Banking Service Conditions

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Banking Service Conditions

Book I

Section I - Introduction

Article 1. Introduction

1. The terms and conditions of banking services (hereinafter 'the Banking Service Conditions' or "this document") regulate the pre-contractual and contractual relations between ProCredit Bank ('the Bank') and its customer(s), form an integral part of the agreements between the parties (hereinafter 'the agreements'), and define the content of banking services/products to be provided on the basis of the agreements concluded between the parties, all the terms and conditions and all the rights and obligations of the parties.
2. This document consists of General Terms and Special Terms.
3. The General Terms set forth the regulating provisions that are common for all services/products listed under the Special Terms of this document, and likewise, for all the agreements concluded on services/products.
4. The Special Terms set forth the regulating provisions for individual banking services/products, which are applicable only to such individual services/products. A relevant agreement is concluded between the Bank and the Customer for the delivery of each service/product defined in the Special Terms. This document is an integral part of such agreements, and therefore, the banking service conditions set forth in this document fully apply to the agreements concluded by and between the parties. The agreement is valid for an indefinite term, unless otherwise provided for by the agreement.
5. Each banking service/product set forth in the Special Terms may be governed by general and special provisions.
6. The content of the agreement, the banking service conditions, and the rights and obligations of the parties are mainly defined by the Special Terms (special and general provisions), and then by the General Terms of this document. The matters not regulated by the Special Terms shall be governed by the General Terms of this document.
7. With regard to the regulation of specific banking services/products defined in the Special Terms, consideration shall be given first to the provisions special to each banking service/product, and then to the general provisions relevant to each banking service/product.
8. Both parts (General Terms and Special Terms) shall be considered together as an integral whole and shall be equally binding upon the parties.
9. The banking service conditions are of contractual nature and shall be binding upon the parties.
10. The banking service conditions shall be provided in the Bank offices, as well as on the Bank website at www.procreditbank.ge and can be easily accessed by customers.
11. The address of JSC ProCredit Bank Georgia Head Office is at No 21 Al KAzbegi ave., Tbilisi 0160, Georgia; the Bank e-mail address is: geo.info@procredit-group.com; and the website is: www.procerditbank.ge (you can also find the addresses of branches on this website, which provide payment services).
12. The Bank license number is 233.
13. JSC ProCredit Bank Georgia, as a commercial bank operating in Georgia, shall be supervised by the National Bank of Georgia (website: www.nbg.gov.ge/cp). Address: Tbilisi, Zviad Gamsakhurdia Sanapiro, N1, Georgia.
14. The National Bank of Georgia shall not be responsible for improper performance of the obligations by a commercial bank to its customers.

Book II

Section I - General Terms

Article 2. General Terms

1. The Customer may be both resident and non-resident natural person or a legal entity, or an entity (of any type) or organizational structure envisaged by the legislation of Georgia, regardless of whether it is considered a legal entity or not.

2. In each individual case, depending on the context, the term 'Customer' may include one customer or several customers together.
3. The Bank shall render to the Customer with the services allowed by the legislation of Georgia.
4. For any banking service delivered or banking product used, the Customer shall pay a fee established by the Bank, various commission fee(s) and/or other payments at the rates established by the Bank. The Customer shall be obliged to familiarize himself/herself/itself with the applicable rates before execution of any operation/transaction. The Customer shall confirm that he/she/it has received, familiarized himself/herself/itself with, and agree to the tariffs placed on the Banks official website at www.procreditbank.ge.

4[1]. The Bank will not charge a fee to the Customer for an inactive financial product unless the Customer uses another active non-credit/deposit product.

5. The Customer shall be obliged to ensure the presence of sufficient funds in his/her/its account(s), and the Bank shall be authorized to debit amounts at any time, without acceptance or any additional consent of the Customer:
   a) to settle any banking service commission, fee and/or other type of payment (according to the Bank's rates);
   b) to make complete or partial settlement of any of the Customer's due/overdue financial liabilities (loan/credit/overdraft (including unauthorized overdraft) and/or accrued interest; court/enforcement and other fees; inflicted damages; fines and penalties; any other type of payments and/or any other type of liabilities, regardless of their nature or origin).
6. The amount shall be debited from the Customer's accounts as per the following rules:
   a) First of all, the amount shall be debited from the Customer's current account(s).
   b) If there are no funds or are insufficient funds in the current account(s), the amount shall be debited from any other type of account(s) held by the Customer (except for term deposit(s), unless otherwise defined by the agreement between the Bank and the Customer).
   c) In the cases outlined in paragraphs a) and b) above, the amount shall first be debited in the currency of the outstanding liability. If there are no funds or insufficient funds in the relevant currency, the amount shall be debited in any currency or currencies, at the Bank's discretion.
7. If the amount to be debited is different from the currency of the outstanding liability, or if the currency conversion is necessary to make a payment, or in any other case, the Bank may convert the amount from one currency to another at the commercial exchange rate of JSC ProCredit Bank. The currency conversion fee (if any) shall be defined in the tariffs in paragraph 4 of this article. The Customer may look through the currency exchange rates available at JSC ProCredit Bank branches and the official website at www.procreditbank.ge. The Cust er may also check the foreign currency exchange rate history on the same website (specifying the time of changes) within 180 days after the transaction.
8. If funds in the Customer's account(s) are not sufficient, the Bank has the right to debit the amount from an approved overdraft under the rules outlined in this document.
9. The Customer shall receive the information set forth below as a text message (SMS) to the cell phone number recorded with the Bank under the Agreement on Recording Contact Data:
   a) information related to loan instalments, term deposits, making accounts dormant, card transactions, automated tasks, card blocking/unblocking, provided that the Customer uses such services;
   b) information regarding cash collection orders on the Customer's accounts;
   c) information about debit operations conducted on the Customer's accounts. Debit operations are all banking operations that reduce the balance of the Customer's account, other than the banking service commissions deducted by the Bank;
   d) other information envisaged by this document and/or by the agreement between the Bank and the Customer.
10. The Bank shall not be responsible for the failure of telephone companies to deliver text messages (SMS), or for the delayed/late delivery of such messages by telephone companies. The Bank fully disclaims liability for the delay in the provision of services if the delay (non-notification/late receipt of notification) is used by a reason independent of the Bank and/or due to a local/foreign mobile operator/provider and is beyond the control of the Bank. The Bank shall not be liable for any loss or damage caused, without any limitation, by the above defect/failure and/or delay in sending a short text message.

11. The Customer shall be obliged to immediately provide the Bank with the information/documentation requested by the agreement and/or this document. The Bank shall be authorized to request additional information/documentation.

12. In the case of any change in the Customer's personal or any other information maintained with the Bank, including:

- Trade name and/or other personal/trade data;
- Status of a politically exposed person[1];
- Legal/actual address;
- Legal form;
- Business-related information;
- Person(s)/representative(s)/trustee authorized to manage the account and the beneficiary owner(s), ownership and management (control) structure of the Customer;
- Other identification data provided to the Bank;

the Customer shall be obliged to notify the Bank in writing of the change/cancellation/suspension of the above-mentioned information/data before establishing a business relationship with the Bank (before conducting the transaction, making any type of deal and/or starting any other business relationship). The Customer shall be obliged to submit to the Bank the original or notarized copy and/or another certified copy of the relevant document acceptable to the Bank confirming the above-mentioned change. Prior to the Customer's written notification of the change, the Bank shall be authorized to act under the information maintained with the Bank, and in such a case any action of the Bank shall be appropriate and lawful having full legal consequences. The Customer shall be responsible for any kind of consequences caused by the failure to notify the mentioned changes. The Customer shall also be responsible for the damage (loss) caused by the actions taken before the notification of the relevant change and/or cancellation, which may be incurred by the Bank under applicable legislation.

12[1]. The Bank shall be authorized to request the Customer, at least once a year, to update the documents and/or information having submitted for opening an account. If the Customer fails (refuses) to submit the above-mentioned information/documents, the Bank shall be authorized to suspend, restrict and/or discontinue banking operations/service provision to the Customer.

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

14. (Deleted).

15. (Deleted).

16. The Bank shall ensure protection of banking, commercial and personal secrets, in accordance with applicable legislation.

17. The parties shall undertake not to disclose the terms and conditions of their relations to third parties, unless otherwise stipulated by the agreement, this document and/or applicable legislation of Georgia.

18. The Customer shall be obliged to immediately inform the Bank in writing about any change of status/content of any letter of attorney/authorization, including its annulment; otherwise, the Bank shall be released from liability for outcomes attributable to such changes, including compensation for damages incurred by the Customer and/or any third party.

18[1]. The Customer may apply to the Bank in oral and/or written form requesting the cancellation/annulment of the power of attorney or the suspension of the service on the basis of the abovementioned power of attorney, upon the customer's request and based on the customers's identification procedures determined in the Banking Service Conditions, the Bank shall satisfy the customer's request. At the same time, the customer is obliged to annul the power of attorney according to the procedures defined by law.

19. The Customer shall immediately inform the Bank in writing if any of his/her/its identification or other similar documents are cancelled, lost or transferred to another person, or if U.S. indicia appear in the Customer's data (including but not limited to obtaining the so-called U.S. Green Card, etc.). Otherwise, the Bank shall be released from liability for outcomes attributable thereto, including compensation for damages incurred by the Customer

[1] A politically exposed natural person defined by the legislation of Georgia.

and/or any third party (including compensation for losses that are an indirect consequence of the loss of the document or its transfer to any third party).

19[1] In accordance with the common model of automatic exchange of information created with the support of G20 leaders - common reporting standard ("CRS") and the requirements of Georgian tax regulations, the bank is obliged to collect certain information about the tax residency of each account holder. At the request of the bank, the self-declaration must be filled by all account holders.

The client is obliged to immediately provide unmistakable information to JSC "Procredit Bank" in accordance with the request of CRS about any changes in the data indicated by the client in the self-declaration form of the bank, and to update the self-declaration within 30 days after such change.

20. Any electronic signature, including confirmation via any communication channel agreed with the Customer, by the parties and by any third party shall have the same legal effect as that of a handwritten signature on a hard copy.

21. The parties cannot refuse to fulfil conditions and obligations set forth in this document (banking service conditions) solely because a party has not signed (in person and/or electronically) this document (a printed and/or electronic copy of this document).

22. If the Bank and the Customer agree on a certified method of electronic communication, among them via internet bank, agreed contact information, then this method can be used for communication and banking operations.

23. If the date of fulfilment of any obligation by the Bank coincides with a holiday determined by the Organic Law of Georgia 'Labour Code of Georgia' or with a weekend, or with a holiday determined by the National Bank of Georgia on the basis of the Organic Law of Georgia on the National Bank of Georgia, the Bank shall fulfil its obligation on the following business day.

23[1]. The Bank and the Customer agree on applying a digital/electronic means of communication. Further, by expressing the will of using the service, the Customer declares and confirms that he/she automatically agrees to the respective effective tariffs and terms of the service/product. The Bank retains the right to, upon its sole discretion, without any obligation to further explanation to refuse to use the digital/electronic means of communication in particular case. For the purpose of this clause, the Customer means a private individual.

24. (Deleted).

25. The Customer shall be fully responsible for the effects of the actions of its representatives, hired personnel, workers and persons in labour relations or any other type of legal relations with the Customer, regardless of whether the above persons acted culpably or not.

26. The Customer shall be obliged to allow its activities to be checked against the Bank's Exclusion List (the list is available at any office of JSC ProCredit Bank Georgia and on its official website: www.procreditbank.ge). Through this document the Customer confirms that he/she/it is not, and in future will not be, involved in any activity mentioned in the Exclusion List. The Customer shall also confirm that, to the best of his/her/its knowledge and according to the analysis conducted, he/she/it complies and will continue to comply with all of the environmental, health and labour safety regulations applicable in Georgia.

27. Annulment of any of the paragraphs of the agreement between the Bank and the Customer or this document shall not result in the annulment/termination of the agreement/this document and/or other paragraph(s) thereof.

28. The Agreement on Banking Products mentioned in the Special Terms shall be concluded for an indefinite term, unless otherwise provided for in the Agreement or the Special Terms. Agreements with Customers shall be concluded in Georgian or in English. Accordingly, the terms and conditions of the agreement are provided, looked through and communicated with the customer in the language in which the agreement is concluded.

28[1].The Customer shall be authorized to get, during the agreement, any information about the terms and conditions of the concluded agreement(s). The Bank shall provide the information required by the Customer in the desired form.

29. Relations between the Bank and the Customer shall be governed by the legislation of Georgia. Any dispute or conflict shall be resolved via negotiation. The dispute shall be examined by the court of the Bank's jurisdiction.

