirmation of delivery (whichever occurs first); (b) if a notice is sent by the **Customer**, on the next **Banking Day** of registering the notice at the chancellery of the **Bank**;

11.3.2. In case of sending by email and/or through other electronic/technical means (including where the sending **Party** is the **Bank** - by placing relevant information on the **Website**): (a) if a notice was sent by the **Bank**, on the following **Banking Day** of sending the notice; (b) if a notice was sent by the **Customer**, as of the date of confirmation by the **Bank** of receiving a notice or as of the date of exercising relevant action;

11.4. A notice shall be deemed received in case (a) the sending **Party** receives back a notice due to absence of the receiving **Party** at the given address, contact data; (b) the recipient refuses to accept the notice or (c) avoids receiving a notice.

11.5. The **Parties** shall establish communication at the addresses/contact data outlined in the **Agreement** (including the **Application)** and/or **Other Agreement Associated Thereto** (or at any other address which one **Party** shall inform the other in writing). A **Party** is obliged to notify the other Party in a timely manner on change of the address/ addresses or any of the data, otherwise communications (sending notices, etc.) carried out at the address provided by the **Party** shall be deemed duly performed.

11.6. If more than one **Customer** is a party to the **Agreement** and/or **Other Agreement Associated Thereto**, and/or more than one **Customer** simultaneously uses a **Banking Product/Service** (e.g. joint **Account**, **Additional Card**), a notice of any kind sent by the **Bank** to one of the **Customers** shall be considered as a notice sent to all **Customers**, and receipt of the notice by one of the **Customers** shall mean receipt of the respective notice by all **customers**.

11.7. The **Annex** of the **Agreement** and/or the **Application** may provide for the transmission of notification to each other by means of one of the specific forms of communication.

12. Conditions of Confidentiality of Information

12.1. The **Parties** shall keep any kind of information received from the other **Party** confidential throughout the entire term of the **Agreement** and after completion of the contractual relations (hereinafter for the purposes of this **Article** referred to as the **Information**).

12.2. The above limitation regarding confidentiality shall not refer to **Information** or disclosure of **Information**:

12.2.1. Which was known to the **Party** receiving **Information** without the breach of the **Legislation** prior to delivering **Information** by the other **Party**;

12.2.2. Which is going to be disclosed by the **Parties** by adhering to the requirements of the **Legislation** and for their due performance (including for exercising its rights by any of the **Parties** through the court (including arbitration));

12.2.3. Which may be obtained from public sources;

12.2.4. Which becomes available to the **Third Party** upon written agreement of the **Parties**, in which case the **Party** disclosing **Information** shall be fully responsible for keeping confidential by the **Third Party** of the **Information** disclosed to it.

12.3. The **Customer** unconditionally agrees that:

12.3.1. the **Bank** shall provide **Information** regarding the **Customer** (including, without limitation, regarding international money transfers, recipients of funds transferred from the **Customer's Account** or funds credited to the **Customer's Account**) to the relevant anti-money laundering services (in Georgia and abroad) without prior notice to the **Customer**. Such information includes, but is not limited to, the names and identifying information of persons with whom the **Customer** has a financial relationship (including, without limitation, the **Additional Cardholder(s)**);

12.3.2. The transfer of the **Information** regarding the **Customer** to anti-money laundering and crime prevention services shall not be considered a breach of confidentiality under the terms of the **Agreement**;

12.3.3. The **Bank** and the **Group Companies** shall not be liable for any direct or indirect losses (damage) of the **Customer** (including, but not limited to, unearned income) resulting from the transfer of the **Information** regarding the **Customer** to anti-money laundering and crime prevention services.

13. Terms and Conditions of Personal Data Processing

13.1. For the purposes of this **Article**, the following terms shall have the following meanings:

13.1.1. **Customer's Personal Data** - any personal data of the **Customer** and/or information of the **Customer** containing banking secrets, including, without limitation:

13.1.1.1. Information on bank accounts and financial transactions;
13.1.1.2. Identifying and contact data of the **Customer**;
13.1.1.3. Terms and conditions of this **Agreement** and any other agreement and/or preliminary agreement signed between the **Bank** and/or the **Group Company** and the **Customer**, and data recorded therein;
13.1.1.4. Information which may be processed, by the **Bank** and/or the **Group Company** as a result of provision of services to the **Customer**;
13.1.1.5. Any other information, which the **Bank:**
13.1.1.5.1. directly received from the **Cutomer**;
13.1.1.5.2. acquired from public sources;
13.1.1.5.3. received from **Third Parties** in the process of provision of services to the **Customer**;
13.1.1.5.4. created as a result of analyzing the data of the **Customer**; and
13.1.1.6. Any other information that is defined as personal data in accordance with the Law of Georgia "On Personal Data Protection";
13.1.2. **Creditworthiness** - the **Customer's** ability to obtain a **bank** loan on appropriate terms and conditions, which the **Bank** establishes in accordance with the rules and procedures developed by it;
13.1.3. **Direct Marketing** - direct delivery of information by phone, mail, e-mail or other electronic means in order to form, maintain, realize and/or support interest in an individual and/or legal entity, product, idea, service, work and/or undertaking, as well as image and social topics;
13.1.4. **Profiling** - any form of automatic data processing involving the use of data to assess certain personal characteristics relating to an individual, in particular the analysis and prediction of characteristics relating to the quality of the individual's job performance, economic situation, health, personal interests, reliability, behavior, location or movement;
13.1.5. Other terms used in this **Article** are defined in accordance with the Law of Georgia „On Personal Data Protection“.

13.2. General terms and conditions of processing of the **Customer's Personal Data:**
13.2.1. The **Customer** declares its consent to the **Bank's** right to process the **Customer's Personal Data**, both directly and through an authorized person defined by the Law of Georgia On Personal Data Protection, for the purposes of provision services to the **Customer**, fulfilling obligations imposed on the **Bank** by **Legislation**, evaluating the solvency of the **Customer**, monitoring the process of using the **Banking Products**, improving **Banking Products** / **Banking Services**, offering new products, conducting research and/or for other legitimate purposes. Among others, **Bank** is authorized to:
13.2.1.1. Carry out video monitoring on the territory in the possession of the **Bank** (including **Service Centers**) and/or at the object(s) belonging to the partner company(ies) of the **Bank** and/or in the process of cash collection (including by means of ATM, **Self-Service Terminal** and any other means), for the purposes of crime prevention, detection, public safety and property protection, and/or protection of classified information;
13.2.1.2. When rendering services and/or delivery of information by the **Bank** to the **Customer** through a telephone communication, including during provision of the **Telephone Banking** service, the **Bank** shall perform audio monitoring of the **Customer's** telephone conversation in order to meet the legitimate interests of the **Bank**, including improvement of service and creation of legal evidence. The **Bank** shall additionally inform the **Customer** about audio monitoring of the telephone conversation at the beginning of each call;
13.2.1.3. Keep correspondence (both physical and electronic) and records of the **Customer's** telephone conversations with the **Bank**. Furthermore, the **Customer** confirms that the data (information) specified in this **Paragraph** may be used by the **Bank** as evidence, they are the property of the **Bank** and have legal force;
13.2.1.4. Contact the **Customer** in order to find out the contact information of another customer of the **Bank** (for the purposes of this **Paragraph** hereinafter referred to as the **Bank's Debtor**), if the said **Bank's Debtor** has an unfulfilled overdue financial obligation to the **Bank** in case:
13.2.1.4.1. Within the existing relationship with the **Bank**, the **Bank's Debtor** himself/herself indicates the **Customer** as his/her contact person in any document, application and/or agreement concluded with the **Bank**; or
13.2.1.4.2. Based on publicly available sources (including through social networks), the **Bank** establishes and obtains the contact information of the **Customer** and the **Bank's Debtor**;

