

## Standard Terms for Performance of Banking Operations of the JSC Terabank

### Part I

#### Article 1 - Explanations

##### 1.1 Below listed terms have the following meaning:

- 1.1.1 **Extract** – Information drafted in the form established by the bank regarding the operations and balances performed at the account;
- 1.1.2 **Authorization** – Permit issued by a bank and/or the international payment system through a card or its requisites on performance of the operation;
- 1.1.3 **Account** – Bank account opened under the name of a customer;
- 1.1.4 **Unsanctioned overdraft** – debit balance(s) arising at customer's account, which arose without any prior approval by customer;
- 1.1.5 **Bank** – JSC terabank, ID/Code: 204546045, address: Georgia, Tbilisi, 0103, Ketevan Tsamebuli Avenue #3; banking license # 0110245, issued by the National Bank of Georgia;
- 1.1.6 **Commercial currency exchange rate of the bank** – Currency exchange rate fixed by the bank for cash and cashless currency exchange operations, which is defined by the bank at its own discretion on every calendar day once or several times;
- 1.1.7 **ATM** – electronic software-technical equipment for self-service, through which customer can withdraw cash, activate the loan/overdraft, transfer the amount, receive the information regarding the existing balance at the account, making payments and conducting the operations allowed by another bank for this channel;
- 1.1.8 **Card** – main or/and additional international banking card (VISA, MasterCard,) means of payment, which is related to customer's account;
- 1.1.9 **Payer** – a person, who issues order or/and agrees to issue the order;
- 1.1.10 **Payment operation** – operation for allocation/transfer of cash resources, transfer or withdrawal operation;
- 1.1.11 **Application** – Document/information created by the bank in a defined form and materially, electronically presented by customer, or presented through the other similar means, which confirms the will of customer to receive the relevant service/product and considered to be having the equal legal force to stating the approval by customer on the material document/expressing the will;
- 1.1.12 **Order** – the order issued by customer to the bank with regard to performance of the payment operation, which is issued by customer to the bank in accordance with the present provisions and applicable legislation;

- 1.1.13 **Additional card** – card, which is issued by the bank to customer or/and to the other person mentioned by the customer (additional card holder); Additional card, despite of its holder, is related to customer's account and customer/main card holder and is held responsible for any operation performed through the additional card;
- 1.1.14 **Additional card holder** – person, under whose name, as per the request by customer, the additional card is issued;
- 1.1.15 **Web-site** - web-site of the bank: [www.terabank.ge](http://www.terabank.ge);
- 1.1.16 **Internetbank** – one of the channels of the remote banking service, through which the customer can receive various information without visiting the bank, through the internet web-site of the bank: [www.ebanking.ge](http://www.ebanking.ge), and perform certain operations;
- 1.1.17 **Legislation** – applicable legislation of Georgia and the normative acts subordinated to law;
- 1.1.18 **Customer** – a person, whose name, surname and identification data are set forth in the application, under whose name the account is opened and who uses the service/product defined under the present provisions;
- 1.1.19 **Creditinfo** – JSC “Creditinfo Georgia” (identification code: 204470740, hereinafter – “Creditinfo”);
- 1.1.20 **Code word**- a word, which is recorded when customer fills in the application and is known only to customer and bank;
- 1.1.21 **Third person**- any person, except for customer and bank;
- 1.1.22 **Recipient** – a person, in favor of whom the payment operation is performed;
- 1.1.23 **Party/parties** – bank or/and customer or/and additional card holder(s) in accordance with the context;
- 1.1.24 **Password** – one of the parameters required upon authorization for receipt of service, which is issued to customer upon registration in the internet bank;
- 1.1.25 **Personal information** –personal data of a person. Which includes, but not limited with the following: name and surname of the person, personal number or/and features of his/her ID document; registered or/and de facto dwelling address; contact information – phone/mobile number. E-mail number; conduct of account of customer and solvency status; assets owned or/and possessed by the person; information regarding the family members, relatives of the person, or the other persons residing at the address; Information about the employment and employment conditions of the person; Information regarding any bank/payment operation, indebtedness and balances at any commercial bank/credit/leasing institution; Information regarding the person's court/arbitrary legal proceeding and enforcement, their content and results; Information regarding the accounts of the person identified with any payment service providers/subscriber's data and the operations performed through this account, indebtedness, balance. Any other information which is related to the person and under which the person can be identified as per the rule stipulated by the applicable legislation;
- 1.1.26 **Personal data processing** - to take any action related to the mentioned data by using the automatic, semi-automatic or non-automatic means, in particular, collection, recording, reflection on the photo, audio record, video record, organizing, storage, replacement, restoration, revoke, use or disclosure by transfer or dissemination of data or by making otherwise available, grouping or combination, blocking, deleting or destruction;

- 1.1.27 **Pin Code** –personal identification number, which is issued by the bank to customer, in addition to the card, in a sealed envelope;
- 1.1.28 **Conditions** – conditions of the present banking service, which(fully or partly, in accordance with these conditions) forms the integral part of the agreement signed with the customer;
- 1.1.29 **Provider** – company providing the utility, communication or other types of services, the service fee of which is paid by customer;
- 1.1.30 **Banking service** – Banking product or/and service offered by the bank in accordance with the present conditions;
- 1.1.31 **Payment instrument** – card, internetbank, their requisites or/and complex of the procedures agreed under the present conditions, through which the customer initiates the task;
- 1.1.32 **Payment service provider** – legal entity, which provides the payment service to the user of payment service in accordance with the legislation;
- 1.1.33 **National Bank of Georgia** – supervisory body of the bank (www. nbg.ge), at the same time the National Bank of Georgia is not responsible in any of the cases for undue fulfillment of the obligations by the provider;
- 1.1.34 **International payment system** VISA Inc., MasterCard Worldwide or internationally recognized legal entity performing the similar activity,
- 1.1.35 **Commission** – the fee fixed in accordance with the applicable rates at the bank for customer using any other services within the framework of the conditions or/and the other related documents to it;
- 1.1.36 **Business day/banking day** –calendar day, except for Sunday and the holidays stipulated by the legislation;
- 1.1.37 **Operational day** – time segment from 10:00 to 16:00, from Monday until inclusive of Friday (except for the holidays stipulated by the legislation);
- 1.1.38 **Pay-roll project** – The service offered by the bank to customer’s employer company, according to which the bank prepares the bank cards for the company’s employees and provides the relevant service;
- 1.1.39 **Stop-list** – the international or local list of those cards, on which the performance of payment operations is not allowed and a special service regime is applicable for it;
- 1.1.40 **Main card** – card, which is issued by the bank directly to the account holder person;
- 1.1.41 **Agreement** –Banking service agreement, which is composed of the present terms and conditions (or part of it), rates fixed by the bank and any additional provision, annex or/and application(if applicable), which concerns with the existing or/and offered in the future banking service or product and which will be required for utilization of the additional or/and banking service(s) stipulated by the present terms and conditions.

