

Amendments shall be effective as of **July 01, 2024**

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

1. The following Article 5¹ --- shall be added to the Banking Service Conditions:

Article 5¹: Rejection of Remote Agreement

1. The terms given in this article have the following meanings:
 - a) **Remotely concluded agreement** - a banking product agreement signed by the Bank and the Customer entirely through remote means of communication organised by the Bank.
 - b) **Remote communication tool** - a communication tool used by the Bank to offer and deliver banking products to the Customer, which does not require the simultaneous physical presence of the Bank's representative and the Customer.
 - c) **Trusted device** - any form of data storage that enables the Customer to store personal information for a duration that aligns with the intended purposes of the information and to reproduce the stored information exactly as it was originally stored.
 - d) **Internet Banking/Mobile Banking** – a service provided by the Bank to the Customer through a device connected to the Internet. This allows the Customer to access information about their products and/or perform various operations.
 - e) **Related remote agreement** – the agreement between the Bank and the Customer, or between the Customer and a third party based on the existing agreement between the Bank and the third party.
 - f) **Rejection** - the Customer's right to unilaterally reject the remotely concluded agreement within 14 (fourteen) calendar days after signing.
 - g) **Settlement term** - 30 (thirty) calendar days starting from the Customer's rejection of the remotely signed agreement.
2. The Customer has the right to reject the remotely signed agreement within 14 (fourteen) calendar days from its signature/acceptance, without giving any justification. The term starts from the date of signature/acceptance of the agreement by the Customer.
3. Upon rejecting the remote agreement, the Customer shall promptly return to the Bank all benefits received under the agreement in full, within the specified settlement term. "Benefits" may include items (e.g. cards, Digipass devices, etc.), monetary amounts, fees, or service charges, etc.
4. Suppose the Customer rejects the remote agreement and does not return all the benefits received under the agreement within the settlement term or returns only part of them. In that case, the Bank shall terminate the Customer's right/access to use the remote product or service.
5. If the Customer decides to reject the remote agreement, fails to return the received benefits within the settlement term, and incurs charges, commission fees, fines, or other payments outlined in the agreement after signing it, the Customer shall promptly pay the full amount owed in a single payment.
6. The Bank shall only be obligated to return the benefits received under the agreement to the Customer after the Customer returns the benefits in full, in a single payment and on time. The contract will be considered terminated only after both parties have fulfilled their obligations.
7. The Customer is aware that the Bank is not obligated to accept delayed performance, or performance on non-working days/non-working hours. Therefore, the Customer remains liable for any damages incurred.
8. If the Customer decides to reject the remote agreement, they will need to reimburse the Bank for the services provided and the expenses incurred in proportion to the service and period actually rendered by the bank according to the agreement. This also includes the Bank's right to charge the Customer for any expenses paid or to be paid to a third party.
9. If the Customer decides to reject the remote agreement, they will be refunded the remaining amount after deducting the fees (if any) specified in the previous section. This will only occur after returning to the Bank all benefits received under the agreement. For the avoidance of any ambiguity, by signing the remote agreement, the client confirms that they are familiar with the terms of the remote contract, the terms of the relevant banking product and service fees.
10. The Customer is aware that if the remote agreement is rejected, all related agreements will also be cancelled, and the customer will no longer be able to use the services or products defined by the related agreements.

11. The Customer shall reject the remote agreement through the same remote channel used for confirmation or via Internet/Mobile Banking.
12. When requesting to reject the remotely concluded agreement via Internet/Mobile Banking, the Customer shall clearly indicate the name, agreement number, and date of the agreement, along with the contact mobile phone number of the party.
13. The mutual performance and final settlement related to the termination of the agreement shall be carried out simultaneously by the parties. On this regard, the parties agree to the following conditions:
 - 13.1 The return of any items (if any) must be done physically at any branch and/or service centre of the Bank. The Customer or their authorized representative must visit any branch or service centre of the Bank and sign the certificate of delivery and acceptance of the item.
 - 13.2 The parties acknowledge that any item (if any) can only be returned to each other during the business days and hours of the branch or service centre of the Bank. Therefore, the Customer shall request the return of the item from the Bank only during business days and hours.
 - 13.3 The Customer is aware of the Bank's work processes and workload. It is also understood that returning an item, generating the final report, and preparing and signing relevant documentation will take some time. To ensure efficient service and timely fulfilment of the Customer's request, the Customer shall inform the Bank in advance about the convenient time for returning the item and making the final payment at least one business day in advance, provided that it does not violate the Settlement Term.
 - 13.4. The Customer shall be aware that if they choose to return the item and settle the final agreement on the last business day of the settlement period or during the last hours of the business day, there is a possibility that they may not be able to do so because of queues, the number of clients, technical reasons, or other objective circumstances. In such a situation, the Customer will be responsible for any damages incurred.
 - 13.5 The Bank is not responsible for any resulting damage if the Customer is unable to deposit the amount in the account and/or terminate the agreement due to public law restrictions, seizure, collection, or any other reasons independent of the Bank. In addition, The Bank is not responsible for any resulting damage if the bank transfers the amount to the client's bank account for the final settlement, and the client is/will be unable to dispose of the amount due to other reasons independent of the bank, including due to existing public legal restrictions, seizure or debt collection.
14. In case of rejecting the agreement, any monetary obligations between the parties shall be fulfilled in the same currency in which the amount was originally paid, or in the currency specified in the agreement (in the annex(es) to the agreement). Payments can be made by depositing the amount into the Customer's current account, or by client's request, it can be made through any other means of payment.
15. When the Customer requests to terminate the agreement in a currency different from the original agreement, the Bank has the right to refuse the request. If the Bank chooses to accept the termination in a different currency, it has the authority to convert the amount in the Customer's account to the corresponding currency of the agreement using the Bank's commercial exchange rate. The Bank is not required to seek additional consent from or notify the Customer for this conversion.
16. If the rejection of the contract leads/may lead to the closing of the client's current account, or in any other case where the client rejects the remote contract, the client has no right to close the current account until the final settlement. The current account will be closed by the bank on the next working day of the final settlement. In addition, the bank will close the current account without an additional request from the client.
17. If, after the rejection of the contract, the client will not have any benefit received within the framework of the distance contract to return to the bank, the bank will return the benefits (if any) to the client immediately after the rejection of the contract, within a reasonable period of time, by transferring the amount to the client's current account, about which the bank will inform the client immediately, within the limits of the bank's technical capabilities, through any communication channel agreed upon between Bank and the client.
18. If the rejection of the remote contract results in/should result in the closing of the current account and the bank has a benefit/amount to be returned to the client, the client is obliged to receive the amount in full immediately once the bank returns the money (as soon as it is reflected in his current account) so that the bank can close the current account. If the client does not fulfil the mentioned obligation, the bank has the right to keep the amount due to the client in the bank's other account, on which will not accrue interest and will be handed over to the client after his arrival at the bank.