13.2.1.5. Periodically search for the **Customer's Personal Data** that may be stored in the **Group Companies**;

13.2.1.6. Contact the **Customer** using the contact data indicated by the **Customer** to the **Bank** through any communication channel (including telephone, e-mail address, social network, etc.). If the **Customer's** contact channels are in any way out of the **Customer's** possession/use, or there is any other circumstance that caused **Customer's Personal Data** to be received by a **Third Party**/disclosed to a **Third Party**, the **Bank** is not responsible for any possible or actual damage/loss as a result of sending messages/making calls;

13.2.1.7. Use any communication channel when providing any kind of information to the **Customer** by means of an automatic voice message, including a fixed telephone number, if a fixed telephone number is indicated in the **Application** submitted by the **Customer** to the **Bank**. The **Bank** shall be released from any liability if sending an automatic voice message, including provision of information via a fixed telephone number, entails disclosure of the **Customer's Personal Data** to a **Third Party**;

13.2.1.8. In compliance with the requirements of the **Legislation** and in accordance with the rules and procedures established by the **Bank**, process the **Customer's Personal Data** transferred by the **Customer** in connection with one **Banking Service** for the purpose of realization of legitimate interests of the **Bank** in case the **Customer** uses any other **Banking Service,** as well as in case the purpose of data processing is compatible with the initial purpose;

13.2.1.9. Link the information available to it on the **Customer's Account(s)** and **Banking Services** used by the **Customer** with the information on the **Additional Cardholders**;

13.2.1.10. Process any **Personal Data** of a **Third Party** provided by the **Customer**; furthermore, before submitting information to the **Bank**, the **Customer** shall obtain consent for processing of **Personal Data** of persons about whom he/she provides information to the **Bank,** in the form prescribed by the **Legislation**;

13.2.1.11. Make a decision, which has legal or other significant consequences for the **Customer**, in relation to the **Customer** only automatically, on the basis of **Profiling**, in compliance with the requirements of the **Legislation**;

13.2.1.12. In case the **Bank** has a customer - legal entity, whose legal representative is the **Customer**, if necessary, to use the **Customer's Personal Data** as the data of the representative of the said legal entity. In such case, the **Bank** shall process the **Customer's Personal Data** for the purpose of fulfilling the obligations imposed on the **Bank** by the legislation, protection of the legitimate interests of the **Bank** and/or provision of services to the aforementioned legal entity, as well as provision of offerings of **Direct Marketing** and information/offers regarding the **Banking Services**.

13.3. Terms and conditions of processing of the **Customer's Personal Data** for the purposes of **Direct Marketing:**

13.3.1. The **Customer** agrees that the **Bank** is authorized to process (including through an authorized person) **Customer's Personal Data** for the purposes of conducting **Direct Marketing**,.

13.3.2. The **Customer** has the opportunity at any time to request the termination of the processing of the **Customer 's Personal Data** for the purpose of **Direct Marketing** in the same way that **Direct Marketing** is carried out. In such a case, the **Bank** shall stop processing the **Customer 's Personal Data** for **Direct Marketing** purposes no later than 7 (seven) working days after receiving the request, and the **Customer** shall no longer receive customized offers.

13.4. General terms and conditions of transfer of the **Customer's Personal Data:**

13.4.1. The **Customer** declares his/her consent to the fact that the **Bank** has the right to transfer the **Customer's Personal Data** without additional, prior or subsequent consent or acceptance of the **Customer**:

13.4.1.1. to a courier company for sending/delivering relevant correspondence to the **Customer**;

13.4.1.2. to an insurance company for the purpose of obtaining relevant insurance services for the **Customer**;

13.4.1.3. to the **Recipient** or other **Person** who is/can be related to the execution of the assignment in order to successfully fulfill the said assignment;

13.4.1.4. to law enforcement agencies or other **Person** for the purpose of prevention and/or compensation of damage, as well as for the fulfillment of tasks in the sphere of public interests defined by the **Legislation** (including crime prevention, investigation of crimes, criminal prosecution, administration of justice, etc.);

13.4.1.5. to any local governmental organizations/services for fulfillment of requirements defined by the **Legislation** by the **Bank**;

13.4.1.6. to U.S. or local relevant authorized organizations/services in order to fulfill obligations stipulated by the Foreign Account Tax Compliance Act (**FATCA**), Intergovernmental Agreement (**IGA**) between the U.S. and Georgia, as well as the procedure developed by the **Bank** in accordance with the Common Reporting Standard (**CRS**);

13.4.1.7. international financial institutions in order for the **Bank** to obtain financing;

13.4.1.8. to organizations providing services to the **Bank**, external auditors, consultants, advisors of the **Bank**, research organizations or **Persons** with similar functions (including in a foreign state), in order to receive audit, consulting, evaluation, research or other similar services from the mentioned **Persons** or for the purpose of conducting research for improvement of the **Banking Services**;

13.4.1.9. to the **Group Companies**, for the purpose of providing any **Banking Services** to the **Customer**. In such case, any **Group Company** shall use the **Customer's Personal Data** for the period prescribed by the **Legislation** or for the period necessary for the purposes of data processing;

13.4.1.10. to any **Third Party**: (a) which provides services to the **Bank** and/or **Group Companies** for the purpose of providing the **Banking Services** to the **Customer**; (b) for the purpose of fulfillment of obligations assumed by the **Bank** to the said **Third Party** under the agreement, including monitoring and/or reporting on the fulfillment of obligations; (c) for the purpose of realization of rights and/or fulfillment of existing obligations by the **Bank** under the **Agreement** and/or **Other Agreement(s) Associated thereto** and/or the **Legislation**, including in case of non-fulfillment of obligations assumed by the **Customer** under the **Agreement** and/or **Other Agreement(s) Associated thereto** in order to find the **Customer** and/or ensure and monitor fulfillment of obligations assumed by the **Customer**;

13.4.1.11. to other customers of the **Bank** and/or **Third Parties** for the purpose of rendering services to the **Customer** by the **Bank** and/or another customer of the **Bank**, in the form and content determined by the **Bank**.