## Article 2 – General Provisions

- 2.1 The provisions define the description of the bank’s banking service, as well as the rights-duties of the parties in the process of using the service;
- 2.2 The provisions form the integral part of the agreement;
- 2.3 Provisions of using the following banking services are defined in this document:
- Bank account;

- Card;
  - Internet bank;
  - SMS service;
  - Automatic transfers;
  - Currency exchange;
  - Telephone service.
- 2.4 For the purpose of receiving the full information regarding the service stipulated by the present provisions, as well as the service, customer is obliged to become familiar with the present provisions, completely fill in and sign the relevant application(s);
- 2.5 As a result of discussing the customer's application, bank makes a decision whether to provide the service to the customer, requested as per the application. At the same time, bank is entitled to request the customer to present the additional information and/or documentation for making a decision. Filling in the application by the customer, as well as presenting the additional documentation by the customer does not make the bank binding to provide any type of service, stipulated by the provisions, to the customer;
- 2.6 Bank is entitled to refuse to provide the service, if customer does not fill in, sign or provide the above mentioned document to the bank in the form and content acceptable to the bank. Additionally, bank is entitled, single-handedly, at its own discretion, not to accept the application and refuse to provide the service to customer, without stating the reason;
- 2.7 By presenting the application, customer agrees with the present provisions and signing the agreement with the bank under those terms and conditions;
- 2.8 Using any of the banking services(or any part of it), described in the provisions, by the customer is considered as the approval by the customer on the present provisions and signing the agreement with the bank under those terms and conditions;
- 2.9 Present provisions are allocated and customer can see it at the bank's web-site.

## Part I I

### Article 3 - Bank Account

#### 3.1. Account opening

- 3.1.1 Bank opens the account(s) for customer and provides service to him under the terms and conditions stipulated by these provisions;
- 3.1.2 Account(s) is/are opened as per the customer's application and the necessary documents presented by customer.

#### 3.2 Operations at the account

- 3.2.1 Bank performs the order on transfer of funds from customer's account in case of availability of sufficient balance at the account and provided if the mentioned order is not in controversy with the requirements of the legislation or/and the present provisions:
- a) On the same business day, if the bank is the provider of payment service to the payer and recipient, or

- b) No later the next business day, if various payment providers serve to the payer and recipient;
- 3.2.2 An order is considered to be received:
- a) On the day of initiating the order, if the bank is the payment service provider to the payer and the recipient, or
- b) If various payment providers serve to the payer and recipient, in case of receipt of the order during the operational day, on the day of its initiation, while in case of initiating after the operational day, on the next business day.
- 3.2.3 In case if customer's order for transfer implies the transfer of amount to a different bank. Bank is not responsible for the term, which might be required by the recipient bank for reflecting the transferred amount at the recipient's account;
- 3.2.4 Funds may be transferred to customer's account in cash, as well as in a cashless form;
- 3.2.5 Bank reflects the funds transferred to customer's account no later than 3 (three) business days, provided if the mentioned operation is not against the requirements of the Georgian legislation or/and present terms and conditions. In addition to the aforementioned, mentioned term may be increased as per the bank's discretion, in case if additional information/documentation is required to check legality of the operation or/and compliance with the present terms and conditions;
- 3.2.6 Customer is obliged to issue such a task to the bank for conducting the payment operation, which is not restricted under the legislation;
- 3.2.7 Customer is not entitled to use the account for the entrepreneurial activities, if he does not have a relevant taxation/entrepreneurial status;
- 3.2.8 Bank is entitled to stop performance of the payment operation, if, as per the bank's assessment, the operation aims at illicit income legalization, illegal actions or/and financing terrorism and the persons being accused of the other international crimes, or is in controversy with the requirements, established under the present provisions or/and legislation;
- 3.2.9 Bank is entitled to require the customer to provide the economic verification of any payment operation and any other type of information and/or document related to the operation, while in case if such a requirement is not met, not to fulfill the order;
- 3.2.10 Customer is obliged to pay the fee to the bank, under the applicable rate at the bank, for performance of payment operation at his/her account;
- 3.2.11 Bank is entitled not to fulfill the task in conjunction with performance of payment operation at the account and to notify the customer in any form agreed under the present terms about non-fulfillment of the order, in case if:
- a) Customer cannot be completely identified;
- b) The order had been drafted or presented by breaching the rule established at the bank, against those terms or contains the inaccurate information(guidelines);
- c) The amount, mentioned in the order, exceeds the existing available amount at the account, or the limits fixed by the bank;
- d) Customer does not have the necessary amount of the bank's fee for fulfillment of the order, or/and does not pay the mentioned fee;
- e) Bank is doubtful about the attempt of performing the illegal operation;

f) Customer did not present the requested information, or document in conjunction with the mentioned operation, to the bank.

g) In case of impossibility of performing the operation, stipulated by the applicable legislation.

3.2.12 Write-off of the cash resources from the customer's accounts, as a rule, is made under the rule, stipulated by these terms, as per the received approval, permit, order or request of the customer;

3.2.13 Bank is entitled to fulfill the order of the customer, without any additional written approval/order of the customer, in case of presenting (by verbal statement to the bank's employee) the code, sent through the brief text message by the bank to the customer (to the contact number, indicated by him/her), by the customer to the bank, within the limits, fixed by the bank;

Confirmation under the code, sent through the brief text message, is equal to the signature on the material document by the customer, in the relationships between the parties;

3.2.14 Bank is entitled to write-off the funds from the customer's account, without acceptance, without the further approval by the customer, in the following cases:

a) For refunding the funds transferred by mistake, or/and breaching the requirements of the legislation, or/and suspicious funds;

b) According to the applicable rates, for repayment of the service fee or/and any type of the outstanding indebtedness to the bank, or fulfillment of the liability;

c) Under the applicable legislation, or/and in the other cases, stipulated by the agreement signed between the customer and the bank, or/and the other document;

3.2.15 Within 1 day from receipt of the information regarding the amount, transferred by mistake to the account, customer is obliged to notify the bank about the amount, transferred by mistake, and refund the mentioned amount to the bank. In case of non-fulfillment of the mentioned obligation, to pay the penalty to the bank –in the amount of 0.5% of the funds, transferred by mistake, for each of the overdue day;

3.2.16 In case if customer requests, bank presents the extract to him/her, regarding the payment operation, performed at the customer's account;

3.2.9 Customer can receive the information regarding the details of the concrete payment operation, through the bank's branch, service-center/service-desk or/and call center, as well as based on the type of the payment operation, an extract, statement, receipt or/and other document may be issued to the customer, in the form and terms defined by the bank.