30. When signing an agreement remotely, including through Internet Bank, the customer will not be charged additional fees for using the remote channel.

31. The customer may not unilaterally terminate an agreement concluded remotely, unless otherwise provided by the agreement.

32. During the effective term of a remotely concluded agreement, remote communication means may only with the prior written consent of the bank and if it does not contradict the agreement or the nature of the product.

Article 2[1]. Consent to information processing

1. Definition of terms provided in this Article:

a) **information** - any information containing banking, commercial, confidential, personal, including biometric, data of the customer legal entity and/or private individual.

b) **personal data (hereinafter 'data')** – any information relating to an identified or identifiable private individual. An identifiable private individual is one who can be identified, directly or indirectly, including by his/her name, surname, identification number or other characteristics.

c) **information processing** − any operation performed on personal data by automated, semi-automated or non-automated tools, including collecting, recording, photographing, video monitoring and/or audio monitoring, organising, storing, altering, retrieving, requesting for access, using or disclosing by data transmission, dissemination or otherwise making available; grouping or combining, blocking, erasing or destroying;

d) **direct marketing** - the direct and immediate delivery of information to the Customer by telephone, mail, email or other electronic means to generate and maintain interest in, sell and/or support the Bank/person, product, idea, service, work and/or initiative, as well as image and social issues.

2. Considering the requirements of the legislation of Georgia:

2.1. The client hereby consents and agrees that the bank may process any data of the client, also make information available for the bank shareholders and their controlling entities, the bank's subsidiary enterprise(s)/organization(s), make information available for other government and international organizations, make information available for tax consultants, auditors, legal advisers, insurance companies, payment service providers, the Revenue Service and the third parties providing different services only for the following purposes:

- A contractual or pre-contractual relationship exists with the client;
- Providing/improving/developing any kind of banking services to/for the Client;
- Considering the Client's application;
- Offering banking/loan products by the Bank to the Client unilaterally, without application of the Client;
- Monitoring the Client's current loan products and verifying the Client's solvency;
- For the purposes of the Bank, providing different types of research/services/ consulting on tax and legal issues / audit;
- Reporting to the bank shareholders;
- Making an expert examinations related to banking services;
- Direct marketing and/or automatic information processing/profiling;
- Participating in various (related to Visa, MasterCard, or other banking service) promotional activities;
- Updating/correcting/completing information;
- Ensuring security;
- Ensuring enforcement;
- Processing of data is required for the Bank to comply with its obligations, under the legislation, or is necessary to protect the material legitimate interest of the Bank;
- Other cases provided for by legislation.

2.2. This consent is given by the Client for the processing of information with the aforesaid purpose during the required period of time.

2.3. Data may be processed only to the extent necessary to accomplish the above purposes. In addition, persons who process data shall ensure that the data is stored in a secure environment in accordance with internationally recognized security standards and best practices, and are exchanged via protected communication channels. Information is stored with the bank only for such time as is necessary to achieve the objective of information processing, considering the storage time determined by legislation and the bank regulations. The Client may, at any time, withdraw his/her consent to the processing of personal data.

If the Customer does not give his/her consent to the information processing, if there is no other basis for data processing, the bank may refuse to provide services to the client and/or may terminate any agreement with the Customer. Besides, the withdrawal of consent does not lead to the cancellation of the legal consequences arising before and within the scope of the withdrawal of consent.

2.4. The Customer represents that he/she is aware of his/her rights provided by the legislation of Georgia, that the Customer may, at any time, demand the bank to stop using his/her personal data for marketing purposes; The Customer is entitled to request and receive the information on the data processed regarding him/her, request to correct, update, complement, block, cease processing of, restrict access to and/or erase and destroy or transfer (in case of automatic information processing) data if the data are false, incomplete, inaccurate, not updated, or the validity or accuracy of the data is disputed, or if they are collected and processed against the law.

3. The Customer is aware that the JSC ProCredit bank may obtain and process any and all necessary data from the Public Service Development Agency only for the purposes specified by this article during the required period of time under the terms and conditions envisaged by the legislation of Georgia.

4. JSC ProCredit Bank shall collect/process all the credit/non-credit and other relevant information about entities with regard to providing information to and receiving information from the Credit Information Bureaus under the terms and conditions envisaged by the legislation of Georgia. The information shall be processed for analysing Customers' solvency and shall be made available for those involved in the Credit Information Bureau as established by legislation (lending organizations and persons receiving/providing information).
When requested by customers (including data subjects), the data controller shall correct, update, add, block, erase or destroy data if they are incomplete, inaccurate, not updated or if they are collected and processed against the law.

5. The Customer confirms that he/she has been aware of the terms and conditions stipulated under the personal and banking data protection policy posted on the Bank's website.

Article 2^2. Customer online identification

1. Online identification includes biometric identification - remote identification/verification of a person, which involves the use of a face recognition system to provide the so-called liveness check and biometric comparison of faces in selfie and ID document photos.
2. For the purposes of this article, the term "Customer" in each specific case, depending on the context, refers to both the private individual and the business customer and the person authorized for its management and representation, who applies to the Bank to receive banking services based on online identification.
3. The Bank identifies the Customer online to provide the Customer with various banking services defined by the Bank under the rules and restrictions established at the Bank.
4. If, during online identification, an ID document submitted by the Customer is forged, the data specified in the application are incorrect or the submitted document does not belong to the person going through the identification, the Bank may quit the identification process and refuse the service to the Customer.
5. The Customer shall provide accurate and authentic information in the application for identification. The Customer confirms and is aware that the Bank will use the data specified by the Customer in the application during the provision of various services, including the activation of a new service.
6. After having opened a current account through online identification, the Customer will have access to basic banking products. Besides, before the face-to-face identification of the Customer, banking transactions on the account opened through online identification are subject to the Order No 48/04 of 30 March 2021 of the President of the National Bank of Georgia (NBG) "On the Approval of the Rules for Electronic Implementation of Preventive Measures by the Accountable Person" and the limits and restrictions established under the regulations of the Bank.
7. In case of the presence/detection of increased risk factors, the Bank reserves the right to set further restrictions and limits on the banking transactions using accounts opened through online identification.
8. After completing the online identification process, the Bank confirms the identification. The Customer has access to the relevant remote service only if the Bank confirms that the identification process has been successful. The Bank may reject the identification and determine that the identification process has failed. The Bank will notify the Customer in case of failed identification.
9. The Customer is aware and agrees that the Bank will process, for the purpose of identification/verification, the Customer's personal data (including biometric data) as established by legislation. The process includes:
    - At biometric identification - taking photos/selfies of the Customer and his/her ID document, providing biometric face comparison, and performing a video task using the software

- Checking the authenticity of an ID document and providing verification based on the electronic database of the LEPL Public Services Development Agency.

10. The Customer is aware and declares his/her consent to processing his/her data and making screenshots of video and photo recordings during the online identification process. The Bank shall keep the photos/screenshots/video recordings for the period prescribed by legislation and the regulations of the Bank. The Customer's personal data may be made available to third parties providing services (Identomat Inc), whose software is used by the Bank for identification/verification.
11. Any request/application/order/message of the Customer received by the Bank during the online identification process and/or via Internet Banking has the same legal force as a document confirmed (executed in writing and signed) by the Customer, and in case of a dispute, such recording and/or corresponding request/application/order/message shall be used as evidence.

Article 3. Amendments and Additions

1. The Customer shall authorize the Bank to make amendments/additions of any content to the agreement (including the documents and conditions that form an integral part of the agreement) with the Customer, banking service conditions (this document) and/or tariffs/rates, at the Bank's own discretion, at any time, unilaterally and on multiple occasions; and thereby:

   a) the amendment shall be made in the existing right and/or responsibility, and/or the new right/responsibility of the Bank and/or the Customer shall be defined;

   b) the amount of current commission(s)/fee(s)/other payments shall be changed and/or the new commission(s)/fee(s)/other payments and their tariffs shall be imposed.
2. Amendments/additions to the agreement (including the documents and provisions that form an integral part of the agreement), as well as to the banking service conditions, shall be defined in this document, and amendments/additions made to the tariffs shall be defined in the relevant document of the Bank. Amendments/additions shall be made available for customers on the Bank official website.
3. In order for the amendments/additions including the amendments/additions relating to payment services) to become effective, it is sufficient to place the amendments/additions on the Bank website at www.procreditbank.ge, of which the Bank shall within the period defined by the legislation of Georgia notify the Customer prior to the effective date of such amendments/additions through any of the communication channel (written, short message service, Internet Bank, telephone call, etc.) agreed with the Customer. The obligation to meet the above deadline does not apply to the cases when the amendment/addition is made in favour of the Customer, also to new payment services that do not replace and/or change the payment service(s) provided for by the agreement.
4. The Bank shall not be obliged to notify the Customer of any amendments/additions if the amendments/additions are made in favour of the Customer.

4[1]. The amendments introduced by the Bank shall be considered to be approved by the Customer unless the Customer waives the new conditions before the amendments/additions take effect.

5. The Customer shall undertake to periodically familiarize himself/herself/itself with the information about amendment(s)/additions posted on the Bank website.

Article 4. Termination

1. The Bank shall be authorized to unilaterally terminate any or all agreements (including the Agreement on Opening and Maintenance of Bank Account) with the Customer at any time (regardless of whether or not the term of agreement has been defined); the Bank shall inform the Customer about such termination one month before the effective date. If the Customer waives the amendments provided for by Article 3 of this document, the Bank shall be authorized to terminate any agreement after the amendments take effect.
2. The Customer shall be authorized to unilaterally terminate any or all agreements with the Bank at any time (regardless of whether or not the term of agreement has been defined); the Customer shall inform the Bank about such termination in writing one month before the effective date. The Customer may exercise that right if it has no financial liability to the Bank under the agreement to be terminated or on any other grounds. The Customer shall be authorized to terminate the agreement immediately before the changes under Article 3 of this document take

effect (without meeting the 1-month timeframe) without payment of any commission fee, charge or penalty defined for early termination of the agreement.

3. During the timeframes mentioned in paragraphs 1 and 2 of this article, the parties shall be obliged to make a final payment to each other (fulfil all financial and other obligations, including all obligations not yet due).

Article 5 .Force Majeure

1. The parties shall temporarily be excused from performing their obligations hereunder during the period of force majeure. Force majeure does not automatically lead to the termination of the agreement.
2. Force majeure means any event beyond the reasonable control of the parties which neither party is able stop and/or overcome and which renders the parties unable to perform their obligations hereunder.
3. The performance of this agreement shall be suspended until the force majeure and its effects have ceased. However, the force majeure shall not prevent a party from terminating this agreement in the manner provided for by this document.

Article 5[1]. 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.

Book III -Special Terms

Section I - Agreement on indication of contact details and/or phone number for Plastic Card Service

Article 6 . Agreement on indication of contact details

1. An Agreement on Indication of Contact Details shall be concluded between the Bank and the Customer.
2. The Bank shall enter the Customer's contact details as specified in the above-mentioned agreement in its database and shall use them for communication with the Customer.
3. The Customer also agrees to accept any type of information and notifications from the Bank (including notification of submission of the Customer's data to Credit Information Bureau, if needed) on the phone number indicated in this application, in the form of text messages (SMS) or automatic voice messages, e-mail or postal mail. The form of communication (SMS/e-mail/postal mail) shall be determined by the Bank on a case-by-case basis.
4. If notification is sent in writing, it shall be deemed sufficient if delivered by a courier or registered mail to the address specified herein, and confirmed by signature of an authorised person.
5. If any contact details specified in this agreement are changed and/or cancelled, the Customer shall notify the Bank thereof in writing and shall submit new contact details to the Bank. Until receipt of Customer's written notification, the Bank shall be authorized to act in accordance with the information stored at the Bank (including sending notifications to the locations specified in the Customer's contact details, as stored at the Bank) and in such a case, any action of the Bank shall be appropriate and lawful having complete legal consequences. When the Bank sends a notification to the Customer's most recent contact details as stored at the Bank, the notification shall be deemed to have been duly sent and delivered to the Customer. Moreover, the Bank shall not be held responsible for violation of confidentiality of information and/or inflicted damage.
6. (Deleted).