13.4.2. The **Customer** confirms that he/she is aware of the fact that in order to perform the **Payment Transaction** and/or the **Transaction** of depositing money to the **Account** and/or other **Transactions**, including with the purpose of timely and prompt repayment of the **Customer's** credit liabilities to the **Bank**, information is available to **Third Parties** at the **Self-Service Terminal** and on the website bogpay.ge regarding: (a) the existence of any current **Account** (including deposit account) of the **Customer**; (b) the existence of any credit obligations of the **Customer** and the amount of tax; (c) the existence of any legal restrictions (including, without limitation, collection order and/or seizure) on the **Customer's Accounts**; (d) the type of the **Card** used by the **Customer**. In addition, the **Customer** has the right, by visiting the **Bank's** service center, to request the termination of access to the information specified in this **Paragraph** through the channels specified in the same **Paragraph** by the **Third Parties**.

13.5. Terms and Conditions of international transfer (into other countries) of **Customer's Personal Data**

13.5.1. The **Customer** agrees to the **Bank's** authority to transfer the **Customer's Personal Data** to any foreign state and/or international organizations/services and/or to any company registered in a foreign country (including in cases where the bank has its receives services from an authorized person within the scope of need), for the purpose of providing/improving any banking services to the client, fulfilling the requirements defined by the **legislation** and/or implementing other legitimate interests of the bank.

13.5.2. The **Customer's Personal Data** may be transferred to a country where there are no adequate data protection guarantees. In such a case, the **Bank** ensures the signing of an agreement on the transfer of personal data, which ensures proper protection of the **Customer's Personal Data** in accordance with the requirements stipulated by the **Legislation**.

13.6. Terms and conditions of information exchange with credit information bureau(s):

13.6.1. The **Customer** confirms and acknowledges that:

13.6.1.1. In cases stipulated by the **Legislation**, the **Bank** will collect/process all credit/non-credit and other relevant information about the **Customer** related to the submission of information to the

Credit Information Bureau and receipt of information in accordance with the procedure and terms stipulated by the **Legislation**. Such information is processed for the purpose of analysing the **Customer's** solvency and it will be available to users who are members of the Credit Information Bureau in accordance with the procedure established by the **Legislation** (loan issuing organisations and persons receiving/providing information).

13.6.1.2. In accordance with the legislation, if there is no recorded refusal by the **Customer**, the **Bank** will collect/process information on the **Customer's** income received from money remittances, which will be provided to the Credit Information Bureau in accordance with the procedure and under the terms and conditions provided for by the **Legislation**. Information on income received from money remittances is processed for the purposes of analysing the **Customer's** solvency and it will be made available to loan issuing organisations that are members of the Credit Information Bureau in accordance with the procedure established by the **Legislation**.

13.6.1.3. Upon the **Customer's** request, the **Bank** shall correct, update, supplement, block, delete or destroy the data, if they are incomplete, inaccurate, not updated or if their collection and processing have been performed in violation of the **Legislation**.

13.6.1.4. If the **Customer** has credit/loan, off-balance sheet liabilities (letters of credit, guarantees, etc.) towards the **Bank**, the **Bank** shall have the right, without additional consent of the **Customer**, to verify credit, non-credit and other relevant information about the **Customer** with the Credit Information Bureau during the term of validity of the liabilities, for the purpose of monitoring the existing liabilities of the **Customer** or/and assessing the solvency regarding a new credit/loan, off-balance sheet liabilities (letter of credit, guarantee, etc.), except for cases when the **Customer** has only an unauthorised obligation to the **Bank**.

13.6.1.5. The detailed terms and conditions of transferring information to the Credit Information Bureau are available on the website: www.creditinfo.ge.

13.7. **Co**nditions for withdrawing of the consent given by the **Customer** to the processing of the **Customer's personal data:**

13.7.1. The **Customer** has the right, at any time, to withdraw the consent(s) given by him under this **Article.** In this case, according to his request, the processing of the **Customer's Personal Data** shall be stopped if there is no other basis for their processing.

13.7.2. Withdrawal of consent(s) by the **Customer** does not lead to cancellation of the legal consequences arising within the framework of said consent(s) prior to the withdrawal of consent(s).

13.8. The conditions of confidentiality during the transfer of the **Customer's Personal Data:**

13.8.1. Observance of confidentiality of the **Customer's Personal Data** transferred by the **Bank** to another **Person** shall be ensured by a **Third Party** who has received the respective information, and the **Bank** shall not be liable for violation of confidentiality of the said information by the **Person** who has received the information, unless otherwise provided for by the **Legislation**.

14. Additional Terms and Conditions Regarding the Customer's Consumer Rights

14.1. For the purposes of this **Article**, the following terms shall have the following meanings:

14.1.1. **Place of Business** - any immovable or movable object intended for carrying out the **Bank's** ordinary business activities.

14.1.2. **Conclusion of the Agreement outside of the Place of Business** - execution/conclusion of the **Agreement** by the **Parties:** (a) outside the **Place of Business**, which requires the physical co-presence of the **Parties**; or (b) at the **Place of Business** or using any **Means of Remote Communication**, immediately after the **Customer** has received an individual offer to conclude the **Agreement** directly from the **Bank** outside the **Place of Business**, in the physical co-presence of the **Parties;** or (c) during an excursion, organized by the **Bank** for the purposes of facilitation of sale of goods and services or which has such consequences. In addition, the **Agreement** concluded as a result of performing notarial actions at the notary bureau is not considered to be an agreement concluded outside the **Place of Business**.

14.2. The **Bank** shall provide the **Banking Services** to the **Customer** in accordance with the terms stipulated in the **Agreement**.

14.3. In the event of exceeding the deadline for the provision of the **Banking Services** or discovering a defect, the **Bank** shall provide the **Banking Services** and/or eliminate the defect within an additional reasonable term, unless, due to the nature of the **Banking Service**, this is impossible or requires a disproportionate or inappropriately high cost. In determining how disproportionate or inappropriately high the cost is, the requirements defined by the **Legislation** should be taken into consideration.

14.4. After the unsuccessful expiration of the additional term, the **Customer** is authorized to:

14.4.1. Request an adequate reduction in the **Banking Service** fee/commission;

14.4.2. Refuse the **Agreement** and demand indemnification of loss/damages in accordance with the **Legislation**.

14.5. Defining an additional term is not obligatory if it is obvious that it shall have no consequences, or the **Customer** has linked implementation of the **Agreement** to the timely receipt of the **Banking Services**.

14.6. If the **Bank** did not start providing the **Banking Services** on time, or the process of the **Banking Services** is unreasonably delayed, which makes it impossible to provide the **Banking Services** within the agreed term, the **Bank** shall not be entitled to claim compensation for expenses incurred in the process of the **Banking Services** or the compensation of fees/commissions for the **Banking Services**, if the **Customer** informs the **Bank** by means of communication specified in the **Agreement** that he/she/it lost interest in the partial implementation of the **Agreement**.

14.7. In addition, in the event that the **Agreement** is concluded using the **Remote Banking Services** (including the use of qualified electronic signature) (hereinafter referred to as "**Concluded Remotely**" within the scope of this **Paragraph**), or is **Concluded Outside of the Place of Business**, the **Customer** acknowledges and confirms that, despite the above, the **Customer** does not have the right to unilaterally, without indicating the grounds, cancel the **Agreement**, within 14 (fourteen) calendar days from the conclusion of the **Agreement**, pursuant to the conditions stipulated by the Law of Georgia On the Protection of Consumer Rights, because this **Agreement** signed between the **Parties** is an agreement concluded in the financial field, for the purposes of the above law.