3.2.10 Customer is entitled to request the bank to remunerate the relevant amount to the incorrectly made payment operation, if more than 40 days have not passed since the date of performing the unauthorized operation, or more than 180 days have not passed since the date of performing the unauthorized operation and the customer notified the bank in a written form in regard to the unauthorized and incorrectly performed operation, within no later than the following business days.

3.2.11 From June 1, 2018, according to the law on deposits insurance system, the existing amount at the deposit/account of all individuals, despite of the number of the deposits/accounts, at each of the commercial banks it is insured and will be remunerated by the Deposits Insurance Agency within the limit of GEL 5, 000, while the remainder amount will be remunerated under the

rule stipulated by the applicable legislation. See the additional information at the web-site of the Deposits Insurance Agency: [www.diagency.ge](http://www.diagency.ge)“

### **3.3 Suspension of service, closure of the account**

- 3.3.1 Bank is entitled, for securing the fulfillment of the undertaken obligations by the customer under these terms and conditions or/and under any other existing agreement with the bank or in case of non-fulfillment of the aforementioned or/and improper fulfillment, to block any account of the customer or/and existing funds at those accounts, which rules out performance of any payment operation through the mentioned account/funds, except for the cases, stipulated by the applicable legislation;
- 3.3.2 Bank is entitled, under its own decision, in case of existence of the basis stipulated by the present terms or/and legislation, not to receive installment to the account or/and require the customer to close the account;
- 3.3.3 Bank is entitled to close the current account:
- As per the customer's application;
  - In case of non-payment by the customer of the fee for service to the account during 1 year or/and absence of the balance at the customer's account;
  - In the other cases, stipulated by the applicable legislation;
- After closure of current account, all services, stipulated by the present terms and conditions, will be terminated for the customer.

### **3.4 Nominal owner's account**

- 3.4.1 Terms and conditions, stipulated by the above mentioned paragraphs of the Article 3 will be applicable for the service to the account of the nominal holder, unless otherwise regulated below.
- 3.4.2 Only the funds of the customer of the account holder person can be allocated at the account of the nominal holder and/or transferred from this account, which are owned and disposed by this person in accordance with the legislation of Georgia, by separating from his/her own funds.
- 3.4.3 Cash resources can be transferred to the account only in a cashless way;
- 3.4.4 Account holder shall be held responsible for the contents and purpose of the operations performed at the nominal holder's account.

### **3.5 Additional terms of service to the budgetary organizations**

- 3.5.1 Terms and conditions, defined under the present paragraph 3.5, are applicable for only the budgetary organizations. The bank provides the services to the mentioned organizations under the rules, stipulated by the present terms and conditions, in consideration of the following additional terms and conditions:
- Transfer of the amount can be made to the account/from the account only from the account(s) opened only at the State Treasury to the existing account at the bank, transfer of the amount to

- account(s) opened at the State Treasury to the existing deposit account at the bank and transfer of the amount(s) from the mentioned deposit account(s);
- b) The interest, to be accrued on the account, is transferred to the existing account at the State Treasury, in the periodicity, defined under the relevant agreement, or after closure of the account(s);
  - c) In case of request by the State Treasury, bank is entitled to suspend/terminate any relevant operation, without any additional request by the customer, transfer the existing amounts at the account to the existing account at the State Treasury or/and close any account of the customer;
  - d) Opening of any such account, for which the above mentioned restrictions are not applicable, require the approval by the authorized body;
  - e) Customer shall pay all fees, stipulated by the agreement, to the bank, in the periodicity, defined by the bank and as per the presented documentation.
  - f) Bank is entitled to revise the fact of compliance of the operation performed/to be performed by customer with the State Treasury, as well as provide the State Treasury with the information regarding the performed/to be performed operation, or/and the existing balance at customer's bank account(s).

## Article 4 - Card

### 4.1 Card Issuance/returning

- 4.1.1 Bank issues the card(s) as per the appropriate application, filled in by the customer, and assigns it to the customer for use (placed into the sealed envelope, together with the Pin Code);
- 4.1.2 Customer is obliged to check the integrity of the issued envelope, in which the Pin Code is placed;
- 4.1.3 Bank is entitled, at its own discretion, to refuse to issue the card(s) to customer or/and restore the card;
- 4.1.4 Card is the bank's property;
- 4.1.5 Period of using the card is fixed in accordance with the term indicated on the card. Card validity term expires after expiry of the last day of the relevant month of the indicated year;
- 4.1.6 If any reasonable doubt arises, regarding the card being used for illegal actions, bank is entitled to replace it during the period of validity of the card and request the customer to return the old card;
- 4.1.7 If customer/cardholder works at the company, which is involved with the pay-roll project of the bank, customer/cardholder is agreeable to the person with the relevant representative authorities of the company to act on behalf of the customer/cardholder :
  - a) To sign and present the application to the bank for card issuance/renewing or/and allowing the overdraft/credit limit;
  - b) To receive(accept) from the bank and assign the card, PIN Code to the customer.
- 4.1.8 In case, if card holder does not claim the card within 3(three) months from the card issuance, then the mentioned card is subject to destruction. The fee for the paid card issuance shall not be refunded.

### 4.2 Service with card

- 4.2.1 Service with card implies performance of the payment operation by the customer/card holder through the card issued by the bank;
- 4.2.2 International payment system's procedures and rules form the integral part of the present terms and conditions;
- 4.2.3 Terms and condition, stipulated by the article of the Bank Account of the present terms and conditions are applicable for the service with the card, in consideration of the exceptions established under this article;
- 4.2.4 Unless otherwise regulated under the present article, terms and conditions stipulated by the Article 3 are applicable for the service with card
- 4.2.5 Bank is entitled to write-off all cards, issued to customer, including the operations performed through the additional card, as well as the equivalent resources of the operations and fees presented via the payment system to the bank, or/and in accordance with the applicable rates in the international payment systems;
- 4.2.6 The following payment operations can be performed through the card:
- a) Purchase of product or service, including through the internet;
  - b) Encashment at the ATMS and banking service outlets.
- 4.2.7 In case if the payment operation, performed through the card, in such a currency, in which the customer does not have an account, but there is no sufficient balance at the mentioned account for performance of payment operation – such an operation is reflected at customer's account through conversion in accordance with the currency exchange rate of the bank applicable on the day of reflecting the operation in the banking software;
- 4.2.8 Customer/card holder is obliged:
- a) To observe the present terms and conditions and the security rules of the card, as well as to ensure them to be observed in an impeccable manner by all additional card holders;
  - b) To keep confidentiality of the Pin Code;
  - c) Not to allow the card's Pin Code to be assigned/disclosed to the third persons;
  - d) To check all the operations performed through the card at the end of every calendar month;
  - e) To pay for performance of the operations in accordance with the applicable rates at the bank, as well as all fees, established at the bank for service with account and card(s);