Article 6^1. Agreement on indication phone number for plastic card service

1. The Bank and the Customer conclude an Agreement on indication of phone number for Plastic Card Service.
2. Under the above Agreement, the Customer indicates his/her phone number bank for Plastic Card Service (hereinafter the Card Service Phone Number), to which the Bank shall send a 3D code for confirmation of an online purchase/Internet transaction (in the case of purchases with appropriate security status) and/or any other additional security identifier/code for confirmation of bank plastic card transactions, a bank plastic card initial PIN code and/or informative SMS related to the card transaction/financial transaction and/or any information related to this service.
3. When changing the Card Service Phone Number, the Customer shall record a new card service phone number at the Bank. If the bank plastic card holder and user is the same person, he/she has the right to change/cancel the Card Service Phone Number, and if the Card Holder and the Card User are different persons, only the Card User may change the Card Service Phone Number. In addition, if the Card Service Phone Number is changed, the Bank shall provide information to the Card Holder about changing the Card Service Phone Number.
4. The bank plastic card service phone number shall be activated (the use of the phone number for the purposes of paragraph 2 of this article) based on/after sending the Customer an SMS to the same number in advance.
5. If there is a jointly agreed active contact number and card service phone number provided by the Customer to the Bank, to receive a 3D code for confirmation of an online purchase/Internet transaction (in the case of purchases with appropriate security status) and/or any other additional security identifier/code for confirmation of bank plastic card transactions, a bank plastic card initial PIN code and/or informative SMS message regarding the card transaction/financial transaction and/or any information related to this service, after the step-by-step activation of the corresponding service, only the Card Service Phone Number shall be used.

Section II - General Provisions on Bank Accounts

Article 7.

1. The following types of account services shall be provided by the Bank:
   a) Current accounts
   b) Card accounts
   c) Deposit accounts (demand/call deposits and term deposits)
2. The conditions set forth in this article, because of their content, shall apply to all types of accounts listed in paragraph 1 of this article, unless otherwise stipulated by relevant agreement and/or special provisions.
3. The Customer shall be obliged to submit to the Bank the information and documentation required for opening an account.
4. (Deleted).
5. The Bank shall be entitled not to credit cash or wire transfers to the Customer's account if the Customer's identification data have not been completely or accurately provided in the payment order or relevant document that serves as the basis for the entry.
6. In cases of currency transfers in which the IBAN format account is correct but the Customer's name is different and it is impossible to identify the beneficiary, the Bank shall be entitled not to make the payment.
7. For the use of funds erroneously credited to the account, the Bank is authorized to impose on the Customer a penalty of 0.5% of the amount used. The penalty will start accruing 5 (five) working days after informing the Customer and will be accrued for each day of unreasonable use. For the purposes of this paragraph, the Bank is authorized to use any available means of communication to inform the Customer. The Bank will choose the means of communication unilaterally in any particular case and the Bank shall not be responsible for breach of this obligation if the non-provision of information is caused by the fault of the Customer.
8. The Bank is authorized to debit funds from the Customer's bank account only on the basis of a relevant payment order (authorization, order), unless otherwise stipulated by law, this document, and/or the agreement or other contract between the Bank and the Customer. The Customer gives his/her/its consent when conducting a payment transaction by affixing his/her/its signature to the material or electronic document or through electronic authorization. For proper implementation of the payment order, the Customer shall provide the Bank with all details necessary for making payments as specified on the Bank's website at www.procreditbank.ge. In addition, depending on a specific payment transaction, the Bank may, if necessary, request additional documents from the Customer.
9. The Bank may debit funds that do not belong to the Customer from the Customer's account, in favour of the owner (the Bank itself or another (third) party), without acceptance or any additional consent of the Customer. If, at the moment of deduction, the funds are not sufficient on the Customer's account, the Bank shall be authorized, without additional consent and acceptance of the Customer, debit the Customer's account and attribute it to the Customer's credit obligation to the Bank (like loan, overdraft, etc.).
10. Apart from the Bank's right mentioned in paragraph 9 of this article, the Customer shall be obliged to return to the Bank in full any money credited to its account which does not belong to it, within one day of receiving notification of the entry.
11. The Bank shall be authorized, on the basis of the Customer's order, and in cases stipulated by legislation and/or this document, to debit such amounts from the Customer's account, without acceptance, as are required to be credited to a creditor's account.
12. Upon the Customer's request, the Bank shall be obliged to provide the Customer with information about its account in the form of a bank statement.
13. The Bank may reject a banking service order if the order is submitted to the Bank in violation of the current regulations, if it includes inaccurate instructions or inaccurate unique identifier, if the amount of the order exceeds the factual balance of the account and/or the account does not have sufficient funds to allow settlement of commissions, or if the execution of such order is unlawful and/or unethical.

14. Not later than the next business day, unless otherwise stipulated by the legislation of Georgia, the Bank shall:
    a) transfer the amounts as per the Customer's payment order, if it is not in conflict with current legislation;
    b) receive and issue cash to the Customer and issue cash upon the Customer's order.
    c) Consider the application of the Customer switched to the "Account Standard" under this document, and after identification and verification of the Customer, move him to any basic banking product set out in Articles 29^4 - 29^8.

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

14^2. Cash services may be provided at the Bank's branches and through the machines placed in 24/7 self-service areas, such as PayBox, Deposit Code, Deposit Safe. Cash may be withdrawn by plastic cards, cash withdrawal codes.

15. If the calendar day of a transfer order to be fulfilled by the Bank coincides with a non-banking day, the Bank shall fulfil the obligations on the following working day.

16. The Customer shall be obliged to check the status of payment orders within three working days, and in the case of payment orders transferable to the budget, no later than the following working day.

16^1. If the Bank does not/cannot complete the payment order, the Bank shall inform or send a short text message (SMS) to the Customer to the recorded mobile phone number as soon as possible, but no later than the deadline for the payment order. Except as stipulated by the legislation of Georgia, the Bank shall indicate the reason for the refusal and provide or otherwise make available the procedure for correcting the factual deficiencies that have led to the refusal, if it is possible to provide such information. Besides, the Bank may set a reasonable amount of commission, if the refusal is objectively justified and is caused by the reason of the Customer.

16^2. If the payment operation has been performed incorrectly due to the Customer's fault, the Bank may charge the Customer a fee for the refund, if any.

17. The Customer shall be obliged not to use bank accounts for commercial activities, if the Customer is not registered in an appropriate manner and/or its legal status restricts such operations. The Customer shall be held liable for any consequences arising from a breach of this condition.

18. The Bank shall be authorized to terminate any banking services agreement with Customers of dormant accounts unilaterally, without giving a prior notice/warning to such Customer, and close his/her/its accounts.

19. Termination of the agreement on the basis of which the account was opened shall cause the closure of the account.

20. The Bank shall receive payment orders on weekdays during the customers service hours at the branch. The Bank processes payment orders on working days from 10: 00 till 17: 30. After this time, the Bank ceases to receive payment orders for the current day, and payment orders received after the above-mentioned hours are considered to be received on the following working day. Detailed information about the work schedule of the Bank branches can be found on the following link: www.procreditbank.ge.

20^1. On the day of receiving the payment order, the Bank shall also notify the payer of the receipt of the payment order or otherwise make this information available to him/her in the form agreed between the parties and in the cases provided for by the legislation of Georgia.

21. After the Bank debits funds of payment transaction from the Customer's account, the Bank shall furnish the Customer (by giving a copy of the payment order or via the Internet Bank) with the following information about:
    21.1. unique code of the payment transaction;
    21.2. amount, currency, date of receipt of the payment order;
    21.3. all commission fees paid by the Customer;
    21.4. if the payment transaction is related to currency conversion, then the exchange rate used in the payment transaction, and the converted amount and currency.

22. The Customer may, orally or in the form agreed with the Bank, ask for the following information about:
    22.1. the maximum amount of time set by the Bank required for the payment service;
    22.2. all commission fees payable by the Customer to the Bank.

23. If funds are entered into an account, the Customer may request and the Bank must furnish the Customer, in the form requested by the Customer (make it available), with the following information about the payment transaction:

23.1. unique code, amount, currency of the payment transaction, and all commission fees payable by the Customer to the Bank;

23.2. if the payment transaction is related to currency conversion, then the exchange rate used in the payment transaction, based on which the recipient's servicing bank made the conversion, and the converted amount and currency before conversion.

23.3. the date of crediting to an account;

24. The Bank shall pay for damages caused to the Customer due to any payment transaction failure, incorrect payment transaction and/or delayed payment transaction due to the fault of the Bank.

24.1 In the case of unauthorized or incorrect/non-performed payment transaction, the Bank shall pay the Customer for damages, costs or missed profit, provided that the Customer has met the notice deadline and safety requirements defined in this document, and that damage is due to the fault of the Bank. In such case, if the Bank determines that unauthorized or improper/non-performed payment transaction was due to its fault, the Bank must refund/finance or indemnify all funds to the Customer, without undue delay, by transferring funds to the same account of the Customer, unless otherwise agreed between the parties.

24.2 If the payment operation initiated by the payer was not executed or was executed incorrectly, the Bank shall, based on the request of the payer, take immediate measures to investigate the payment operation and inform the payer of the result. The Bank shall carry out the above actions free of charge for the payer, except when a foreign payment or message exchange system is involved in the execution of the payment operation, and at the same time the non-execution or incorrect execution of the operation was due to the fault of the Customer.

24.3 The Bank is released from the obligation to pay any damages if it is established that there was a fraudulent act, intent or gross negligence by the Customer, as well as in other cases provided by law.

25. According to the Law of Georgia on Deposit Insurance System, from January 1, 2024, the amount in deposits/accounts of all depositors, regardless of the number of deposits/accounts, is insured at each commercial bank and microbank and will be reimbursed by the Deposit Insurance Agency within the limit of GEL 30,000. The amounts in all depositor accounts with commercial banks and microbanks are automatically insured without extra costs for depositors. For more information, please visit the website of the LEPL Deposit Insurance Agency at www.diagency.ge. ***(repealed as of April 1, 2026)***

[According to the Law of Georgia on Deposit Insurance System, from April 1, 2026, the amount in deposits/accounts of all depositors, regardless of the number of deposits/accounts, is insured at each commercial bank and microbank and will be reimbursed by the Deposit Insurance Agency within the limit of GEL 50,000. The amounts in all depositor accounts with commercial banks and microbanks are automatically insured without extra costs for depositors. For more information, please visit the website of the LEPL Deposit Insurance Agency at www.diagency.ge. ***(effective as of April 1, 2026)***]

26. (Deleted).

27. The Bank shall consider, free of charge, the complaint of the Customer concerned with the rights and obligations arising from the payment. The complaint shall be submitted to the Bank in an oral or written (material or electronic) form. The Bank shall confirm to the Customer the receipt of the submitted complaint on the day of receipt, in material form or by other long-term means in agreement with the Customer. In case of submitting a complaint orally, the Bank shall offer the Customer a written complaint or, with the Customer's consent, make an audio recording of the complaint. The day of receiving the complaint is considered to be the working day when the Customer submits the complaint to the Bank. If the complaint is submitted on a non-working day, the next working day is considered the day of receipt. The Bank shall consider the complaint related to the rights and obligations arising from the payer and make a decision and inform the Customer of its decision no later than 55 working days after receiving the complaint. The Customer may, in relation to the pending complaint, apply to the Dispute Review Commission within the National Bank of Georgia, which will review the dispute free of charge, no later than 6 months from the date of filing the complaint with the Bank.

Article 7[1]. Servicing and closing of dormant accounts

1. Operations initiated by Bank are those performed automatically in the banking system or by a bank employee, such as:
   - deduction of bank service fees;
   - deduction/realisation of interest income (interest, penalty) on accounts and loans (including overdrafts)
   - transfers on the basis of collection orders;
   - transfers from other bank.
2. Operations initiated by Customer are all those which do not fall under the operations initiated by Bank.
3. Dormant account is an account which has shown no activity for 12 consecutive months. (dormant accounts may have cash balances);
4. Customers with dormant accounts are those whose all accounts are dormant;

4[1]. Dormant customer is a customer who has not conducted any bank operation(s) initiated thereby on any current account or savings deposit for the last 12 continuous months, and who does not have a current loan or a valid term deposit/certificate of deposit.

5. To exercise stronger control over the Customer's dormant accounts/dormant customers and protect against unauthorized bank operations, customer-initiated bank operations are prohibited on dormant accounts/dormant customers other than depositing money to such accounts by the Customer or any third party.
6. Reactivation of accounts of dormant customers/customers with dormant accounts, when all customer accounts are dormant, is allowed only if the Customer or the Customer's authorized person appears at and/or applies to the Bank. Conducting any customer-initiated operation on a dormant account does not automatically reactivate the dormant account/dormant customer and/or the customer with dormant accounts.
7. The Bank may close customer with dormant accounts if cash balance on all of dormant accounts is 0 and the cash balance on the other (remaining) accounts of this customer is 0, too.
8. (Deleted).