14.8. For the purposes of the Law of Georgia On the Protection of Consumer Rights, in order for the **Agreement** to be considered as **Concluded Remotely**, the **Agreement** must be concluded through an organized scheme of providing remote services and it does not require the physical co-presence of the **Customer** and the **Bank** representative. Also, for the purposes of the above law, the **Agreement** is not considered to be **Concluded Remotely**, if the **Customer** and the **Bank** have agreed on the terms of the **Agreement** at the **Place of Business**, and the **Agreement** has been **Concluded Remotely** only after that.

14.9. The **Customer** is authorized to submit a claim regarding the fulfillment of the terms stipulated in the **Agreement** to the **Bank's** service centers (branches), which the **Bank** shall consider in accordance with the customer claims management procedure (which is posted on the **Bank's** website: https://bankofgeorgia.ge). A claim can be submitted orally, in free writing, in standard writing or in electronic form. A claim shall be considered by the Support and Service Department of the **Bank's** service centers. The maximum term for receiving a response to a claim submitted in any form is 30 (thirty) calendar days, unless otherwise determined by the **Legislation** and/or international practice.

14.10. In case the **Bank** fails to satisfy (including by leaving without reply) or partially satisfies the **Customer's** complaint submitted to the **Bank** related to the **Payment Transaction** within the term established by the **Legislation** - the **Customer** has the right to apply to the Dispute Resolution Commission under the National Bank of Georgia (hereinafter referred to as the "**Commission**") with a complaint submitted in material or electronic form. The **Commission** is an independent body under the National Bank of Georgia. Detailed information on the rule of the **Commission's** activity, including the rule and procedure of filing a complaint, can be found in the following document: "The Rule of Activity of the Dispute Resolution Commission under the National Bank of Georgia", approved by the Board of the National Bank of Georgia by Resolution №2 of July 26, 2023.

14.11. **Terms and Conditions of Unconditional Withdrawal from the Agreement**

14.11.1. The right of the **Customer** to unconditionally refuse **Banking Services** provided for in this **Paragraph** applies to any **Remotely Activated Banking Services**, except for the following **Banking Services**:

14.11.1.1. **Payment Transaction, Cash withdrawal Transaction, Money Transfer, Conversion;**

14.11.1.2. **Banking Services**, which were fully performed by both **Parties** based on the clear and unambiguous request of the **Customer**, before the **Customer** exercised the right to withdraw from the **Agreement**;

14.11.1.3. **Credit** - terms and conditions of which are specified in **Annex №13** of **General Terms and Conditions**;

14.11.1.4. **Elva** - the terms and conditions of which are specified in **Annex №15** of **General Terms and Conditions**;

14.11.1.5. **Conversion Using the Electronic Trading Platform** - the terms and conditions of which are specified in **Annex №21** of the **General Terms and Conditions**;

14.11.1.6. **Conversion Using BMatch** - terms and conditions of which are specified in **Annex №24** of **General Terms and Conditions**;

14.11.1.7. **Escrow Service** - terms and conditions of which are specified in **Annex №27** of **General Terms and Conditions**.

14.11.2. Notwithstanding the general conditions of termination of the **Agreement/Banking Service** provided for in the **Agreement**, the **Customer** has the right to withdraw from the **Remotely Activated Banking Service** within 14 calendar days from the signing of the **Agreement** without giving any reason, taking into account the following mandatory conditions:

14.11.3. Before the expiration of the above-mentioned term, the **Customer** must apply to the **Bank** with a request to withdraw from the **Banking Service**, in writing and/or in another form acceptable to the **Bank**, by which the **Customer** can be identified;

14.11.4. The request for withdrawal from the **Banking Service** must be registered in any service center of the **Bank** and/or through the **Remote Banking Service** of the **Bank** available to the **Customer**, the terms of which provide for the possibility of withdrawing from the **Banking Service**;

14.11.5. The **Customer** must specify the mandatory data/details of the **Banking Service**, which are needed to identify the **Banking Service**;

14.11.6. The **Parties** agree that despite the withdrawal from the **Banking Service**, the **Customer** is not exempted from the obligation to reimburse the **Service Commission Fees**/expenses for the provided and/or received **Services**.

14.11.7. Not later than 30 calendar days after the application/notification of withdrawal from the **Banking Service**:

14.11.7.1. The **Customer** is obliged to return to the **Bank** the funds and/or property received from the **Bank** in the process/scope of the performance of the **Banking Service**;

14.11.7.2. The **Bank** is obliged to return to the **Customer** all the sums that the **Customer** paid to the **Bank** within the framework of the **Banking Service**, however, the following shall not be reimbursed:

14.11.7.2.1. the **Service Commission Fee** corresponding to the period of the **Banking Service** already provided by the **Bank** and the;

14.11.7.2.2. **Service Commission Fee** paid for transactions/operations already executed/completed within the scope of the **Banking Service**;

14.11.7.2.3. Expenses incurred/to be incurred by the **Bank** for a **Third Party**;

14.11.7.2.4. Those costs that are not subject to return according to the **Legislation**.

14.11.8. The **Parties** agree that the **Bank** is entitled, without the additional consent and acceptance of the **Customer**, upon the expiration of the period specified in **Paragraph 14.11.7.**, to write off from any **Account** of the **Customer** the amounts provided in the **Paragraph 14.11.7.1.** and/or deduct from the amounts to be returned by the **Bank** to the **Customer**. In addition, if Amounts stipulated in the **Paragraph 14.11.7.2.**, which are not subject to return, exceed the amounts already paid by the **Customer** to the **Bank**, the **Bank** is authorized to act in relation to the mentioned amounts in accordance with this **Paragraph**.

14.11.9. In case of withdrawal from the **Banking Service** by the **Customer**, the **Agreement** shall be considered as terminated only after and in case of full and proper fulfillment of the requirements stipulated in **Paragraph 14.11.7**.

14.11.10. As a result of withdrawal from the **Banking Service**, in case of termination of the **Agreement**, any other agreement related to the terminated **Banking Service** (only in relation to this **Agreement**) concluded with the **Bank** or a **Third Party** based on the existing **Agreement** between the **Bank** and the **Third Party** shall be terminated.

14.11.11. For the avoidance of any doubt, the **Parties** agree that the **Customer**, by signing/agreeing to the **Application/Agreement**, gives the **Bank** an unequivocal and unambiguous consent/order for the **Bank** to immediately start providing **Banking Service** in accordance with the terms of the **Agreement**.

14.11.12. Specific conditions of withdrawing from the **Remotely Activated Banking Service**:

14.11.12.1. In the event that the **Customer** withdraws from the **Banking Service** activated through the **Courier Service**, the deadline of withdrawal of the said **Banking Service** shall be counted from the moment of acceptance and confirmation of the **Application/Agreement** by the **Customer**;

14.11.12.2. In the event that the **Customer** withdraws from the **Accounts Package**, from the moment of termination of the **Accounts Package Service**, in relation to the **Banking Product/Banking Service** included in the **Accounts Package**, the **Commission Fee** established by the **Bank** for the relevant **Banking Product/Banking Service** shall be applied, which must be paid in accordance with the conditions established by the **Bank** for the relevant **Banking Product/Banking Service**. In addition, along with the termination of the **Accounts Package**, the **banking product/banking service** (if any) developed/intended exclusively for this **Accounts Package** shall also be terminated.