### 4.3 Claim

- 4.3.1 Customer is entitled to claim against the payment operations performed at the card account, and other inaccuracies, within 120 days from performance of the payment operation (in case of making payment through the internet, within 75 days), in consideration of the day of processing of the disputable transaction by the payment system. After expiry of the mentioned term, the operation will be considered to be confirmed by the customer. In addition, claiming against any operation by the customer does not imply the unconditional obligation to remunerate the damage, imposed as a result of conducting the mentioned operation, to the customer. Each of the cases of claiming by the customer against the operations, is discussed individually, in consideration of the rules, practice established in the international and local banking sector, and applicable legislation;

- 4.3.2 Customer is obliged to pay the fee for additional services set by the payment bank in conjunction with the problem investigation;
- 4.3.3 In case if the claimed amount is positively resolved, the amount will be reflected at the customer's card account within no later than 120 days from bringing the claim.

#### **4.4 Restrictions**

- 4.4.1 Payment operation through the card is allowed in the internet only at the web-site having the safe payment certificate;
- 4.4.2 Existing amounts at the card account can be disposed within the limits fixed by the bank;
- 4.4.3 Bank is entitled to limit the capacity of making payment operation for the customer, if the volume of the operation exceeds the fixed encashment or settlement limits at customer's card, or the operation is in controversy to the terms and conditions established by present or internal payment system;
- 4.4.4 Bank is entitled to block the card or/and card account (stop payment operation) in case if:
  - a) Customer indicated the wrong information in the application;
  - b) There is a reasonable doubt, that by using the card, or un-sanctioned or/and illegal operation is being performed or/and has been performed at the card account;
  - c) Upon detecting the performance of illegal operation, as well as receipt of the information regarding the illegal use of the card by the international payment system;
  - d) For securing fulfillment of the obligations undertaken by the customer under these terms and conditions or/and any other existing agreement with the bank (including the credit or/and security agreement(s), or in case of non-fulfillment of the mentioned obligations, or/and improper fulfillment;
- 4.4.5 In case of entering the PIN-code into the ATM 3-times, the card is automatically blocked. In case of the ATM of another bank, card-holder should contact the bank for receipt of the new card. In case of the card trapped in the ATM of another bank, customer is responsible for payment of the fee for the new card issuance;
- 4.4.6 In case of collection or blocking any of the accounts of the customer/card-holder, the possibility of utilization of the credit limit or/and overdraft at the customer/card-holder's account is cancelled.

#### **4.5 Additional card**

- 4.5.1 The customer may request from the Bank any additional card (s) for any third party and their respective PIN code (s). In the case of the Bank's consent to issue additional card, the customer is obliged to update the cardholder with the present conditions.
- 4.5.2 The customer authorizes the Bank to transfer the information to Cardholder (s) regarding his/her own account (s);
- 4.5.3 As a result of using additional card, the customer is responsible for the obligations arising before the Bank;
- 4.5.4 The request for issuing a new supplementary card can only be made jointly by the customer and the card holder.

#### **4.6 Loss of the card**

- 4.6.1 In case of loss of the card, customer/card-holder should immediately notify the bank through the hot-line: Tel: (+995 32) 255 00 00 or/and mobile phone, as well as the Tel: \*5050. Bank stops the card validity in accordance with the method defined by the card-holder, by entering the card data:
- a) In the local Stop-list, which blocks the card within no more than 1(one) banking day only for the authorized payment operation;
  - b) In the international Stop-list, which fully blocks the card within no more than 14(fourteen) banking days (for the un-authorized payment operation;
- 4.6.2 No later than the next day from giving the telephone notification to the bank on stopping the card validity, customer is obliged to present the written application to the bank regarding the loss of the card and indicate the type of the Stop List (Local, International), in which the card the card should be enrolled. Otherwise the bank will not be held responsible for the operations performed through the lost card;
- 4.6.3 Bank enrolls the card, at the customer's cost, in the Stop-list, indicated in the application. Card-holder is obliged to pay the fee for entering the card into the international Stop-List;
- 4.6.4 In case of detecting the lost card, customer/card-holder is obliged to immediately return it to the bank;
- 4.6.5 From the moment of the loss of the card, before the written or verbal notification is received in the bank, bank is entitled(in case of availability of the relevant balance) to write-off, or block the amount required for the payment operation performed through the card, or the equivalent in the other currency;

#### **4.7 Non-sanctioned Overdraft**

- 4.7.1 In case of a non-sanctioned overdraft, customer is obliged to immediately augment the amount up to the amount of zero balance;
- 4.7.2 In order to use the non-sanctioned overdraft, customer is obliged to pay the interest to the bank from the date of its initiating, until its full repayment, the rate of which is fixed in accordance with the fee established by the bank for using the non-sanctioned overdraft in the moment of arising the non-sanctioned overdraft, calculating on 365 days of the calendar year.

#### **4.8 Card Security**

- 4.8.1 After bringing the relevant application by the customer and payment of the appropriate fee fixed at the bank, bank undertakes to remunerate the loss imposed to the customer as a result of the operation performed by using the card or the card details, under the terms and conditions fixed by the bank in the moment of filling in the application by the customer;
- 4.8.2 Customer is entitled to make the application stipulated by the paragraph 4.8.1 through the remote service, including the internet-bank, or telephone service;

4.8.3 Bank's obligation, stipulated by the paragraph 4.8.1, is valid during the period of validity of the card. In addition, bank will not be obliged to remunerate any loss, in case is customer has not paid the relevant fee.

#### **4.9 Additional provisions in conjunction with the business card.**

4.9.1 Terms and conditions, stipulated by the above mentioned paragraphs of the Article 4 will be applicable for the service with the business card, unless otherwise defined below.

4.9.2 Business card is assigned to the card holder.

4.9.3 Business card can be used only by the card holder.

4.9.4 Card holder disposes the existing amounts at the account of the card holder only in accordance with the purposes related to the customer's activities.