Article 7[2]. Return of foreign currency banknotes unfit for circulation to the Customer

1. This article applies to foreign currency (EUR and USD) banknotes unfit for circulation collected from payments made by the Customer to his/her or third party's account through payment systems/tools (except when depositing money via a safe deposit box SAFE), including pay boxes or other technical means.
2. A foreign currency banknote with the following damages shall be deemed to be unfit for circulation:
   2.1 significantly damaged, including torn/ripped, shredded banknotes and those glued-together in any way or through any means whatsoever;
   2.2 banknotes with original colour missing and/or discoloured significantly;
   2.3 partially burnt banknote with damaged edges, surface or security markings presumably caused by burns;
   2.4 banknotes fully or over 30% soiled/spoiled with oil, paint, ink or any chemical or reagent;
   2.5 fully or partially mouldy banknotes regardless of the size of the mould and the degree of damage;
   2.6 banknotes damaged by physical impact with changed basic image, portrait, face value; removed/damaged security thread; altered inscriptions that makes it difficult to distinguish the banknote, etc.;
   2.7 banknotes with unambiguous print defects, such as the lack, damage, alteration or improper location of a water mark or a security thread; also with de-inked image;
   2.8 banknotes with geometric size changed more than 3 (three) millimetres (decreased/increased);
   2.9 foreign currency banknotes issued before 1974, whether physically damaged or not.
3. The Bank employee shall check and count the amount deposited by the Customer through payment systems/tools within 30 (thirty) business days after the deposition.
4. If during the counting and checking it turns out that the foreign currency banknote(s) deposited by the Customer is(are) unfit for circulation, the Bank shall be authorized to report the amount of the banknotes deemed unfit for circulation as a loss without consent or attendance of the account holder.
5. After having reported the amount as loss, the Bank may unilaterally, without consent of the account holder, deduct the appropriate amount from any of his/her/its accounts; furthermore, the Bank shall also be authorized

to convert the amounts available on any account of the account holder into the relevant currency, at the Customer's expense, in accordance with the Bank's current commercial exchange rate.

6. The account holder may accept back the banknotes that the Bank deems unfit for circulation by visiting the branch designated by the Bank for this special purpose within 10 (ten) business days following the relevant notification. Suspicious banknotes shall not be subject to return.
7. Upon expiry of the above time limit with no effect, the Bank shall not be obliged to further notify the Customer of the return of the banknote(s) deemed to be unfit for circulation. Such banknote (s) shall be maintained with the Bank at the designated place and returned to the Customer within 5 (five) business days from his/her/its written application to the Bank.
8. If there are not sufficient funds on the account holder's account(s) to pay loss at the time when the loss is reported, this will lead to going into unarranged overdraft by the Customer holding an account to the extent of the outstanding sum.
9. For the purposes of this article, going into unarranged overdraft means the overdraft authorized for the loss accrued on the account holder's account(s) (debit balance/debt) because of the banknotes deemed by the Bank to be unfit for circulation that have been collected from the payments made via the payment systems/tools (plastic cards, etc.).
10. Going into unarranged overdraft by the account holder shall lead to 36% charge to the full unarranged overdraft amount per year. Interest charge shall commence within 2 (two) calendar days from going into unarranged overdraft on the account holder's account(s) and continue until full repayment of the unarranged overdraft amount, including the interest accrued (if any).
11. After having counted money, the account holder shall be notified of the deduction of funds by the Bank from the account holder's account(s) for payment of loss and the return of banknote(s) deemed unfit for circulation through any agreed communication channel (SMS, Internet Bank, phone call, etc.) on the same day of relevant operations.
12. The Bank shall determine unilaterally the frequency of relevant notifications to the account holder requesting the repayment of unarranged overdraft.
13. After having revealed and reported the relevant loss, the Bank shall be authorized not to perform/complete the payment order submitted by the account holder for approval that has not been completed yet (except for the payment order for the State Budget transfer) and use the amount for repayment of loss, of which the account holder shall be notified under the established procedure.
14. Unless the unarranged overdraft is repaid within 30 (thirty) calendar days, the Bank shall be authorized to block any payment tool available in the name of the Customer until full repayment of unarranged overdraft, restrict/suspend its use for as long as the unarranged overdraft debt is fully repaid and/or take any other measure established by the legislation of Georgia, including filing a lawsuit with the court or filing an application to the Enforcement Bureau to initiate a simplified legal procedure.

Special Provisions on Bank Accounts

Article 8. Current accounts for natural persons

1. The Bank and the Private Customer enter into an Agreement **on Opening and Servicing of Current Account** and/or its appendix. The appendix forms an integral part of the agreement.
2. A current account is a bank account which holds personal funds and which is managed by the Customer, for payment and other purposes.
3. Natural persons may open only single-currency bank account. Transactions on such account may be made only in one particular currency allowed for banking operations.
4. The Customer may open a maximum of three single-currency accounts in GEL, USD or EUR. Natural persons shall be allowed to open more than one single-currency current account.

Article 8^1. Current accounts for legal entities and organizational formations that are not legal entities

1. The Bank and the Customer (except for natural persons) enter into an Agreement on Opening and Servicing of Current Multi-currency Account and/or its appendix. The appendix forms an integral part of the agreement.

2. A current account is a bank account which holds personal funds and is managed by the Customer for payment and other purposes.
3. Multi-currency bank accounts are opened for the Customer (except for natural persons). Transactions on multi-currency accounts may be made in all currencies allowed for banking operations.

Article 8[2]. Current account with offset function

1. The Bank and the Private Customer enter into an Annex to Agreement on Opening and Servicing of Current Account regarding the activation of the offset function.
2. The offset function allows mortgage loan, except the subsidized mortgage loan (hereinafter the Mortgage Loan), after enabling, to reduce the interest rate on mortgage loans by placing cash funds/balance on the account and daily calculating the interest accrued on the loan.

   When applying the offset function, the interest charged on the mortgage loan will be calculated using the following method: during the repayment of the loan, the interest charged on the current loan will be adjusted by the amount accumulated according to the balance recorded on the offset account at the end of each calendar day, taking into account the minimum and maximum saving thresholds stipulated by the agreement, regarding the activation of the offset function. Furthermore, the benefit received from the offset account shall be determined as the nominal interest rate of the loan minus 3% (three percentage points), and accordingly, the adjustment of the interest at the time of loan repayment shall be carried out based on the above-mentioned benefit rate.
3. The account with the offset function can be used subject to the following terms and conditions:
   4.1. The offset function can be activated only by opening a current account and only for private individuals;
   4.2. The offset function can be activated individually for separate mortgage loans;
   4.3. An offset account can be opened in GEL/USD/EUR. Besides, the currency of the offset account must not differ from the currency of the Customer's mortgage loan;
   4.4. No interest shall be accrued on the amount placed on the offset account;
   4.5. The Customer may manage (deposit/withdraw/credit/transfer/convert, etc.) the fund(s) placed on the offset account without restriction. Besides, the offset account is not a card account;
   4.6. The minimum limit to which the monthly interest rate can be reduced on the mortgage loan using the offset function is 50% of the current mortgage loan balance. Therefore, the portion of the funds placed on the offset account that exceeds 50% of the current mortgage loan balance will not be included in charging the interest.
4. If the balance available on the offset account at the end of the day is less than (GEL/USD/EUR) 100 (one hundred) units, the offset function cannot be used and the Customer cannot enjoy the benefits of the offset function.
5. In full or partial repayment of the mortgage loan, the funds saved in the offset account for the day of early repayment shall be repaid first. Besides, in early repayment of the principal loan in full or in part, the interest balance saved by the offset function for the day of early repayment shall be repaid first. The Customer is aware that the funds saved by the offset function shall cover only the interest accrued on the mortgage loan.
6. The offset function can be disabled and the offset account can be closed at any stage of the mortgage loan. In case of full repayment of the mortgage loan, the offset account shall automatically be closed provided that there are no cash funds on the account and there are no legal restrictions/liability measures stipulated by the legislation of Georgia. The offset account can be closed at any time at the initiative of the Customer and/or the Bank.

Article 9. Multi-currency transit accounts for current deposit

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

1. The Bank and the Customer enter into an **Agreement on Opening and Servicing of Mult-Currency Transit Account.**
2. **A multi-currency transit account for current deposit** is opened to a Customer for deposit operations and is a type of current account.

3. **A multi-currency transit account for current deposit** may be used by the Customer only for banking operations related to opening, closing and topping up a deposit; specifically, it is used for: conversion of the amount; cash deposit; cash withdrawal; deposit of interest accrued on deposit; transfer of the amount from another type of account held by the same Customer; transfer of the amount to another type of account held by the same Customer; money deposit by a third party (physical person) for further transfer to a specific deposit.
4. The Customer agrees to the following: the Bank shall automatically credit the amounts entered into the multi-currency transit account for the Customer's deposit to the deposit account indicated by the person making the entry, if such deposit is opened by the Customer, including a child deposit.

Section III - General Provisions on Deposits

Article 10.

1. A deposit is an amount of funds placed in a bank account. In the case of termination or expiration of the deposit, the Bank shall be obliged to return the amount of the deposit in the same currency as was placed on deposit. The interest shall accrue on the deposit. Deposits may be opened only for the customers holding current accounts. The Customer shall hold a current account in the deposit currency.
2. A deposit account is an account which holds demand/call deposit funds or term deposit funds.
3. A Customer is the person who directly concludes the agreement with the Bank, as well as the person (if such exists), in whose favour/name the deposit was opened and the agreement entered.
4. Upon termination of a deposit agreement or at maturity of the deposit, the Bank shall disburse to the authorised person the amount of the deposit and interest accrued thereon within three business days.
5. In the case of premature termination, the full annual interest shall not be accrued to the deposited amount, but only at the annual interest rate specified in the agreement for the cases of premature termination of the agreement.
6. The Bank shall invest the funds attracted from eco loans in the funding of eco projects (energy efficiency, renewable energies and environmentally friendly investments). Detailed information about the environmental management of the Bank, and specifically eco funding, is available at the official website of the Bank www.procreditbank.ge.
7. (Deleted).
8. (Deleted).
9. The Client agrees and grants to the Bank the irrevocable right, without additional consent and written changes/amendments to the agreement, to change/replace unilaterally the reference rate (index) for an indexed deposit (a deposit whose interest rate is tied to any kind of public index refinancing rate, TIBR, EURIBOR), provided that such index has been revoked and/or replaced, or the bank decides to change/replace the reference rate/index, for the reasons independent from the Bank (e.g.: revocation or replacement of TIBR, EURIBOR, refinancing rate, etc).
10. in the case specified above in Paragraph 9 of this Article:
    a) within the period established by the legislation of Georgia, the Client will receive a notification from the bank through the communication channel agreed about the respective amendments/changes. The notification shall contain information about the proposed new index;
    b) if the Client disagrees with the proposed new index, he/she is obliged to notify the bank in writing, within a reasonable period of time, but not later than two months, after receiving the notification. The Client is also entitled to exercise the rights granted to him/her by the legislation of Georgia;
    c) if the Client does not submit a written refusal within the abovementioned period of time, it shall be considered as agreeing and the proposed changes/amendments be automatically reflected on the deposit(s) respectively;
    d) the parties (Bank and Client) are aware that in the circumstances, due to the requirements of the legislation or of the agreement between the parties, it might be necessary to perform additional actions by both - the Bank and the Client. The parties hereby affirm that, in compliance with the principle of good faith and fair dealing, they shall take all necessary measures, without undue delay, to take any and all additional action required in a timely manner;

e) after the actual change/replacement of the index in the specific deposit agreement, the Client receives an additional notification from the bank. The notification shall include information about the current amount of the public index and the new interest rate;
f) the Client is entitled to request a detailed rule and description for calculating the new index (reference rate) and a new loan repayment schedule, which can be obtained both at the bank office/service center, as well as through any remote communication channel agreed in advance.