14.11.12.3. In the event that the **Customer** refuses a **Card**, together with the termination of the **Banking Services** related to the **Card**, the **Card Protection Service** (if any) associated with the **Card** shall be terminated.

14.11.12.4. The **Customer** has the right to refuse the **Digital Co-Branded Gift Card**, only if the **Digital Co-Branded Gift Card** has been used and the said **Digital Co-Brand Gift Card** is returned to the **Bank** by the **Customer** who purchased the **Card**.

14.11.12.5. In the event that the **Customer** uses a **Card** issued by the **Customer's** employer within the framework of using the **Bank's** Payroll Program, in the event that the **Customer's** employer withdraws from the Salary Program, the conditions related to **Banking Services**, which the **Customer** enjoyed on the basis of the Salary Program, shall be terminated for the **Customer**. Furthermore, in such a case, the standard **Commission Fees**/condition established by the **bank** for the **Banking Product/Banking Service** shall apply to the **Customer**.

14.11.12.6. The right of refusal provided for in this **Paragraph** does not apply to **Services** provided/delivered by a **Third Party** activated within the framework of **Remote Banking Services**, including fixed-term travel cards and insurance products.

15. Terms and Conditions Relating to Sanctions

15.1. The **Parties** herewith acknowledge, confirm and agree that if (i) any sanction imposed by the Foreign, Commonwealth & Development Office of United Kingdom (whose sanctions are administered by the Office of Financial Sanctions Implementation), United States Office of Foreign Assets Control, the European Union and/or the United Nations Security Council and/or any of their successors (hereinafter - the **Sanctions Authority**) and/or any restriction and/or prohibition envisaged and/or required by any sanction applies to the **Customer**; and/or (ii) the **Customer** and/or a **Person** who directly or indirectly controls or owns the **Customer** (hereinafter – the **Person in Control of the Customer**), and/or a country/territory a resident of which is the **Customer** or in which the **Customer** is established/registered or located or operates, is included in any list of sanctioned countries/territories and/or **Persons** issued/maintained by the **Sanctions Authority**, (taking into consideration changes introduced thereto from time to time), without limitation of the rights granted to the **Bank** under the **Agreement** or by **Legislation**, the **Bank** shall have the right to:

15.1.1. Act in accordance with the relevant sanction imposed by the **Sanctions Authority** and carry out any and all actions provided for and/or required by the **Sanctions Authority** and/or the relevant sanction; and/or

15.1.2. Immediately terminate, suspend and/or refuse provision of any and all services to the **Client,** including, without limitation, close **Customer's Accounts** with the **Bank** and/or suspend/cancel/refuse execution of any transaction and/or **Order**.

15.2. The **Customer** herewith, expressly states, guarantees and takes an obligation towards and for the benefit of the **Bank**, that:

15.2.1. **Customer** and/or the **Person in Control of the Customer** is not/shall not be included in any list of sanctioned **Persons** issued/maintained by the **Sanctions Authority**, (taking into consideration changes introduced thereto from time to time

15.2.2. **Customer** and/or the **Person in Control of the Customer** have not been/are not/shall not be engaged in any activity, deal/agreement and/or operation, which might directly or indirectly cause the **Customer** and/or the **Person in Control of the Customer** to violate and/or avoid any sanctions imposed by the **Sanctions Authority** and/or any restrictions, requirements and/or prohibitions envisaged by the **Sanctions Authority** and/or under any relevant sanction of the **Sanctions Authority.**

15.3. **Customer** shall immediately notify the **Bank** regarding the existence/arousal of any such circumstance and/or occurrence, which may directly or indirectly cause the **Customer** and/or the **Person in Control of the Customer** to violate and/or avoid any sanctions imposed by the **Sanctions Authority** and/or any restrictions, requirements and/or prohibitions envisaged by the **Sanctions Authority** and/or under any relevant sanction of the **Sanctions Authority** and/or which may directly or indirectly cause the inclusion of the **Customer** and/or the **Person in Control of the Customer** into a any lists of sanctioned persons issued/maintained by the **Sanctions Authority.**

15.4. The **Customer** shall not:

15.4.1. Purchase crude oil and/or petroleum products exported from the Russian Federation and/or having origin in the Russian Federation at a higher price than the price cap set by the **Sanction Authority** and/or;

15.4.2. Trade, sell, export, re-export, import, deliver, transport, and/or facilitate any similar activity relating to, crude oil and/or petroleum products exported from the Russian Federation and/or having origin in the Russian Federation, which had been purchased at a higher price than the price cap set by the **Sanction Authority**.

15.5. The **Customer** herewith, expressly states, guarantees and takes an obligation towards and for the benefit of the **Bank**, that:

15.5.1. The **Customer** does not/shall not purchase crude oil and/or petroleum products exported from the Russian Federation and/or having origin in the Russian Federation at a higher price than the price cap set by the **Sanction Authority**;

15.5.2. The **Customer** does not/shall not trade, sell, export, re-export, import, deliver, transport, and/or facilitate any similar activity relating to, crude oil and/or petroleum products exported from the Russian Federation and/or having origin in the Russian Federation, which had been purchased at a higher price than the price cap set by the **Sanction Authority**.

15.6. On the basis of the **Bank's** request, the **Customer** shall, immediately, in the form acceptable to the **Bank**, deliver to the **Bank** any and all information and/or documents, relating to:

15.6.1. Trading the crude oil and/or petroleum products exported from the Russian Federation and/or having origin in the Russian Federation by the **Customer**; and/or

15.6.2. Purchasing, selling, exporting, re-exporting, importing, delivery, transporting of the crude oil and/or petroleum products exported from the Russian Federation and/or having origin in the Russian Federation and/or facilitating any similar activity.

15.7. If the **Customer** breaches any of the statements, guarantees and/or obligations defined above, without limitation of the rights granted to the **Bank** under the **Agreement** or by **Legislation,** the **Bank** shall have the right to:

15.7.1. Act in accordance with the relevant sanction imposed by the **Sanctions Authority** and carry out any and all actions provided for and/or required by the **Sanctions Authority** and/or the relevant sanction; and/or

15.7.2. Immediately terminate, suspend and/or refuse provision of any and all services to the **Client,** including, without limitation, close **Customer's Accounts** with the **Bank** and/or suspend/cancel/refuse execution of any transaction and/or **Order**.