4.9.5 Customer is obliged to update the card holder with the present terms and conditions.

### **Article 5- Internet Bank**

#### **5.1 Service**

5.1.1 Service with internet bank includes, but not limited with the following through the bank's internet bank web-site: ([www.ebanking.ge](http://www.ebanking.ge)) :

- a) Receipt of banking information and providing the information to the bank;
- b) Registration for using various services/products;
- c) Receipt of the information regarding the products and services;
- d) Performance of various banking operations;

5.1.2 In order to receive the service through internet bank, customer should apply to the bank with the relevant application;

5.1.3 Customer realizes and confirms, that any notification, sent by the bank through the internet-bank has the equal legal force to the material document (made in a written form and under the signature), confirmed by the authorized person to dispose the account;

5.1.4 The terms, stipulated by the article of bank account of the present terms and conditions, are applicable for the internet-bank service, in consideration of the exceptions stipulated by this article.

5.1.5 Bank is entitled, for the purpose of the risks mitigation, to unilaterally apply restriction for the customer's payment operation, at its own discretion;

#### **5.2 Identification Data**

5.2.1 In case of the bank's approval on the service with internet-bank, bank assigns the necessary data for use of internet-bank, to the customer, by using of which customer is identified when entering into the internet-bank's web-side of the bank;

- 5.2.2 For the purpose of security of customer's information and operation, bank is entitled to create the additional mechanisms for customer identification, including the use of various devices and special codes;
- 5.2.3 When customer uses the internet-bank, he/she is identified after performing the relevant electronic procedure. Any action, taken after identification, will be considered to be duly verified;
- 5.2.4 In case of loss of the identification data/devices/code, customer is obliged to immediately apply to the bank for granting the new identification data;
- 5.2.5 Bank stops the service with internet-bank at customer's account, under the notification on the loss of the identification data by customer, before receipt of the new order from the customer;
- 5.2.6 Customer is obliged to safely keep any information required for the use of internet-bank, as well as the equipment assigned/delivered by the bank to him/her (if applicable);
- 5.2.7 Customer is obliged to change the password upon entry into the internet-bank for the first time, or the bank's request, not to impart the password to a third person, not to keep the data in the memory of computer, or the other similar electronic equipment.

### **5.3 Mobile-bank**

- 5.3.1 Service with mobile-bank implies the use of internet-bank service by customer, without visiting the bank, by using the software module/application, recorded in his/her own cell phone;
- 5.3.2 In order to use the mobile-bank, customer should have activated internet-bank and a cell phone (hereinafter "telephone" operating on the due operational system (Android, IOS or/and the other operational system defined by the bank);
- 5.3.3 Terms and conditions, stipulated by the paragraphs 5.1 and 5.2 of this article, are applicable for the service with mobile-bank.

## **Article 6 -SMS Service**

- 6.1 Bank notifies customer through the SMS service, to the cell phone number mentioned by the customer in the application, in the form of brief text message, informing about the payment operations performed at his/her account;
- 6.2 In order to activate the SMS service, customer is obliged to apply to the bank with the relevant application;
- 6.3 In order to use the SMS service, customer is obliged to pay the fee to the bank, which is fixed by the bank;
- 6.4 Customer is obliged not to allow his/her own mobile phone, or/and SIM –Card to be fallen under the disposal of a third person;
- 6.5 Customer is obliged to immediately notify the bank about replacement or/and loss of the mobile phone, SIM-Card or/and number through the hot line: Tel: (+995 32) 255 00 00 00 or/and in case of contacting through the mobile phone, also through the telephone \*5050 and other form of communication defined under the present terms and conditions. As per such a notification, bank

stops the SMS service until receipt of customer's application for restoration of the service. In case of presenting the verbal(by phone) application by the customer to the bank, customer will be identified through the code word or other means of identification, defined by the bank;

- 6.6 As a result of replacement, alienation of the number mentioned by the customer in the application, loss of the mobile phone or SIM-Card, assignment to somebody else and any similar case, customer will be held responsible for the outcomes caused due to disclosure of the confidential information;
- 6.7 Terms, stipulated by the article of Bank Account, of the present terms and conditions are applicable for the SMS service, in consideration of the exceptions established under this article.

### Article 7 – Automatic Transfers

- 7.1 Service with automatic transfers imply the transfer of the funds by the bank from the customer's account, for payment of the utility fees, or for the other purposes, without the further consent from the customer, as per the fixed amount(standing payment order), indicated in the application by the customer, regarding the automatic transfers, or the information provided by the provider of the utility service of the customer, regarding the indebtedness of the customer (“automatic payment”);
- 7.2 In order to get the service through the automatic transfers, customer is obliged to apply to the bank with the relevant application;
- 7.3 Automatic transfer is made in the periodicity selected in advance by the customer, in accordance with the information mentioned in the application established by the bank;
- 7.4 Customer is entitled to make the necessary amendments to the data mentioned in the original application, or refuse to use the service;
- 7.5 In case of presence/availability of the amount at the customer's account, the bank will make the automatic transfer on the day indicated by the customer in the application, except for the cases, when the mentioned date coincides with the holiday, established under the legislation. In such a case, automatic transfers operation will be performed on the next business day;
- 7.6 Customer is obliged to always keep the sufficient balance at the account for the automatic transfers and pay for the service fee in the moment of transfer, in accordance with the rates applicable at the bank;
- 7.7 Bank is entitled not to make the automatic transfer:
- a) in case of absence of the sufficient amount at customer's account;
  - b) The cases stipulated by the legislation;
  - c) In case of outstanding debt of the customer to the bank;
- 7.8 In case of the standing payment order, when there is no sufficient balance at the account, during the following 8 weeks, in case of presence of the sufficient balance at the account for the task performance of the order, bank will make the automatic transfer. Otherwise, the order will not be performed. Due to absence of the sufficient balance at the account, in case of non-performance of the order three times, standing payment order will be cancelled.
- 7.9 In case of automatic transfer, when there is a no sufficient amount at the account, if there is a sufficient amount at the account during the following 8 business days for performance of the order,

bank will make the automatic transfer. Otherwise the order will not be performed. In case of non-performance of the order five times, due to absence of the sufficient amount at the account, the automatic payment order will be cancelled.

- 7.10 Automatic transfer will not be performed, if the remaining balance at the account after its transfer is not sufficient for making the automatic transfer for payment of the fee fixed by the bank. Automatic transfer will not be partly made;
- 7.11 In order to make the automatic transfers, the electronic payment documents, developed by the bank, have the equal legal force to the paper document, verified under the signature of the authorized person to dispose the account;
- 7.12 Terms, stipulated by the present terms and conditions, chapter of Bank Account, are applicable for the service with the automatic transfers, in consideration of the exceptions, established under this chapter.