11. The new or replaced index proposed by the Bank shall enter into force upon the expiration of the period specified in the notification. In relation with the above, the Client acknowledges that:
    a) due to the replacement of the existing index, the total interest rate on the deposit(s) with the indexed interest rate might be adjusted at the moment of transposition;
    b) upon switching to the new index, if the rate of the new index is higher or lower than the existing rate of the index, the bank is entitled to equalize the reduced/increased interest rate with the existing interest rate of the credit before switching to the new index;
    c) the parties hereby acknowledge and agree that the abovementioned changes in the interest rate of the deposit are not made at the sole discretion of the bank, rather those are the results of the revocation or replacement of the existing index, which occurs beyond the capacity of control of the Bank;
    d) in relation with the change/replacement of the index, Client grants Bank rights to independently act, make decisions, change/adjust the respective terms and provisions of the deposit agreement, adjust the deposit interest rate as well as the right to apply all necessary measures required to replace the existing index and to protect the interests of Client during the process as much as possible;
    e) the Client acknowledges that the intention of the change/replacement of the index is to adapt the terms and conditions of the existing deposit agreement concluded between the Client and the Bank with the changed, new circumstances.
12. Any of the deposit whose interest rate is linked to any of the public index, the Bank is entitled to send any notice to the Client and inform the Client in writing or by e-mail, Internet Banking, SMS or telephone call. In each particular case, the Bank shall solely select the particular means for sending a notice. The Bank shall be authorized to use the contact details entered by the Client in the agreement between the Bank and the Client, also additionally conclude any other agreements specifying the Client's contact data and/or use the Client's publicly available contact data (e.g. the data recorded with the Public Registry, the Commercial Registry and other public space), to which the Client consents in advance.
13. In the case of any change of public index on a deposit with an indexed interest rate, the bank will inform the client about the amount of the changed index and the new interest rate of the deposit within 5 (five) business days after the change, in accordance with the rules contained in this article.
14. The Client is required to immediately notify the Bank in writing of any changes to his/her address and/or any other contact information (mobile phone number, e-mail, etc.). This obligation also applies in full to the client's inheritor and/or legal successor, as well as in the case of a Certificate of Deposit, to each of its purchasers.
15. Any notification and/or document shall be sent to the Client to the contact details (address, telephone number, e-mail, etc.) last known to the Bank and the Bank shall not be responsible for not giving a notification if this is the fault of the addressee and/or the addressee has changed the contact information and has not informed the Bank of it.

Special Provisions on Deposits

Article 11. Term deposit / ECO Term Deposit

1. The Bank and the Customer enter into a **Term Deposit Agreement / ECO Term Deposit Agreement**.
2. This deposit is a type of term deposit.
3. The deposit will be opened with a fixed amount. The depositor is not authorized to increase or reduce the deposit amount.
4. In the case of premature termination of the agreement, only the annual interest rate designated for premature termination of the deposit shall be accrued to the amount of the deposit for the period starting from the date of entering into agreement and ending on the date of termination, and the amount of the deposit shall be transferred in full to the current account specified in the agreement.

5. If, according to the agreement, the interest is paid on a monthly basis, then in the case of premature termination of the agreement, the excess interest already paid shall be deducted from the deposit amount.
6. In case of Term Deposit Agreement with automatic prolongation clause (automatic extension of the term of agreement), the Deposit Agreement shall not be automatically renewed/extended if:
   - At the moment of renewal of the Deposit Agreement the Bank does not have the deposit of the same type (for relevant amount or relevant customer);
   - The Depositor applies to the Bank with the request in writing on cancellation of automatic prolongation of the deposit minimum one working day prior to the expiration of the present Agreement.
   - Except where the bank has no right to extend the term of the agreement in cases provided for by the law of Georgia.

Article 11[1] . Investment deposit

1. The Bank and the Customer enter into the **Investment Deposit Agreement**.
2. This deposit is a type of term deposit.
3. The Investment Deposit shall be opened with a fixed amount. The Depositor is not authorized to increase or reduce the deposit amount.
4. The Investment Deposit shall be opened without the condition of the violation, so the Depositor does not have the right to violate the Investment Deposit Agreement over the period of validity of the agreement.
5. In the case of Investment Deposits opened under the condition of automatic prolongation (automatic extension of the term of agreement), the Investment Deposit Agreement shall not be renewed automatically if:
   - at the time of renewing the Investment Deposit Agreement, the Bank does not have the same type of deposit (of the relevant amount, relevant maturity, or for the relevant customer);
   - the Depositor applies in writing to the Bank for the cancellation of automatic prolongation of the deposit at least 1 working day prior to the expiry of this Agreement;
   - the Bank has no right to extend the term of the agreement in the cases provided for by the laws of Georgia.

Article 12 . Flexible deposit (Deleted 10/07/2017)

Article 13 . Savings plan deposit

1. The Bank and the Customer enter into a **Savings Plan Deposit Agreement**.
2. The deposit is a type of term deposit.
3. The deposit can be opened without an initial deposition with zero balance. There are no minimum requirements determined for opening a deposit with a fixed amount or receiving interest.
4. The deposit amount may not be reduced during the term of the agreement.
5. Additional funds can further be added to Deposit. The frequency and amount of additional funds/depositions are not defined/limited.
6. (Deleted).
7. Interest shall accrue to the amount deposited in the account at the time of accrual (calculation).
8. In the case of premature termination of the agreement, only the annual interest rate designated for premature termination of the deposit shall accrue to the deposit amount, for the period starting from the date of entering into agreement and ending on the date of termination, and the amount of the deposit shall be moved in full to the current account specified in the agreement.
9. Payment of interest to the Depositor shall be made on a monthly basis. In case of premature termination of the agreement, the interest overpaid by the Bank to the Depositor shall be deducted from the deposit amount.

Article 14. Child deposit

1. The Bank and the Customer enter into a **Child Deposit Agreement**.
2. A child deposit is a type of term deposit.
3. The deposit shall be opened with a fixed amount. The deposit amount may not be reduced during the term of the agreement.
4. Funds can further be added to Child Deposit by any person, in any amount and at any interval.

5. The Child Deposit Agreement is entered into by the Contracting Party for the benefit of the Depositor. The Depositor shall have the same rights as the Contracting Party, except where the agreement provides otherwise, expressly or by implication.
6. Upon termination of the agreement, the Bank shall transfer the amount of the deposit with accrued interest to the Depositor's savings deposit account in the Child Deposit currency which the Bank shall open on the last business day on which the Child Deposit Agreement is in effect. The savings deposit shall be subject to the provisions/conditions set forth in the current (standard) Savings Plan Agreement (including interest rates), current (standard) tariffs for banking service/operations, commissions and other conditions/rules. Interest on Savings Deposit shall be capitalized.

6[1]. In case of opening a Child Deposit in foreign currency, if the Depositor does not have a current account or demand deposit account in national currency, a zero balanced savings deposit account in GEL shall be opened.

7. A Contracting Party may not terminate the Child Deposit Agreement early or withdraw cash from the Child Deposit. The Child Deposit Agreement may be terminated early or cash may be withdrawn from the Child Deposit by the Depositor if he/she is emancipated; otherwise, by his/her lawful representative.

7[1]. If the amount deposited on the child deposit exceeds GEL 1,000 (one thousand) or the equivalent in foreign currency, the legal representative may terminate early/manage the deposit agreement only under the relevant court consent.*(The amendment shall be effective from September 01, 2020)*

8. In the case of premature termination of the agreement, only the annual interest rate designated for premature termination of the deposit shall be accrued to the deposit amount.
9. In the case of premature termination of the agreement, the remaining deposit amount and accrued interest thereon shall be disbursed to the Depositor or his/her legal representative.

Article 15 . Savings deposit

1. The Bank and the Customer enter into **a Savings Deposit Agreement**.
2. A deposit is a type of deposit due on demand.
3. The Depositor may repeatedly increase and/or reduce the amount of the deposit throughout the term of the agreement.
4. This Agreement shall be concluded for an unlimited term.
5. With a deposit Private Customers can conduct the following transactions: Cashless conversion, depositing money from Georgia and foreign countries, transferring money from a savings account to a current account opened by the same depositor in ProCredit Bank, depositing money to a savings account from a current account opened by the same depositor in ProCredit Bank.
6. With a deposit Business Customers can conduct the following transactions: non-cash conversions, cash deposits/transfers between accounts.
7. Throughout its entire term, the deposit shall be subject to a service fee (including a monthly account maintenance fee in cases where the amount of the deposit is less than the minimum amount, etc.), and rates established by the Bank for each transaction on that date.
8. A debit operation is a reduction of the amount in the deposit account for any lawful reason and grounds, by the Depositor, as well as by the Bank and/or other authorized person. Termination of the agreement is also considered to be a debit operation.
9. In the event of termination, the deposit shall accrue annual interest at a minimum rate effective as of the date of termination for the period from the last payment of interest until the date of termination.
10. If interest on the deposit is capitalized, then those debit operations which in total do not exceed the final accrued interest shall not be counted as debits.

Article 15[1]. Private individual's savings deposit "FlexSave" / "FlexSave +" / "My FlexSave" / "My FlexSave +"

1. Savings Deposit Agreement "**FlexSave +**" in EUR / Savings Deposit Agreement "**My FlexSave +"** in national currency, in USD and in EUR shall be concluded by and between the Bank and the Customer.

2. Savings Deposit Agreement “FlexSave” in national currency can not be concluded from September 25, 2018, can not be concluded in Euro from November 20, 2019 and can not be concluded in USD from February 15, 2022; Savings Deposit Agreement "FlexSave +" in national currency can not be concluded from June 28, 2021; Savings Deposit Agreement “FlexSave+” in EUR can not be concluded from February 10, 2023.
3. The Agreement shall be concluded for an indefinite term.
4. The deposit is a demand deposit and the depositor may multiply increase and/or reduce the amount of deposit during the period of the agreement.
5. The initial installment is not required to open a deposit. Deposit may be opened with zero balance. The first installment can be made into the deposit at any time. Accordingly, the interest accrual on the deposit shall start from the next day after depositing funds.
6. The number and periodicity of transactions permitted on the deposit shall be unlimited.
7. The following operations shall be allowed on the deposit: cashless conversion, depositing money from Georgia and foreign countries, transferring money from the savings account to the current account opened by the same depositor in ProCredit Bank, depositing money to the savings deposit from the current account opened by the same depositor in ProCredit Bank.
8. The deposit agreement may be terminated and the deposit may be closed only if the depositor closes the current account in the respective currency of the deposit.
9. If the deposit agreement is terminated, the interest rate applicable to the deposit by the time of termination of the deposit agreement shall accrue on the deposit during the period from the last payment of interest to the breach of the deposit agreement.
10. If the deposit agreement is terminated, the total sum available on the deposit account shall be transferred to the depositor's current account.
11. The bank service fees and, at every transaction, the tariffs established by the Bank for services provided/to be provided by the Bank throughout the period of deposit shall apply to the deposit.

Article 15[2]. Legal Entities savings deposit “FlexSave” / “FlexSave +”

1. Savings Deposit Agreement “**FlexSave**” in EUR and USD / Savings Deposit Agreement “**FlexSave +**” in national currency shall be concluded by and between the Bank and the Customer.

1[1]. Savings Deposit Agreement “FlexSave” in national currency can not be concluded from February 15, 2022.

2. The Agreement shall be concluded for an indefinite term.
3. The deposit is a demand deposit and the depositor may multiply increase and/or reduce the amount of deposit during the period of the agreement.
4. The initial installment is not required to open a deposit. Deposit may be opened with zero balance. The first installment can be made into the deposit at any time. Accordingly, the interest accrual on the deposit shall start from the next day after depositing funds.
5. The number and periodicity of transactions permitted on the deposit shall be unlimited.
6. Only the transfer of funds to/from the current account of the depositor opened with ProCredit Bank shall be allowed on the deposit.
7. The deposit agreement may be terminated and the deposit may be closed only if the depositor closes the current account in the respective currency of the deposit.
8. If the deposit agreement is terminated, the interest rate applicable to the deposit by the time of termination of the deposit agreement shall accrue on the deposit during the period from the last payment of interest to the breach of the deposit agreement.
9. If the deposit agreement is terminated, the total sum available on the deposit account shall be transferred to the depositor's current account.
10. The bank service fees and, at every transaction, the tariffs established by the Bank for services provided/to be provided by the Bank throughout the period of deposit shall apply to the deposit.