15.8. Notwithstanding any other conditions, the **Bank** shall have the right, in any case, to act in accordance with the relevant sanction imposed by the **Sanctions Authority** and carry out any and all actions provided for and/or required by the **Sanctions Authority** and/or the relevant sanction and the **Bank's** action in accordance with the relevant sanction imposed by the **Sanctions Authority** and/or any action provided for and/or required by the **Sanctions Authority** and/or the relevant sanction and/or termination, suspension and/or refusal of provision of services to the **Customer**, shall not be deemed to be a breach of any obligations existing/assumed by the **Bank** towards the **Customer** and the **Bank** shall not be liable for any action taken in accordance with the relevant sanction imposed by the **Sanctions Authority** and/or implementation of any action envisaged and/or required by the **Sanctions Authority** and/or the relevant sanction and/or termination, suspension and/or refusal of provision of services to the **Customer**.

15.9. The **Customer** shall compensate the **Bank** for any damages (loss) which shall be incurred by the **Bank** as a result of breach of any the statements, guarantees and/or obligations defined above by the **Customer.**

16. Terms and Conditions of Compliance with International Treaties and Legal Acts of Foreign States

16.1. Conditions for compliance with the US Foreign Account Tax Compliance Act (**FATCA**) and the US-Georgia Intergovernmental Agreement (**IGA**):

16.1.1. The purpose of **FATCA** is to comply with the requirements of US tax law and the **IGA** agreement;

16.1.2. In case:

16.1.2.1. the **Customer** is a US citizen and/or a US tax resident, the **Customer** shall submit to the **Bank** the form for requesting and confirming the US taxpayer identification number developed by the US Internal Revenue Service (the form can be found at the link: http://www.irs.gov/pub/irs-pdf/fw9.pdf) or its substitute form (Form W-9), which the **Bank** shall provide to the **Customer**;

16.1.2.2. the **Customer** is not a US citizen and/or a US tax resident, but was born in the USA, the **Customer** shall submit to the **Bank** the form of confirmation of foreign status of a natural person for US taxation and reporting purposes, developed by the US Internal Revenue Service (the form can be found at the link: http://www.irs.gov/pub/irs-pdf/fw8ben.pdf) with a relevant explanation (on the reason of renunciation or impossibility to obtain US citizenship) or a document confirming the loss of US citizenship or its substitute form (Form W-8BEN), which the **Bank** shall provide to the **Customer**;

16.1.2.3. (a) the **Customer** is not a US citizen and/or a US tax resident, but has a US address of incorporation/actual address and/or a telephone number recorded/registered in the US; and/or (b) the **Customer's** representative authorized to open the **Account** has a US address of incorporation/actual address; and/or (c) the **Customer** gives the **Bank** a **Standing Order** for transfers to accounts in the United States - the **Customer** shall submit to the **Bank** a form of confirmation of the individual's foreign status for US tax and reporting purposes developed by the Internal Revenue Service (the form can be found at: http://www.irs.gov/pub/irs-pdf/fw8ben.pdf), or its substitute form (Form W-8BEN), which the **Bank** shall provide to the **Customer**.

16.1.3. If the **Customer** fails to submit Form W-9 or Form W-8BEN to the **Bank** within 14 (fourteen) calendar days from the moment of signing the respective **Application** or within an additional term specified in the notice sent by the **Bank** to the **Customer**, the **Bank** shall not be responsible for the liability imposed on the **Customer** under the US tax legislation due to failure to submit the said forms.

16.1.4. In accordance with the objectives of **FATCA** and the requirements of the **IGA** agreement:

16.1.4.1. the **Customer** represents that the information submitted by the **Customer** to the **Bank** is true and accurate;

16.1.4.2. the **Customer** shall:

16.1.4.2.1. notify the **Bank** of any circumstances that may entail changes in the information provided by him/her in the above-mentioned forms within 30 (thirty) calendar days from the moment of occurrence of such circumstances;

16.1.4.2.2. in case of transfer of **Third Party's** personal data by the **Customer** to the **Bank**, prior to transferring the said data to the **Bank**, in the form prescribed by the **Legislation**, obtain and retain the consent of the said **Persons** for processing and transfer of their personal data to the **Bank**.

16.1.5. The **Customer** shall fully indemnify the **Bank** for damages/losses that may be incurred by the **Bank** due to the breach of the **Customer's** obligations set forth in this **Article** under **FATCA** or **IGA** agreement.

16.2. Terms and conditions of compliance with **CRS Regulation**:

16.2.1. For the purposes of this **Article**, the following terms shall have the following meanings:

16.2.1.1. **CRS Regulation -** Convention of January 25, 1988 " On Mutual Administrative Assistance in Tax Matters", Multilateral Agreement of Competent Authorities on "Automatic Exchange of

Information on Financial Reports" (CRS MCAA) or Agreement on Automatic Exchange of Information on Financial Reports between Georgia and the relevant jurisdiction and any statutory/legal acts adopted on their basis.

16.2.1.2. **Reportable Person Under CRS** - a **Customer** who is/may be fixed as a tax/taxpaying resident in the country of the relevant jurisdiction defined by the **CRS regulation** and/or has a tax payer number of the relevant jurisdiction, on the basis of which it is mandatory to report the **Customer;** information shall be provided to the competent and relevant tax authority of the countries of respective jurisdiction as determined by the **CRS regulation.**

16.2.2. The **Parties** agree that within the framework of the requirements established by the **CRS regulation**:

16.2.2.1. Based on the legislation, under the **CRS regulation**, in the cases defined by the same regulation, the **Bank** is obliged to obtain the information defined by the **CRS regulation** about the **Customer** and, based on the obtained information, to determine whether the **Customer** is a **Reportable Person Under CRS**. In the case of defining the **Customer** as a **Reportable Person Under CRS**, the **Bank** is obliged to exchange the information obtained and in its possession about the **Customer** to the relevant authorized tax authorities, including the Revenue Service of the legal entity under public law.

16.2.2.2. Based on the **CRS regulation**, information about the **Customer** is obtained/processed in order to determine the fact of the **Customer** being a tax/tax paying resident in the country of the relevant jurisdiction defined by the **CRS regulation** and its tax payer number , on the basis of which the mentioned information and the information available in the **Bank** about the **Customer** (including, but not limited to, information that the **Person** is/is no longer a **Customer** of the **Bank**, **Account** number, funds available/deposited in the **account**) are provided to the relevant country/jurisdiction tax authorities.

16.2.2.3. Based on the **CRS regulation**, the **Bank** obtains information about the **Customer**:

16.2.2.3.1. Based on the information provided by the **Customer**, which the **Customer** provides to the **Bank** by filling out the self-certification form, the **Bank** determines whether the **Customer** is a **Reportable Person Under CRS**.

16.2.2.3.2. In case, based on the information provided by the **Customer** and the information available in the **Bank**, it is established that the **Customer** is a **Reportable Person Under CRS**, the **Bank** shall provide the information the **Bank** has about the **Customer** to the authorized tax authorities, including the Revenue Service of the legal entity under public law.

16.2.2.3.3. The **Bank** is not bound and does not determine the tax/taxpaying residency status of the **Customer** in the relevant jurisdiction for the purposes of the **CRS Regulation**. Accordingly, the **Bank** is not obliged to give the **Customer** any kind of instruction/advice in this regard. If the **Customer** does not know and/or is unable to determine its tax residency, the **Customer** should consult an appropriately qualified tax specialist/authority.