#### Article 8 - Currency Exchange

- 8.1 Bank provides the customer with the information and brokerage service related to currency exchange;
- 8.2 Currency exchange operation implies the sale of the existing funds at one of the currency accounts of customer, in exchange for the other. Currency exchange operation will be performed by the bank in accordance with the application of customer, under the commercial rate, fixed at the bank, or the rate agreed between the parties;
- 8.3 Customer's application can be presented as a paper document, as well as through the internet-bank. The application, presented through the internet, has the equal legal force to the paper document, printed on paper and signed by the customer;
- 8.4 Bank undertakes to perform the currency exchange operation in case of presence of the necessary amount for performance such an operation at customer's account (in consideration of the bank's fee) and to transfer the purchased amount upon performance of the currency exchange operation to customer's account;
- 8.5 Bank is entitled from the moment of receipt of the application for performance of the currency exchange operation by customer, to block the amounts at customer's account, before completion of the operation within the framework of the amount to be sold by existing customer in the application, or in case of performance of the operation by the bank, before refusal;
- 8.6 Bank does not undertake to meet the application regarding the performance of the currency exchange operation, in case if the request for performance of the currency exchange operation under the rate, indicated in the application, does not comply with the rate fixed by the bank;
- 8.7 Customer is obliged to have a sufficient amount at the account for fulfillment of the order and pay the fee, fixed for the mentioned operation;
- 8.8 The order/application, issued by the customer to the bank, is not the subject to cancellation without the approval by the bank.

## Article 9 – Telephone Service

- 9.1 Telephone service implies the following, without visiting the bank by customer, using the telephone connection, defined by the bank:
- Receipt of banking information;
  - Registration for using various banking services and making amendments to the registered data;
  - Performance of various banking operations within the limit;
  - Changing the contact information;
  - Expressing the wish of receipt or/and cancellation of various banking products (presenting the application to the bank);
- 9.2 In order to receive the telephone service, customer should apply to the bank with the application;

### 9.3 Customer Identification

- 9.3.1 Code word is applied for customer identification, or the other method of identification defined by the bank;
- 9.3.2 Bank is entitled to refuse the person to provide the telephone service, who will not, or cannot pass through the identification procedure;
- 9.3.3 In case, if the bank has a doubt, that not the customer, but a third person is trying to receive the information, or perform the operation, bank is entitled to refuse to fulfil the telephone order;
- 9.3.4 Customer orders the bank and authorizes the latter, when contacting the bank by phone, after passing through the relevant identification procedures:
- Provide him with the information regarding his/her accounts;
  - To perform the operations allowed by the bank within the framework of the telephone service under his order;
  - To record any telephone conversation in the electronic database of the bank and in case of dispute, to apply it as an evidence.

## Part III

### Article 10 – Rates, Payments

- 10.1 Customer is obliged to pay the fee to the bank for using any service stipulated by the present terms and conditions and for performance of the banking operations within the framework of the aforementioned, in accordance with the rates, fixed by the bank and payment rules by the mentioned moment, which is set forth at the bank's web-site, or, in general, is applicable at the bank in the moment of the fee accrual and will be notified to the customer when receiving the concrete service.

- 10.2 Bank is entitled to unilaterally change the applicable rate of the fee and the rules of their payment. Customer will be notified in advance about the aforementioned, under the rule stipulated by the present terms and conditions;
- 10.3 Bank is entitled to write-off from any account of the customer the fee under the agreed rates, without the rule of acceptance. If the payable amount and the existing amount at the account are in different currencies, bank is entitled to make conversion under the commercial rata applicable as of the date of payment, while the cost of conversion service can also be written off without the rule of acceptance (without customer's approval), or/and in the relevant payable amount, under the rule and terms established by the bank, without any additional approval/agreement of the customer, at customer's account, for the period of 1 month, to allow the overdraft under the interest rate of up to 36% per annum, or/and increase the amount of the existing overdraft and transfer the amount of overdraft for repayment of the abovementioned debt.
- 10.4 In case of the outstanding debt of customer to the bank, the funds are repaid in the sequence, given below, at the same time, the bank is entitled, in any concrete case, to define/change the below given rule of sequence of repayment of the outstanding debt to the bank:
- 10.4.1 Credit indebtedness in accordance with the terms of the relevant agreement on credit products;
- 10.4.2 The interest of unsanctioned overdraft (if applicable);
- 10.4.3 Any other debt (if applicable);
- 10.5 In case of non-payment of customer's or any service fee, bank is entitled to stop or terminate any service stipulated by the present terms and conditions;
- 10.6 In case of termination of any service, stipulated by these terms and conditions, the service fee, already paid by customer, will not be refunded to him/her.

### Article 11 – Responsibility, Restriction of Responsibility

- 11.1 Parties are obliged to remunerate to each other the damage(loss) imposed as a result of non-fulfillment/improper fulfillment of the agreement, under the rule established by the legislation;
- 11.2 Customer is responsible for the damage caused as a result of unauthorized payment operation performed on the territory of Georgia, due to the stolen or lost payment instrument, or its illegal purloining, illegal use, no more than GEL 100. In addition, despite of the above mentioned, customer is held fully responsible for the damage, related to the unauthorized payment operation, which is caused due to his criminal action, as well as non-fulfillment by him purposefully, or due to negligence, of the obligations, defined by these terms and conditions.
- 11.3 Bank will not be held responsible for any loss or damage, loss of the business, income or projected savings, which is related to the banking services, defined by the terms and conditions;
- 11.4 Bank is not responsible for non-fulfillment of the obligations, which is caused:
- 11.4.1 Due to the error committed in customer's order or any other document;
- 11.4.2 Due to any actions by the recipient or/and intermediary bank;
- 11.4.3 As a result of the embargo/ban imposed upon the state of the recipient, or/and intermediary bank;
- 11.4.4 As a result of refusal by the intermediary bank to fulfill the order;