Article 15[3]. Certificate of Deposit (CD)

1. The Bank and the Customer shall conclude a Certificate of Deposit Agreement.
2. A certificate of deposit (CD) is a non-materialized negotiable financial instrument (bank deposit (savings account)) and represents the obligation of the Bank to pay the certificate holder (hereinafter referred to as the Customer) the amount under the Certificate of Deposit Terms and Conditions on the date stipulated in the Certificate of Deposit Terms and Conditions.
3. The Bank issues standard CDs in the national currency and non-standard CDs in a foreign currency (USD and EUR).
4. Under the Agreement, the Customer shall pay the nominal value of a CD, on which the Bank shall accrue interests and shall refund the Customer the nominal value of the CD upon its due date, under the terms and conditions set forth in the Agreement and this document. In addition, the nominal value of a CD means the amounts transferred by the Customer to the Bank for a CD, which shall be refunded by the Bank to the CD holder at the end of maturity of the CD (due date).
5. The Customer's title to a CD is evidenced by a statement from the Registry of Certificates of Deposit issued by the Bank. The Customer is aware that the statement is not a security but only confirms the legal relations between the parties.
6. A CD issued by the Bank is interest-bearing.
7. By purchasing an interest-bearing CD, the Customer shall receive the interest at the rate agreed upon by the Certificate of Deposit Agreement and the initial amount of the certificate - on the due date. Interest shall start to accrue on a CD on the day following the date of issue of the CD.
8. During the validity of a CD, the Bank may redeem the CD from the Customer at a mutually agreed price.
9. The Customer is aware and agrees that the CD redemption by the Bank is the Bank's right but not obligation. In addition, the Bank has the preferential right of redemption. In case of redemption by the Bank, the Bank shall pay the CD holder the fee specified in the Certificate of Deposit Agreement in exchange for the CD redemption.
10. Redemption of a CD by the Bank automatically leads to termination of the Certificate of Deposit Agreement.
11. After the CD is sold, it is not allowed to change its terms and conditions, in particular, the amount, currency, maturity and/or interest rate. In addition, the Bank reserves the right, at any time, to unilaterally modify the Certificate of Deposit Agreement and Banking Service Conditions, except for the Certificate of Deposit Terms and Conditions, in order to comply with the new regulations/decisions applicable at the Bank, changed market conditions, banking practices and/or legislation.
12. Partial alienation/redemption of a CD, addition of funds or possession of one CD by several persons shall not be allowed.
13. The Customer may alienate a CD within the validity term of the CD, except when the CD is used as a collateral for a bank claim. A CD may be alienated to a third party who is not a party to the Agreement and who has accounts opened with JSC ProCredit Bank.
14. Any CD-related payment (purchase, payment of interests, repayment, alienation, redemption) shall be effected through the Customer's current account.
15. A CD alienation transaction is made in a transfer order form. The Bank shall determine a transfer order form, except as provided for by legislation. Upon completion of a transfer order form, the Bank shall transfer funds from the buyer's current account to the CD holder's current account and re-register the CD in the name of a new purchaser.
16. Upon alienation of the CD, the CD alienation fee shall be paid to the Bank by the CD holder/seller and/or CD acquirer/buyer at the rates/under the conditions applicable at the Bank on the day of alienation.
17. A CD shall be deemed to be alienated when a relevant entry of alienation is made in the Registry of Certificates of Deposit and payment is effected between the parties. Upon completion of the above process, the CD buyer shall be transferred a statement from the Registry of Certificates of Deposit issued by the Bank.
18. After the CD is alienated and/or in each case of alienation, the CD buyer shall take the place of the previous CD holder, and these Banking Service Terms and Conditions and the provisions of the Certificate of Deposit Agreement, also the representations and all other conditions associated with the use, ownership and management of the CD shall fully apply thereto.
19. During the validity of the CD, the CD holder may pledge the CD only with the prior written consent of the Bank. In addition, if the CD is used as a collateral for a bank claim and the Bank has the right to satisfy the claim with the CD, the circumstance shall be considered as an early withdrawal/redemption of the CD and shall lead to the

consequences determined for early redemption of the CD. Besides, the Bank may have the debt owed to it paid from the CD by cashing it without further authorization and without moving the funds to the current account of the CD holder. Partial pledging of the CD is not allowed. If a CD is a collateral for a bank claim, it may not be permitted to sell the CD to a third party.

20. The Bank shall register the sale and alienation of a certificate of deposit in the Certificate Register.
21. The Customer is aware and acknowledges that a CD may be transferred only as an interest-bearing transaction, and the payment shall be made in cash.
22. Upon the due date of a CD, or after the Bank redeems the CD at the price agreed with the Customer, the CD shall be repaid and the relevant entry in the Registry of Certificates of Deposit shall be canceled. The accrual of interests under the Certificate of Deposit Terms and Conditions shall also be terminated.

Article 15[4]. Piggy Bank Savings deposit

1. Piggy Bank Savings Deposit Agreement shall be concluded by and between the Bank and the Customer in the national currency.
2. The Agreement is concluded under the condition of using the electronic Piggy Bank Savings service and will be terminated if the service is canceled.
3. The deposit is a demand deposit, and the depositor may increase and/or reduce the deposit balance multiple times during the Agreement period.
4. The down payment is not required to open a deposit. The deposit may be opened with a zero balance. The initial deposit can be made at any time. Accordingly, interest on the deposit shall start to accrue from the day after depositing funds.
5. The number and frequency of transactions allowed on the deposit shall be unlimited.
6. The following transactions shall be allowed on the deposit: cashless conversion, depositing money from Georgia, transferring money from a savings deposit to a current account opened by the same depositor with ProCredit Bank, depositing money from a current account to a savings deposit opened by the same depositor with ProCredit Bank.
7. The Deposit Agreement may be terminated and the Deposit closed by closing the Electronic Piggy Bank Savings service.
8. In case of termination of the Deposit Agreement, the deposit balance shall be subject to the interest applicable to the deposit at the time of termination of the Deposit Agreement for the period from the date of the last interest payment to the date of termination of the deposit.
9. In case of termination of the Deposit Agreement, the entire balance available on the deposit account shall be transferred to the depositor's current account.
10. Throughout the term of the deposit, the bank service fees and tariffs set by the Bank at that time for each transaction shall apply to the deposit.

Section IV - Bank Plastic Cards
General Provisions on Bank Plastic Cards

Article 16.

1. Bank card is a banking card made of plastic issued by the Bank and Pay Sticker (hereafter “Card”).
2. The Bank shall produce the Card on the basis of the agreement concluded with the Cardholder. Once a Card has been ordered and produced, it may be collected/received only by the Card User.
3. A Cardholder is a person who orders a Card and concludes a relevant agreement with the Bank.
4. A Card User is a factual user of the Card, whose name is indicated on the Card. Name and surname of factual user are indicated on plastic card. Name and surname of factual user are not indicated on Pay Sticker.
5. A Cardholder and a Card User may be one and the same person or two different persons. For instance: if a Card is issued to a physical person, the Cardholder and the Card User are one and the same person, and if a Card is issued to a legal person, they are two different persons. If the Cardholder and the Card User are one and the same person, then the subject having the rights and obligations of the Cardholder and the Card User defined in this document is one and the same person.

6. Both Cardholder and Card User are Customers of the Bank. Thus, this document and the Customer's obligations set forth herein, in consideration of the content, are binding for both Cardholder and Card User.
7. The Card User's first name and last name, the name of the Customer Cardholder (only if is a legal entity's card) the card number, the period of validity and other required information are indicated on the Card. Only last 4 numbers of the card and validity are indicated on Pay Sticker's surface.
8. When ordering a Card, a secret question and answer must be provided; they must not be disclosed to other persons.
9. The secret question and answer constitute confidential information used by the Bank to identify the Cardholder/Card User by phone.
10. The card has a PIN code. PIN code is a personal confidential code of the card which, along with the card, serves as an electronic identifier of the cardholder. The card has a PIN code. A PIN code is a personal confidential code linked to the Card which, along with the Card, serves as an electronic identifier of the Cardholder. It is used in ATM/POS terminals for transactions (all ATM transactions are confirmed by PIN code; POS terminal transactions may be confirmed by PIN code).
11. The original "Predefined" PIN code is a predefined card code which is used only at the time the card issued so that the Cardholder could set his own personal PIN. Card transactions cannot be carried out with the original PIN code.

11[1]. After the Customer records its card service phone number at the Bank and the service for receiving the bank plastic card initial PIN-code is activated and other accompanying security components are transferred to the Card User, a code shall be sent to the Card User to the card service phone number, which shall be the card PIN-code. This PIN code allows for conducting card transactions.

12. The PIN code is known only to the Cardholder, who is obliged to memorize and keep the PIN code secret. The PIN code shall not be written on the Card.
13. Online transactions need no PIN code.
14. The Bank will give the Cardholder a sealed envelope with a card and will set a PIN Code chosen by the Cardholder. Upon receipt of the card, the Cardholder will sign it in a special field on the back of the card (except Pay Sticker). The Cardholder will enter the PIN code through the POS terminal at the Bank.

14[1]. After the Customer indicates its card service phone number at the Bank and the service for receiving the bank plastic card initial PIN-code is activated, the Bank shall transfer the card in a sealed envelope and the instructions for card PIN-code activation to the Card User. Upon receipt of the card, the Card User shall sign the card at a place specially designated for these purposes (except for Pay Sticker).

15. PIN code can be changed at the Cardholder's discretion:
    On the cards, for which the Cardholder assigned his/her personal PIN code by using the original one when issuing the card, the PIN code may be changed regardless of whether or not the Cardholder remembers the current PIN code. The PIN code can be changed through the POS terminals or ATMs installed in the Bank. If the Cardholder remembers the current PIN code, he/she must enter it to assign a new PIN code. If the Cardholder does not remember the current PIN code, it may be changed only through the POS terminal after the Bank has assigned repeatedly the original "Predefined" PIN code. Thereafter, the Cardholder shall be able to assign the desired PIN code. When the PIN code is changed through the POS terminal, the Cardholder shall sign the POS receipt of PIN code change. The Cardholder shall bear all responsibilities for PIN code change through the POS terminal.
16. The Card is the property of the Bank. The Card is valid for the period specified on the Card, and expires after the last day of the month indicated on the card. The period of validity may be neither extended or reduced.
17. The term "card account" means the account attached to the Card. A card account may be primary or additional. Herein only one current account shall be linked to Pay Sticker that will be Pay Sticker's principal card account.
    - **Primary card account** can be used to conduct transactions through any ProCredit Bank ATMs, POS terminals, during conducting operation via internet;
    - **Additional card account** can be used to conduct only ProCredit Bank ATM transactions.
18. The Card is a debit card and allows amounts and overdrafts (if any) on card account(s) attached to the Card.
19. The rules and conditions for Card use are defined in this document, by card use tariffs, international system procedures of "Visa" and/or "MasterCard" and Georgian Legislation.
20. The card fee, as well as card and card-related service fees and card transaction commissions and their amounts are defined by the Card service tariffs.

21. The card fee, card and card-related service fees, card transaction commissions shall be covered by the Cardholder.
22. The Cardholder/Card User may contact the Bank's Contact Center, identify him-/herself by means of the secret question and answer and receive information about the Card or card-related operations and/or block the Card.
23. The following operations may be carried out by means of a Card, from the card account(s) attached to the card:
    - cash withdrawal via ATM/POS terminal, except Pay Sticker;
    - cash deposits via ProCredit Bank ATMs, except Pay Sticker;
    - cashless transactions - payment via POS terminal and Internet. Only via POS terminal in case of Pay Sticker.
24. The date of actual card operation is different from the date when the card operation is shown on the card account depending on the type of transaction and the network of ATMs/POS terminals:
    - cash withdrawal/payment card transactions within the network of ATMs/POS terminals of ProCredit Bank Georgia will be shown on the card account on the following business day;
    - cash deposit card transactions within the network of ProCredit Bank Georgia ATMs will be shown on the card account on the same day;
    - card transactions made via Internet and ATMs/POS terminals operated by other banks will be reflected on the card account after the transaction has been processed by the relevant payment system. As a general rule, the maximum period for processing such transactions is 30 (thirty) calendar days.
25. Bank established:
    a) Daily limits for cash deposits via ATMs;
    b) Daily limits for cash withdrawals via ATMs, via POS terminals;
    c) Daily limits for payments via POS terminals/Internet;
    d) Single payment and daily limits without PIN- code used via POS terminals;
    e) Recommendations to avoid additional currency conversions, a favorable sequence of using the funds available on the accounts;
    Daily and single limits depends on the card type and payment/withdrawal operation which are set by PCB. The daily and single limits set by PCB are defined in the Card Service Fees.
26. There is also a daily limit on the number of card transactions which is specified in the Card service tariffs.
27. Card shall not be used for illegal purposes, including purchases of goods and services prohibited by law of Georgia.
28. If the Cardholder fails to provide the Bank with a notice or with timely notice of the fact of loss/theft of Card, the Bank will bear no financial liability for transactions performed by the lost/theft card until the Bank's notification, except as provided for by the law.
29. The cardholder may request that a card be added to the international stop-list in the case of its loss/theft. A Card will be completely blocked after it has been put on the international stop-list.
30. Visa and MasterCard cards can be entered in the international stop-list for no longer than two weeks. After that period, the card will be re-entered in the international stop-list if so requested by the cardholder.
31. The Card is entered in the international stop-list according to regions by the rates set by the Bank.
32. The Card can be added to the international stop-list only if the Cardholder has sufficient funds in his/her account(s) to cover the respective fee.
33. The Cardholder may request that the Card be unblocked within 15 (fifteen) calendar days after it has been blocked. The Bank will cancel the Card without giving any additional notice to the Cardholder after 15 (fifteen) calendar days have passed from the date the Card was blocked. A cancelled card is not recoverable.
34. Both the Cardholder and the Card User shall:
    a) return a Card to the Bank within 15 (fifteen) calendar days after its expiry or early termination;
    b) keep documents and receipts confirming all card transactions and regularly check card account statements at least once a month;
    c) in case of transaction appeal, apply to the Bank within 60 days after the disputed transaction and submit the information/documents related to the appealed transaction, which includes, but is not limited to the transaction date, transaction amount, card details, merchant data (if relevant), receipt/payment document (if relevant), name and address of the recipient of the message (if relevant) and any other additional information and/or documents that the Bank deems necessary to study and discuss the issue.
35. The Cardholder may request information about his/her card transactions.