16.2.2.3.4. The **Bank** is entitled to obtain from the **Customer** fully/duly filled self-certification form(s) prescribed by the **Bank**, and the **Customer** is obliged to fully fill and submit the self-certification form to the **Bank**.

16.2.2.3.5. The **Bank** has the right to refuse the **Customer** to open an **Account**, to close an existing **Account**, and/or to restrict the right to use the **Account**, if the **Customer** refuses to submit a self-certification form to the **Bank** and/or to provide the information requested by the **Bank**.

16.2.2.3.6. The **Bank** is authorized to check the correctness/compliance of the information submitted by the **Customer** with the information available and/or obtained and, if necessary, request the **Customer** to once again fill out the self-certification form fully/duly and submit it to the **Bank**;

16.2.2.3.7. In the case of ineligibility and/or non-submission of the self-certification form by the **Customer** and/or in other cases provided for by the law, the **Bank** is authorized, if there is a relevant basis, to submit the information available in the **Bank** about the **Customer** to the relevant authorized tax authorities, including the Revenue Service of the legal entity under public law.

16.2.2.3.8. Information about the **Customer**, on the basis of the information provided to the **Bank**/available/obtained by the **Bank** shall be provided to the relevant tax authorities only if there are grounds provided for in the **CRS regulation.**

16.2.3. The **Customer** declares/agrees that:

16.2.3.1. The information provided by the **Customer** to the **Bank** is true and accurate;

16.2.3.2. He is aware that the information provided by him to the **Bank**, as well as the information held by the **Bank** about the **Customer,** in accordance with the CRS regulation, is shared with the tax authorities of the country/jurisdiction where, based on the information specified by the **Customer**, the **Customer** is fixed as a tax/tax paying resident.

16.2.3.3. to immediately notify the **Bank** of any change in circumstances that may cause any kind of change in the information presented in the self-certification form/information provided by the **Customer** to the **Bank** and, upon the **Bank**'s request, to submit a new self-certification form to the **Bank**.

16.2.3.4. Before transferring information to the **Bank**, in the form prescribed by law, obtain consent for the processing of personal data of the persons about whom the information is transferred to the **Bank**.

16.2.3.5. Has the authority to submit the questionnaire/self-certification form to the **Bank** and sign it.

16.2.3.6. The **Customer** is responsible for the accuracy and truthfulness of the information provided to the **Bank** in the form of a self-certification, while the **Customer** is fully responsible for any damage and/or loss that may be caused to the **Bank** as a result of any actions of the **Customer**, due to non-fulfillment and/or improper fulfillment of the obligations required by the CRS regulation.

17. Terms and Conditions Relating to Customer's Unacceptable (Unethical) Behavior

17.1. The **Customer** (as well as **Customer's** representative) shall not take any actions, on the territory possessed by the **Bank** (hereinafter – the **Bank's Territory**) or outside its borders using remote communication devices (including a phone, e-mail, communication applications and other methods) against the **Bank's** personnel and/or other customer or a **Third Party** present on the **Bank's Territory,** which in their content or expression, contain and/or contemplate the following in regard to the **Bank's** personnel, other customer or a **Third Party**:

17.1.1. Direct or indirect discrimination based on: the race, color, language, sex, age, citizenship, origin, place of birth, place of residence, state of wealth or title, religion or faith, national, ethnic or social belonging, profession, marital status, state of health, disability, sexual orientation, gender identity and expression, political or other point of view, or other personal traits;

17.1.2. Harassment expressed by victimization, coercion and/or undesirable verbal, non-verbal (gesticulatory) or physical action regarding the abovementioned **Person(s)**, which is aimed at or causes humiliation of dignity of such **Person(s)** and creates intimidating, hostile, demeaning, humiliating or insulting environment for the mentioned **Person(s)**;

17.1.3. Sexual harassment expressed against the above mentioned **Person(s)** by any undesirable verbal, non-verbal (gesticulatory) or physical behavior/action of sexual character, aimed at or causing humiliation of dignity of such **Person(s)** and creating of intimidating, hostile, demeaning, humiliating or insulting environment for him/her or them.

17.2. If the **Customer** (as well as **Customer's** representative) takes any of the actions determined in **Paragraph 17.1.**, the **Bank**, at its own discretion, shall have the right to use its authority granted to it under the **Legislation**, namely: (a) refuse the **Customer** to open the **Account** and/or close any of the **Customer's Accounts** immediately, without notice; and/or (b) refuse the **Customer** at anytime provision of any of the **Banking Services** and/or **Banking Products**.

17.3. The **Bank** shall also have the right to use the authority granted to it under the **Legislation** as defined in **Paragraph 17.2.**:

17.3.1. If as a result of the **Customer's** multiple and/or unreasonable requests and/or a large number of groundless appeals the **Bank**, during the communication with the **Customer** and/or while rendering the service to **Customer**, is spending unjustifiably/disproportionately large amount of resources and/or time, due to which the usual business of the **Bank** is delayed and/or it hinders the **Bank's** ability to fully and properly provide services to other customers;

17.3.2. In any other cases, at the **Bank's** own discretion.

18. Governing Law and Dispute Resolution

18.1. The **Agreement** shall be governed and interpreted in accordance with the **Legislation**. In cases not stipulated by the **Agreement**, the **Parties** shall be guided by the norms governing the respective relations, established by the **Legislation**, and/or additional agreed terms and conditions.

18.2. Claims arising from the **Agreement** the **Parties** may deliver to each other in writing and/or verbally. A **Party** receiving the claim shall within 15 (fifteen) calendar days from the date of receipt of the claim satisfy the claim fully or partially or notify the other **Party** in writing and/or verbally on refusal to satisfy the claim and on arising of the dispute.

18.3. Any dispute arising regarding the **Agreement** (including disputes relating to the existence, interpretation, performance and execution of the **Agreement** and/or validity/invalidity of the **Agreement**) shall be resolved only by the courts of Georgia and only with the application of the **Legislation**. Furthermore, the **Parties** agree that the decision regading the dispute made by the first instance court in favor of the **Bank** shall be immediately executed.

19. Changes and Additions

19.1. The **Bank** is authorized to unilaterally change any terms and conditions of the **Agreement**, any **Banking Product** and/or **Banking Services** (including, but not limited to, the scope of any **Banking Product**, term of effectiveness and/or interest, interest rate, commission fee, amount of penalty and/or other payment and/or the procedure of their charging and/or payment), at any time, without additional consent and acceptance of the **Customer**, by placing relevant information on the **Website** and/or in another form acceptable to the **Bank**, unless otherwise established by the **Legislation**.

19.2. The changed and/or supplemented terms and conditions of the **Agreement**, by posting the respective information by the **Bank** on the **Website**, shall enter into force and shall be binding upon the **Customer** from the next **Banking Day** after the posting of the information, unless otherwise provided by the **Bank** and/or the **Legislation**. At the same time, the said amendments may affect both a certain group of **Persons** and a specific **Person**.

19.3. If the **Bank** changes the terms and conditions of the **Agreement** in favour of the **Customer** and/or such change does not worsen the situation of the **Customer** and/or the change/addition refers to a new payment service, which does not replace and/or does not change the payment service provided for in the **Agreement**, the **Bank** is not obliged to notify the **Customer** of such change/addition.