- 11.4.5 As a result of detaining the amount/stopping the operation for the purpose of enhancing the illicit income legalization or/and other legal purposes;
- 11.4.6 As a result of performing the operation as per customer's order;
- 11.4.7 As a result of filling in the application by customer is a wrong, or incomplete manner, or/and wrong/inaccuracy information provided to the bank;
- 11.4.8 As a result of mal-functioning of customer's or other person's own computer, telephone or/and other equipment (including any of the parts or/and accessories), or/and software;
- 11.4.9 As a result of technical defect, system resetting, error in electrical transmission, or illegal penetration through the bank's electrical systems and other electrical inputs;
- 11.4.10 As a result of the action by telecommunications operator, internet-provider or/and any other person;
- 11.4.11 As a result of non-fulfillment of the obligations undertaken by customer as per those terms;
- 11.4.12 As a result of neglecting the bank's recommendations/instructions by customer;
- 11.5 Except for the cases stipulated by the previous paragraph, when customer is performing the operation with the card, the bank is not responsible either:
  - 11.5.1 For the delayed, wrong, incorrect or unfulfilled operations, which are caused due to the international payment system error or technical reason;
  - 11.5.2 For the terms of factual reflection of the payment operation on customer's account performed through the card, if the mentioned operation was performed on the equipment, which does not belong to the bank;
  - 11.5.3 For the loss, which might be implicated upon customer due to the existing gap between the date of payment operation, performed through the card and the date of reflecting the mentioned operation on customer's account, between the currency exchange rates;
  - 11.5.4 For the fees arising as a result of processing of the payment operations by the international payment system outside of the bank's network, and the gap between the rates;
  - 11.5.5 For the damage, if due to objective reasons, the account Pin Code or other information regarding the card(s) and its holder(s) became known to the third persons;
  - 11.5.6 For unsanctioned use of the card, if the latter is not caused due to customer/card-holder;
- 11.6 In case of loss of the card, bank is not held responsible:
  - 11.6.1 Before receipt of the written notification and for the purpose of enlisting in the International Stop List, before payment of the fee by customer on the illegal payment operation performed through the card;
  - 11.6.2 For any illegal action taken through the card;
  - 11.6.3 For blocking the card as a result of false notification.
- 11.7 Parties are exempted from responsibility, due to non-fulfillment of the undertaken obligations, if the latter are caused due to direct impact by force majeure events, including and not only: flood, earthquake, fire, strike, military action, blockade, acts or actions by the state bodies and other force majeure events). In case of force majeure events, parties are obliged to immediately notify another party about the aforementioned. Fulfillment of the obligations, undertaken by the parties, will be postponed until liquidation of the force majeure events.

## Article 12 -Communication

12.1 Unless otherwise defined under these terms and conditions, customer should make any notification in a written form. Such a notice will be considered to be duly sent, if it is signed by customer and such one was delivered to the bank;

12.2 Bank is entitled to sent the notice to customer by one of the below listed means:

- In a written form – by sending letter to the address delivered by customer to the bank, or the other known address. In addition, the bank is entitled to retrieve the alternative address of customer (registered in the civic/entrepreneurial registry etc.) and send the notice to the retrieved address. When delivering the written notice, bank is entitled to deliver the notice to any person residing at the sent address, despite of the content of the notice;
- Via electronic means – at the electronic address known to the bank or by sending notice through the customer's internet bank.
- By phone – by sending a brief text message to the cell-phone number given to bank by customer.
- By allocating the information at the bank's web-site, or/and bank's branches/service centers.

12.3 For the purposes of this article the notification is deemed delivered even in situation, if the addressee refuses to receive the notification, or avoids its delivery, or it is impossible to deliver notification if the addressee is absent for more than once.

12.3 The notice, sent by e-mail by the bank to customer, is deemed delivered on the day of issuing the confirmation from customer's e-mail server (notification regarding the registration of the addressee in the electronic mail). In case of absence of such a confirmation, on the next calendar day;

12.4 The brief texty message, sent by the bank to customer, through internet-bank, is deemed delivered, on the day of sending the notice, while in case of allocating the information at the bank's web-site/branches/service-centers – on the day of allocating the information;

12.5 Communication between the parties is conducted in the Georgian language, in addition, bank is also entitled to conduct the communication with customer in the other languages, acceptable to customer;

12.6 Parties contact each other at the address defined under the application, or/and the terms, or at any other address, which will be informed by one party to another party in a written form, Every party is obliged to notify another party in a timely manner, about change of the mentioned address(es), or any of its data, otherwise the notice, sent to the mentioned address, will be deemed duly delivered.

## Article 13 –Confidentiality, Personal Information

### 13.1 Processing the personal data of customer

- 13.1.1 Customer confirms and agrees, that the bank is entitled to process the personal data of customer in accordance with the present terms and conditions, for the purposes stipulated by the present terms and conditions;
- 13.1.2 When providing the personal information by the customer to the bank regarding the third persons related to the customer, it is implied that customer had obtained the approval from the mentioned persons under the relevant rule for processing their personal data by the bank. Accordingly, customer is responsible for issuing the approval by the mentioned persons and the obligation of obtaining the additional approval is not imposed on the bank. Customer should remunerate and protect the bank from any damage, complaint, cost, legal process and any other obligation, which might arise from the part of the customer as a result of breach of the above mentioned obligation;

### **13.2 Purpose of data processing**

- 13.2.1 According to the present terms and conditions, personal data of customer/third persons can be processed including and not only for the following purposes:
- a) For performance of banking service, including for improvement of bank's service, for offering the new product, service;
  - b) For preparation and demonstration of various statistical reports, data, researches or/and presentations;
  - c) For providing the information to audit companies, in case of claim concession, to the persons obtaining the claim, or any supervisory body;
  - e) For security, crime detection or/and prevention;
  - f) For marketing use;
  - g) Organizing/launching the incentivising draw and publicizing its results.

### **13.3 Direct Marketing**

- 13.3.1 Customer grants the authority to the bank, for sending brief text, voice or/and other types of advertising messages(direct marketing) to the customer's phoned number, known to the bank, electronic mail or other contact address, in the periodicity defined by the bank, until the bank receives otherwise instruction from the customer, in the form, agreed between the parties, or/and established under the legislation. In addition, it is not considered as a direct marketing, if customer is not authorized to request the bank to stop sending various advertising/information messages, if the mentioned advertising/information messages are sent to the customer directly at the service outlets of the bank, or to the bank's own electronic channels (including the ATM, internet-bank, mobile-bank etc.).

### **13.4 Data changes**

- 13.4.1 Customer is obliged to immediately notify the bank about the amendments and additions to the documents, presented by him/her to the bank and attach the relevant documents to the notification. Before receipt of the notice regarding the changes and relevant document, the bank performs the operations under the documents and information presented earlier;

13.4.2 Bank is not held responsible for the result(s) caused due to the receipt of the notice by the other person, sent in accordance with the contact information provided to the bank by customer.

### **13.5 Confidentiality**

13.5.1 Parties are obliged to keep confidentiality of any type of information received from another party. The aforementioned is not applicable for the information:

- a) Which is known to the information recipient party until delivery of the relevant information by the second party;
- b) Which will be disclosed in compliance with the legislation by the parties or for fulfillment;
- c) Which is disclosed for implementation/protection of the own rights by the parties under the court/arbitrary rule, or/and in conjunction with the course of the mentioned processes;
- d) Which can be legally obtained from the other sources;
- e) Which is permitted to be provided to the third persons in accordance with the present terms and conditions and any other paragraph.