36. A Cardholder denying a card transaction shall apply in writing to the Bank not later than 60 (sixty) calendar days from the date of such transaction. Otherwise, the transaction shall be deemed to be accepted and any claim for a refund shall be rejected.
37. In the event of any claims with respect to the quality or quantity of goods/services purchased with the Card, the dispute shall be settled by the Cardholder/Card User with the respective merchant. The Customer shall not be released from financial obligation to the Bank arising as a result of the aforesaid disputed transaction.
38. The Bank shall keep the Cardholder's/Card User's personal details and card account data (transactions performed, account balances, etc.) confidential, except where the law provides otherwise and/or where such information is related to the participation in the international card system.
39. The Bank shall issue a full and accurate bank statement to the Cardholder/Card User upon request.
40. The Bank is authorized, with or without giving prior notice to the Cardholder/Card User (1) block the card temporarily if there is any reasonable suspicion that the card has been used for unauthorized purposes or if there are other objective grounds related to the security of the card, including the threat of fraudulent and/or unauthorized use, or in the case of a card with a credit limit, in the case of a significant increase in the risk of non-fulfllment of payment obligations by the Cardholder/Card User. The Bank shall block the card until the transactions have been clarified and after eliminating the cause of blocking, the card shall be unblocked or, if necessary, replaced with a new one without undue delay. The Bank may request reimbursement of expenses directly related to the replacement of the card. Besides, the aforementioned right to reimbursement of expenses is not limited in case of replacement of a card lost for any reason; (2) deduct the amount pre-paid by the Bank to the cardholder's/card user's account, if as a consequence of the transaction appeal the Complaint was not satisfied, in accordance with the Visa / MasterCard Rules. The Bank ensures that the Cardholder/Card User is informed of the blocking of the card, indicating the appropriate reason, if possible before the blocking of the card, but no later than immediately after the blocking, except when providing information about the grounds of the blocking is not allowed for an objectively justified security-related reason as well as in other cases provided for by the legislation of Georgia.
41. The Bank may cancel the card if:
    a) An authorized person does not pick up the Card within three months from the date the Card was ordered;
    b) An authorized person does not pick up the Card within three months from the date the Card was withheld/retrieved by the trade/service facility or an ATM;
    c) The Cardholder has failed to pay the Card service fee within 90 calendar days;
    d) the Bank has appealed the card transaction on the grounds of fraud; in such a case, the Bank shall not be liable for any damages incurred.
42. (Deleted)
43. The Bank may inform the Cardholder/Card User about the issue or expiry of a Card by short text message, e-mail or otherwise.
44. The Bank may not be held responsible for such claims by a Cardholder/Card User as: use of a Card by a third party against the will of the Cardholder/Card User, unless it is caused through the fault of the Bank. The Cardholder/Card User is fully responsible for the above-mentioned and the Bank will not bear liability for any damage/loss incurred if it is determined that the Cardholder/Card User has failed to fulfill or unduly fulfilled the obligations related to security defined by this agreement, breached obligations intentionally or by gross negligence, or in other cases provided for by law.

44[1]. The Bank shall be obliged to:

a) take all reasonable measures to prevent any unlawful use of the Card and to guarantee its security;
b) not make a personalized card security features and facilities available to other persons, except for the Cardholder/Card User;
c) clearly inform the Cardholder/Card User of the Card security requirements set forth in Article 19 of this document – Card Security Manual;
d) if the card is lost, stolen, misappropriated or unlawfully used, also, at any time of the request to remove block from the card, ensure that the notice of such facts is received directly from the Cardholder/Card User, or any other person authorized thereby, at any time. At the request of the Cardholder/Card User, the Bank shall furnish proof of receipt of the notification and/or request unless the notification was received more than 18 months before;
e) once the above notification is received, immediately prevent the further use of the card;
f) consider the complaint of the cardholder regarding the transaction and make a decision and notify the Cardholder/Card User of the decision no later than 55 working days after receiving the complaint.

[f) consider the complaint of the cardholder regarding the transaction and make a decision and notify the Cardholder/Card User of the decision no later than 35 working days after receiving the complaint *(to take effect on 1 January 2025*)].

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

44[3]. The Cardholder/Card User shall be obliged to use the card in accordance with the terms and conditions determined; observe the card security measures; ensure that the Card personalized features and facilities are protected; notify the Bank if the Card is lost, theft, misappropriated or unlawfully used, immediately or without undue delay after the discovery of the fact.

44[4]. The Cardholder/Card User may request the Bank to take corrective measures for any unauthorized or incorrectly executed transaction, if no more than 13 months have passed since the account was debited with the amount of the unauthorized or incorrectly performed transaction, and the Cardholder/ Card User has notified the Bank of such an unauthorized or incorrectly performed transaction immediately or without undue delay after discovering it. The Cardholder/Card User may also request the Bank to reimburse the amount corresponding to the unauthorized cross-border payment transaction if the Cardholder/Card User has notified the Bank of the aforementioned unauthorized cross-border operation immediately or without undue delay after the discovery of such transaction, but no later than 75 days after the account has been debited with the amount, and if in connection with the execution of the unauthorized transaction fraud of a third party is clearly identified and/or the circumstances are similar to the cases considered by the Bank during the last 180 days. For the purposes of this clause, a cross-border card payment transaction includes a transaction that was carried out using a bank card issued in Georgia but the acquirer is a foreign payment service provider.

44[5]. In the case of unauthorized or incorrect payment transactions conducted outside Georgia, the liabilities shall be determined under the VISA and MasterCard International System Procedures/Regulations and the legislation of Georgia.

44[6]. The Cardholder/Card User shall be responsible for damages incurred as a result of unauthorized transaction conducted with the stolen/lost/misappropriated/unlawfully used card in the amount of no more than GEL 100, except when the Cardholder/Card User could not find the theft, loss, misappropriated card before the transaction and/or the loss was caused by the action or inaction of the Bank, its agent and/or outsourcing company.. The Customer shall be fully responsible for damages caused by his/her fraudulent act with regard to the payment transaction or by intentional or grossly negligent failure to comply with the terms and conditions/security requirements defined in this document.

44[7]. The form and timeframe of information delivery by the Cardholder/Card User to the Bank about any unauthorized or incorrect transaction conducted with the Card is defined in Article 19 of this document. The Bank shall be responsible for unauthorized payment transactions conducted after the Customer gives the Bank the relevant notice, provided that the Bank has not received the notice and has not provided timely response to prevent further use of the Card, or for damages caused as a result of unauthorized transactions conducted due to failure to observe personalized security requirements, unless the damage is caused by the Customer's criminal act or gross negligence or omission. The Bank shall not be responsible for damages caused by unauthorized transactions if the Cardholder/Card User fails to notify the Bank, immediately or without undue delay, of the fact that the Card is lost, stolen or unlawfully used/misappropriated under Article 19 of this document, or the Cardholder/Card User violates any of the obligations provided for by this article, or if the damage is caused by the Customer's criminal/fraudulent or intentional act/gross negligence.

44[8]. If the Customer conducts unauthorized or incorrect transactions, the Bank shall not be responsible for the payment transactions conducted before notification of the Bank by the Customer (as determined by Article 19 of this document and within the term stipulated under agreement).

45. In the case of cash deposits, withdrawals/payments made in the currency different from the card account currency, the amount equivalent to the transaction shall be deducted/credited from the card account. The conversion rate depends on the network of ATMs/POS terminals through which the transaction is carried out:

- conversion through ProCredit Bank Georgia ATMs/POS terminals shall be provided at the internal commercial rate of the Bank applicable on the date of card transaction (debit the transaction funds from the account);
- conversion through another bank's ATM/POS terminals will be at the exchange rate established by MasterCard or Visa.

45[1]. To avoid additional currency conversions, it is recommended that the main account be available in the following currency when performing the transaction:

1. In Laris (GEL), if the transaction is conducted in Georgia. If the transaction (cash withdrawal, purchase, cash deposit (only at ProCredit Bank ATMs)) is made in USD or EUR from the main GEL account, the conversion shall be made at the commercial rate of the Bank, and in any other currency - conversion shall be made from GEL to USD first, at the commercial rate of the Bank, and then to the other currency at the exchange rate of the payment system (Visa/MasterCard);

   Note: Exceptions are international companies and foreign websites operating in Georgia, which offer product/service fees in GEL but make payments through foreign financial institutions serving them and process transactions in EUR/USD according to the registration zone.

2. In Euros (EUR), if the transaction is conducted in the Eurozone. If the transaction (cash withdrawal, purchase) is made in GEL or USD from the main EUR account, the conversion shall be made at the commercial rate of the Bank, and in any other currency – the conversion shall be made from EUR to USD first, at the commercial rate of the Bank, and then to the other currency at the exchange rate of the payment system (Visa/MasterCard);

3. In US dollars (USD), if the transaction is conducted in any other territories. If the transaction (cash withdrawal, purchase) is made in GEL or EUR from the main USD account, the conversion shall be made at the commercial rate of the Bank, and in any other currency – the conversion shall be made at the exchange rate of the payment system (Visa/MasterCard).

46. Cardholder may implement the following card changes (except Pay Sticker):
    a) change of card account (principal and/or additional);
    b) card account linking / removal:
    c) switch off/ switch on CVV2/CVC2 code function on the card;
    d) deactivation/activation of Internet transactions on the card;
    e) access/switch off fallback function on the card;
    f) card blocking / unblocking, a card user has the right of card blocking;
    g) change of the daily withdrawal/spending limit on the card;
    h) card close.
    i) Block/ Activate payments with trade/service outlets with high risk of fraud

    On Pay Sticker:
    a) Pay Sticker account change;
    b) Pay Sticker blocking/unblocking;
    c) Pay Sticker close.

46[1]. If Fallback feature is allowed on the Card, the Card profile shall be changed. It means that the protection mechanisms will be removed from the Card, due to which the POS terminal transactions can be conducted only through dialing the Card number. When Fallback feature is allowed on the Card and the Card profile is changed, CVV2/CVC2 code shall be deactivated on the Card. The changed Card profile shall be valid only for 24 hours. In 24 hours after changing the profile, the Card shall be returned automatically to the profile available before changes.

47. The CVV2/CVC2 code means the last three digits in the signature field on the back of the Card which is an identification code of the Card and is used for electronic (Internet) payments. The CVV2 code is available on Visa cards and the CVC2 code is available on Mastercards.

48. No purchases can be made by the Card User with his/her Card on websites which do not support CVV2/CVC2 codes. In this case, the Cardholder must apply to the Bank to have CVV2/CVC2 codes deactivated. The Cardholder may also request activation of CVV2/CVC2 codes at any time. If the code is re-activated, the Cardholder will not be relieved from responsibility for all the online transactions.

49. Any change will be made based on the Card Holder's written request except for the change of the recorded bank plastic card service phone number if the Card Holder and the Card User are different persons. The Cardholder may apply to any service point to request the changes. Exceptions to this rule are changing the main card account (with the exception of Visa Business Cards), blocking the Card and adding it to a stop-list, changing daily payment/withdrawal limits (with the exception of Visa Business Cards), which may be done by phone on: *2222 +995 32 220-22-22, +995 599 214 214 - **only from 09:00 to 21:00.**

50. 3D Security (3D code)

    The Customer may also attach a 3D code to the card (3D Security) which is a unique online identifier. The 3D code is used on "Verified by Visa" and/or “MasterCard SecureCode” websites to authorise online transactions and represents an extra layer of security for online shopping by Visa and MasterCard cards. The 3D code is known only to the Cardholder.