19.4. If before the entry into force of the terms and conditions of the **Agreement** amended by the **Bank** and/or before their entry into force for the **Customer**, the **Customer** notifies the **Bank** that the **Customer** does not agree with the entry into force of the changes made in relation to him/her, after receipt of such notification by the **Bank**, any **Party** may unilaterally immediately terminate the **Agreement** and/or provision of the **Banking Services**.

19.5. Any changes made to the **Agreement** (including the terms and conditions unilaterally changed by the **Bank**) and/or additions shall be an **Annex** of the **Agreement** and an integral part thereof.

19.6. The **Parties** additionally agree that notwithstanding the authority of the **Bank** defined in **Paragraph 19.1.** of this **Agreement** to unilaterally change the terms and conditions of this **Agreement** and/or any **Banking Product** at any time, such change shall apply to the terms and conditions of term **Banking Services** only if the change is made for a valid reason, including, but not limited to: (a) in order to bring the terms and conditions of the **Agreement** in compliance with the **Legislation**; (b) to avoid damage/losses by the **Bank**; (c) in order to insure legal, regulatory, credit and/or operational risks by the **Bank**; (d) in order to bring the terms and conditions of the **Agreement** in compliance with any sanctions imposed by the **Sanctioning Authority** and/or any restrictions, requirements and/or prohibitions provided for and/or required by any sanction; (e) in order to fulfill/comply by the **Bank** with the requirements of the international financial institution and/or regulatory body directly or indirectly involved in the provision of **Banking Services** and/or regulatory requirements; (f) in order to adjust the terms and conditions of the **Agreement** based on the change/implementation of the product or process by the **Bank**; (g) in order to adapt to market changes related to the activities of the commercial bank in **Georgia**; (h) in order for the **Bank** to harmonize the **Agreement** with the best international or local practices; (i) to improve the legal status of the **Customer**, and/or (j) for any other valid reason, at any time.

20. General Terms and Conditions of Effectiveness and Termination of the Agreement

20.1. The **Agreement** shall enter into force from the moment of provision by the **Bank** of the **Banking Services** specified in this **Agreement** on the basis of the **Customer's Application** to the **Bank** and, unless otherwise stipulated by the **Agreement** and/or terms and conditions of a particular **Banking Product** (if any), shall be valid indefinitely.

20.2. Except in special cases expressly provided for in the **Agreement** and/or by the **Legislation**, the **Agreement** may also be terminated in whole or in part:

20.2.1. by the **Customer** at any time, unilaterally and without any reasons, on the basis of a notice sent to the **Bank** 30 (thirty) calendar days in advance;

20.2.2. by the **Bank** at any time, unilaterally, without any justification, immediately, on the basis of a notice sent to the **Customer**;

20.2.3. by any **Party** at any time unilaterally in case of non-fulfillment by the other **Party** of any of its obligations under the **Agreement** in full and properly within the terms established by the **Agreement**:

20.2.3.1. after the expiration, without result, of the additional fifteen (15) day period granted by the terminating **Party** to the breaching **Party** to correct the breach; or

20.2.3.2. immediately, in cases defined by the **Legislation**, and/or if granting an additional period of time to the breaching **Party** proves ineffective;

20.2.4. Upon the written agreement of the **Parties;**

20.3. The **Customer** acknowledges and agrees that the **Agreement** shall not be terminated in any case and on any grounds at the initiative of the **Customer** until the **Customer** ceases to use the **Banking Services** related to the **Customer's Account(s)** (including, inter alia, the **Standing Order**, recurring **Transactions** and a prolonged **Authorization** that the **Customer** has granted to the supplier of goods or services and that implies regular debiting of the amount from his/her **Account**).

20.4. Termination of the **Agreement** in full or in part does not release the **Customer** from fulfilling (paying) in full and duly the remaining obligations assumed under the **Agreement** and/or **Other Agreement Associated Therero**, and/or established by the **Legislation**, until the moment of fulfillment of the said obligations.

20.5. If the **Bank** and/or the **Customer** decide to terminate the provision of the **Banking Services** with regard to any **Banking Product**, the such agreement shall be valid only with regard to the respective **Banking Product**.

20.6. In case of termination of the **Agreement:**

20.6.1. All **Cards** shall be returned to the **Bank**;

20.6.2. All **Access Codes** shall be canceled;

20.6.3. The **Customer** shall immediately pay to the **Bank** all amounts due under the **Agreement** (including, but not limited to, taxes, **Commission Fees, Overdrafts/Unauthorized Limits**, amounts accrued on the **Account**).

21. Other Conditions

21.1. The **Parties** confirm that all terms and conditions of the **Agreement** are clear and understandable to them and that the **Agreement** has been drawn up in a language they understand. Furthermore, the content of the **Agreement** explicitly expresses the will of the **Parties** and the expression of such a will occured as a result of reasonable judgment of the content of the **Agreement** and not solely based on literary meaning.

21.2. If one of the **Parties** fails to exercise the rights granted to it by the other **Party** as a result of a breach of the **Agreement**, this does not mean that the said **Party** is deprived of the possibility of exercising such a right in the future.

21.3. Annulment of any of the conditions of the **Agreement** and/or **Other Agreement Associated Thereto** shall not cause annulment of other conditions of the **Agreement** and/or **Other Agreement Associated Thereto**. Instead of the annulled provision, the **Parties** shall use a condition as close as possible to it that is not invalid.

21.4. Words used in singular in the **Agreement** imply plural and vice versa, as the context may require.

21.5. **Annexes, Articles, paragraphs** and/or **Subparagraphs** of the **Agreement** are numbered and titled for convenience only and this fact has no significance for the purposes of interpretation of the **Agreement**.

21.6. The bold text in the **Agreement** is for the better understanding of the terms and this fact has no significance for the purposes of interpretation of the **Agreement.**

21.7. Conditions of the **Agreement** fully apply to all **Annexes** of the **Agreement** and **Other agreements associated thereto**. Furthermore, in case of controversy between the conditions of the **Agreement, Annexes** of the **Agreement** or any **Other Agreement Associated Thereto**, the conditions of such **Annexes** and **Other Agreements Associated Thereto** shall prevail with regard to the issues regulated by such **Annexes** or **Other Agreement Associated Thereto**.

21.8. The terms and conditions of the **Agreement** and/or **Other Agreement Associated Thereto** apply to and are mandatory to the legal successors/assignees of the **Parties**, unless otherwise envisaged by the **Agreement** and/or **Other Agreement Associated Thereto.**

21.9. The **Customer** is entitled to transfer to a **Third Party** any rights and obligations stipulated in the **Agreement** and/or **Other Agreement Associated Thereto** (including their **Annexes**) only with the prior written consent of the **Bank**. Without the consent of the **Bank**, any such transfer is null and void and has no legal effect, except in cases expressly provided for by the **Legislation**.

21.10. The **Bank** may accept the performance of obligations under the **Agreement** and/or **Other Agreement Associated Thereto** from a **Third Party** regardless of whether the **Customer** agrees.