13.5.2 The obligation of keeping confidentiality is valid even after termination of the agreement.

### **13.6 Delivery of the information and receipt of the information from the other sources**

13.6.1 Despite of any wording of these terms and conditions, customer grants the authority to the bank:

- a) Under the rules established as per the legislation, to unlimitedly receive the necessary personal data for the bank from the electronic database of the Legal Entity of Public Law – State Service Development Agency, or any registry or/and any other institutions having the identical or similar function, (private or public);
- b) To provide to the Creditinfo or/and the subject having the other similar activity, or/and to retrieve, obtain and use the personal information from the mentioned subject; as well as, without any additional agreement with the customer, as well as to transfer the positive and negative the information regarding obligations to Credit Info (negative information is transferred after expiry of 30 days from the overdue – in case of individuals, while in case of legal entities – 60 days later), which causes the customer to be recorded in the information database of Credit Info, the objective of which is to collect, process and disseminate the data about the individuals and legal entities, which is related to the status of the outstanding/repaid and un-repaid loans and other outstanding, performed and un-fulfilled/overdue pecuniary liabilities, as well as analytical processing of the existing information in the base, for the purpose of assessing the creditworthiness. Credit info is entitled to process the received information and transfer it to the third persons, for the purpose of assessment and inspection of creditworthiness/solvency of the data subject.
- c) For the purposes of inspection of creditworthiness/solvency of customer, providing, offering the service to him/her and other legal purposes, without limitation of the number of searches, to retrieve the information regarding the customer, in the database of track-record, as well as transfer the existing information to Creditinfo, regarding any amendments/additions to customer's conduct of account. The information, to be transferred, without any limitation,

includes: identification data of the customer, volume of the outstanding loan/liability, purpose, accrued interest, validity, timeliness of payments by customer related to loan/financial liabilities, balance of indebtedness, amount of security and identification data of the object of security, while in case of court dispute – results of the court proceeding and enforcement and the other necessary data for the database.

d) To provide the confidential, including the personal information to any third person, with whom the bank cooperates in lending sphere, as well as the bank's auditors, consultants, advisors and other individuals and legal entities of the similar category;

e) To provide the confidential, including the personal information to any third person at the stage of negotiations, for the purposes of claim concession, claim mortgaging or loan administration, or while concluding the relevant transaction;

f) As a result of non-fulfillment, or improper fulfillment of the present terms and conditions by customer, as well as any transaction concluded with the bank, or for the purpose of implementation/protection of the bank's rights, arising from them, and informing the community about the it, to provide the confidential information, inclusive of the personal information, to the third persons.

#### Article 14 – Regulatory Legislation and Settlement of Disputes

14.1 Present terms and conditions are regulated and explained in accordance with the legislation of Georgia.

14.2 Any dispute, controversy, or claim, which arises or concern with these terms and conditions, or any breach of these terms and conditions, shall be addressed through negotiations between the parties.

14.3 In case if the dispute is not settled, parties will apply to the Court as per the bank's location.

#### Article 15-Validity

15.1 These terms and conditions will enter into force after customer fills in the relevant application , signs and delivers it to the bank or/and customer use any of the banking services stipulated by these terms and conditions. In addition, part I and III of the terms and conditions will come into force, in full and only those articles from the Part II of the terms and conditions, which concern with the service indicated by customer in the application or/and received service. In addition, if any of the validated article contains the indication on the other article of the terms and conditions, indicated articles are also valid.

15.2 The agreement is valid for indefinite term, unless it is terminated as per the rule established under these terms and conditions.

- 15.3 If the bank or/and customer decide to terminate the service with any type of product, the agreement on termination will be valid only in conjunction with the indicated service.
- 15.4 If under the present terms and conditions, including the article of account, unless otherwise defined under the legislation of Georgia, bank is entitled to terminate the entire agreement at any time. In such a case bank sends the relevant notice to customer in the form agreed under these terms and conditions, at least one month prior to termination of the agreement.
- 15.5 In case of breach of the obligations, undertaken as per these terms and conditions, by the customer, or in case of danger of his/her insolvency, or in case if within any jurisdiction, fulfillment of any liability, stipulated by these terms and conditions, has become, or will become illegal, bank is entitled to immediately terminate the agreement by sending the relevant agreement, relevant service, close the customer's account(s) and claim full repayment of the outstanding debt by customer.
- 15.6 Customer is entitled to terminate the agreement/or refuse to use the concrete service/product under the written notification sent to the bank one month prior, provided that customer fully repays the debt arising before termination. In addition, in case of the bank's approval, the agreement may also be terminated before the mentioned term.
- 15.7 Despite of the basis for termination of the agreement, customer is obliged:
- 15.7.1 To immediately fulfill all the outstanding obligations to the bank;
- 15.7.2 To fully, immediately, withdraw the existing balance at the account. Otherwise the bank will be entitled to transfer the existing balance at the account to the transit account of the bank.

#### Article 16 - Amendments

- 16.1 Bank is unilaterally entitled to make amendments to the present terms and conditions and service rates. Bank will inform the customer about the aforementioned one month prior to the amendments coming into force. Under the rule stipulated by these terms and conditions, in which case customer is entitled to claim by presenting the due application, from providing the information by the bank under these terms and conditions, until it comes into force, to terminate all or any of the services, defined under these terms and conditions, for which he/she shall full repay the outstanding debt to the bank (if applicable). Otherwise the amendments, proposed by the bank will be considered to be accepted by the customer;
- 16.2 Amendment to the terms/rates immediately come into force, without informing the customer in advance, if:
- Change to the rates, defined under the terms and conditions, is made in favor of customer;
  - New service, product are added to the terms and conditions, or the existing one is replaced.

#### Article 17 – Final Provisions

- 17.1 These terms and conditions have superior legal force over the terms and conditions of all early signed agreements or transactions signed between the bank and customer on the same subject.
- 17.2 The words, applied in singular in the terms and conditions, imply plural and visa versus;
- 17.3 Under the terms and conditions, the obligations, arising by each party, are applicable for and binding for the legal successors and heirs of the parties;
- 17.4 Customer is not entitled to assign or handover any obligation, undertaken as per the terms and conditions, or granted authority to a third person. In addition, it does not rule out the bank's right to accept the fulfillment proposed by a third person, despite of whether the customer is agreeable, or not;
- 17.5 Bank is entitled, without the approval by customer, to fully or partly assign any right, acquired under the present terms and conditions, to a third person;
- 17.6 The present terms and conditions have been drafted in the Georgian language. In case, if a non-Georgian version of the terms and conditions is available and any controversy arises between the Georgian and non-Georgian versions, Georgian version prevails;
- 17.7 In case of breaching the obligations, arising from the agreement, and/or legislation, by the customer, non-use by the bank of such right(s) does not form the basis for waiver of the right arising as a result of the agreement or/and legislation.