A customer is obliged to attach the 3D code to their cards as otherwise the bank will have no right to dispute transactions performed on "Verified by Visa" and/or “MasterCard SecureCode” websites without a 3D code.

A 3D code is attached to ProCredit Bank's VISA and MasterCard cards directly by the Cardholder during online purchase, in particular, when the customer selects desirable products or services for purchase on relevant websites (with the "Verified by Visa" and /or “MasterCard SecureCode” status). After entering card information, the Customer will be automatically redirected to the website (https://vbv.procreditbank.com), where s/he can register and attach the 3D code to the Card.

The following information is required for registration:

a. the Cardholder's date of birth;
b. the Cardholder's personal ID number;
c. Customer number issued by the Bank to the Cardholder;
d. card expiry date

The 3D code is attached to the card only once and is used to approve each online transaction on „Verified by VISA“ and/or “MasterCard SecureCode” websites. If the 3D code is entered incorrectly three times, the code will be blocked.

If the 3D code is forgotten or blocked, the Customer can contact the bank's Contact Center at: *2222, +995 32 220 22 22 - **only from** 09:00 to 21:00.

50[1]. After the Customer indicates its card service phone number at the Bank and the service for receiving 3D code for confirmation of an online purchase/Internet transaction (in the case of purchase with appropriate security status) is activated, the Customer shall be allowed to make the online purchase and/or Internet transaction only by the 3D code received at the card service phone number in the form of an SMS. The 3D code (3D Security) is a unique online card identifier, which is received at the card service phone number once for confirmation of each separate online transaction/Internet purchase. The 3D code is used to confirm purchases on websites with the status of "Verified by VISA" and/or "MasterCard SecureCode", and provides additional security when making online purchases with VISA and MasterCard cards. For the purposes of receiving the services under this paragraph, the Customer shall, prior to the activation of the relevant service by the Bank, ensure that the card service phone number is recorded at the Bank/the respective agreement is reached; otherwise, the Customer will not receive the services set forth in paragraph 50[1].

51. (Deleted).
52. The trade/service object code or MCC is a four-digit code established in the context of the trade/service object activity according to ISO 18245.
53. At the time of ordering/activating a bank plastic card, payments in trade/service objects with a high risk of fraud are blocked. This means that at the time of ordering/activating the card, the bank blocks payments in trade/service facilities with high risk of fraud, such as Dating Services (MCC 7273), Organizations, Charitable and Social Service (MCC 8398), Gambling Transactions (MCC 7995), Bridge and Road Fees (MCC 4784). In addition, the bank is authorised to unilaterally add and/or reduce the list of high risk trading/service objects at any time. Payments at additional merchants/services will also be limited.
54. The Customer is entitled to activate/block (deactivate) payments at trade/service objects with a high risk of fraud at any time.
55. Limitation of payments in trade/service facilities with high risk of fraud aims to protect the Customer from possible fraud and/or other increased risks, and by activating it, the Customer confirms that he/she is fully aware of the risks associated with activation such payments.

Special Provisions on Plastic Cards

Article 17. Plastic card held by a physical person

1. The holder of a plastic card held by a physical person (“Card”) can be any adult physical person.
2. The Card may be a Visa card or MasterCard. Visa Business cards shall not be issued to non-entrepreneur natural persons.

2[1]. (deleted 20.09.2022)

3. It is a debit card.
4. The number of Cards available to the Customer is not limited.

5. Current savings account(s) can be attached to the Card. In order to use the Card, the Customer shall open current account(s) with the bank.
6. A maximum of three accounts may be attached to the Card in a maximum of three different currencies (GEL, USD and EUR). Only one of the card accounts is a primary account and the remaining two accounts are additional. The Customer will select the primary and additional card accounts when ordering filing an application for the Card.
   - **Primary card account** – the primary account on Visa cards and MasterCards may be the currenct account only and the primary account on savings cards may be the savings account only.
   - **Additional card account** - – the additional account on Visa cards and MasterCards may be both the current account and the savings account, and the primary account on savings cards may be the savings account only.

Article 18. Plastic card held by a legal entity

A plastic card held by a legal entity may be a Visa Business card or local Deposit Card.

The Cardholder is a legal entity whose card accounts are managed through a card, and the Card User is any physical person of full age defined in the agreement between the Bank and the Cardholder, whose full name is imprinted on the card and who is allowed to use the card. In addition to the full name of the Card User, the name of the legal entity shall also be imprinted on the card.

Visa Business card is a debit card, wich allows the Card User to manage the legal entity's (Cardholder) card account and make cash deposits/cash withdrawals; while the deposit Card User may only deposit cash to the current account via ProCredit Bank ATMs.

Only the Card User can pick up the card and PIN code that have been ordered and produced/generated.

The Card User is informed about the secret question and answer only upon receipt of a card and PIN code. The Cardholder and Card User use the same secret question and answer and are not permitted to pass this information to third parties.

The Cardholder may order any number of cards.

Card accounts are attached to the card. In order to use the card, the Cardholder shall have current or current and special card accounts with JSC ProCredit Bank.

At the Cardholder's request, several cards may be attached to one card account. A maximum of eight card accounts may be attached to one card in a maximum of three different currencies (GEL, USD and EUR). Only one account from those attached to the card is primary, and the remaining seven accounts are additional.

- **Primary card account** - the primary account on Visa Business card may be both the current and special card accounts, while the primary account on deposit card may be the current account only.
- **Additional card account** - the additional account on Visa Business card may be both the current and special card accounts, while the additional account on deposit card may be the current account only.

On card account of legal entity it is allowed to manage funds and deposit cash by using a card, while on special card accounts it is only allowed to manage funds. Cash can be deposited to the special card account only from the cardholder's current account in cashless settlement and/or through cashless conversion.

The purpose of cash deposits to special card accounts are limited, and cash deposits to such accounts can be made only for the purpose of topping up the card account balance.

Cardholders may transfer funds from special card accounts only to current accounts opened with ProCredit Bank through cashless settlement and/or cashless conversion.

The Card User may receive information only about his/her card transactions.

Certain restrictions apply to card transactions conducted by Visa Business Card held by legal entity users:

- If a Visa Business Card is made in the name of an authorized person of an organization, the authorized person may manage funds on current and special card accounts and deposit funds only to current accounts by using the card;
- If a Visa Business Card is made in the name of an employee of an organization (non-authorized person), the employee may manage funds only on special card accounts and deposit cash only to current accounts.

It is allowed to make cards with the both restrictions in the name of an authorized person of a legal entity.

Article 18[1]. Pay Sticker

1. Pay Sticker holder may be any full age physical person.
2. Pay Sticker is a debit-type card and allows the disposal of the amount existing on attached current account to the card and allowed overdraft (in case of such existence).
3. It is possible to implement purchase operations with Pay Sticker only at merchants and service facilities,
4. Only Pay Sticker holder is authorized to receive prepared Pay Sticker and PIN-code.
5. Cardholder is able to order maximum 3 Pay Stickers.
6. The Customer shall have active card for Pay Sticker order that term of expiration is left at least 1 month.
7. Only one account attachment is implemented on Pay Sticker that may be presented maximum in three different currencies (GEL, USD and Euro).
8. In case of cardholder wish, several Pay Stickers may be attached to one account.
9. Pay Stickers shall be subject to the Card Security Terms and Conditions.

Article 18[2]. Digital wallet

1. The Customer can use the plastic card(s) specified by the Bank in the digital wallet, which allows for conducting card transactions electronically and receiving information about the card transactions performed using software recorded in the relevant electronic device (electronic devices include mobile phones, tablets, smart watches and other electronic devices). To use that banking service, it is necessary to activate the plastic card(s) in the digital wallet.
2. The digital wallet software is subject to the Vendor Terms and Conditions of the relevant electronic device. These Banking Service Conditions, including the Card Security Guide and the Card Regulations, apply to banking services provided through the digital wallet.
3. To activate digital wallet banking services, the Customer must register the plastic card(s) available in his/her name in the software recorded in the electronic device. The activation of the card(s) must be confirmed by a one-time code sent to the telephone number agreed for the plastic cards between the Bank and the Customer.
4. For the use of digital wallet, including the authorization/confirmation of specific payments and the receipt of information on completed card transactions, the personal identification data defined by the vendor of the electronic device for the use of digital wallets shall be applied. The passcode/Touch ID/Face ID and all data used to access/use/go through authorization in the software is a means of personal identification. The Customer shall maintain the confidentiality of the data and ensure the security of the data as well as the relevant electronic device.
5. In case of replacement of, loss of and/or third party access to the electronic device, the Customer shall immediately deactivate the plastic card(s) from the software or notify the Bank immediately or without undue delay by calling the Bank's Contact Center at * 2222 or (32) 220 22 22, 09:00 to 21:00; writing to the following e-mail address at support@procreditbank.ge; using Internet Bank feature "Card Blocking" from the menu "My Cards"; visiting the branch; or applying other communication channels agreed between the Customer and the Bank, in which case the Bank shall ensure the blocking of the plastic card(s) available in the Customer's name.
6. In case of loss of or third party access to the electronic device and/or personal identification data due to the Customer, the Bank shall be released from any responsibility for the consequences.

Article 18[3]. Digital Card

1. The holder of a Digital Card can be any adult physical person.
2. The Digital Card is a debit card and entitles the Customer to manage the amount available in the current account(s) attached to the card and the allowed overdraft (if any).
3. The Client is entitled to have maximum 3 *three) Digital Cards.
4. When activating the Digital Card, a secret question and answer shall as well be activated.
5. Current account(s) can be attached to a Digital Card and a maximum of three different accounts can be attached to a maximum of three different currencies (GEL, USD or EUR). Of the accounts attached to the Digital Card, only one account is the main account, while the rest are additional accounts. The client selects the Primary and Additional card accounts when activating the Digital Card and is entitled to change the primary account at any time:
    - Primary account – the primary account on Digital Cards may be the current account.

- Additional account - the additional account on Digital Cards may be both the current account and the savings account.

6. In order to use Digital Card, the Customer shall open and maintain current account(s) in respective currencies with the bank.

Article 19. Cards security guide

1. This article describes the security measures determined and taken by ProCredit Bank and provides recommendations to help customers avoid risks associated with plastic cards.
2. Pin Code:
3. PIN code is a four-digit personal identification number. PIN code is confidential. The code is known only to the Customer who is obliged to keep it secret. For security reasons, it is prohibited to:
   - tell you PIN code to anyone - be it your relatives, bank employees, merchant employees;
   - make a note of, or write down a PIN-code on the card;
   - carry the PIN code and the card together;
   - reveal your PIN code when asked by a stranger by e-mail, telephone or other means of communications;
   - otherwise use the PIN code, other than for ATMs and POS-terminals.
4. Taking into consideration this indications will help you to reduce card fraud and / or money loss risk.
5. Online transactions need no PIN code.
6. **3D Secure (3D code)** is an extra layer of security for online shopping by Visa and MasterCard cards which requires a 3D code to approve transactions on "Verified by Visa" and/or “MasterCard SecureCode” websites. 3D code is a unique online identifier known only to the card owner. The Customers is obliged to attach a 3D code to their cards for security reasons. Please note that the Bank has no right to dispute transactions performed on "Verified by Visa" and/or “MasterCard SecureCode” websites without a 3D code. For security reasons (considering the 3D code peculiarities), it is also prohibited to perform actions specified in paragraph 2.
7. Secret question and answer:
   - When ordering a Card, a secret question and answer must be agreed; which shall not be disclosed to other persons.
   - The secret question and answer constitute confidential information used by the Bank to identify the Cardholder/Card User by phone.

7[1]. The passcode/Touch ID/Face ID are personal identification data applied to use a digital wallet, also to authorize/confirm specific payments and to obtain information about completed card transactions. These personal identifiers are defined and processed by the vendor of the electronic device. Disclosure of this information to third parties is prohibited.

8. Use of Plastic Card at merchants and ATMs and digital wallet:
9. At a merchant location, plastic card payments for purchases are made through POS-terminals. All POS-terminals of ProCredit Bank can read both the chip and the magnetic stripe. Payment can also be made via digital wallet. When paying through a ProCredit Bank POS-terminal, the Cardholder has to approve the transaction with the PIN code, and when paying via digital wallet, with the passcode/Touch ID/Face ID, which enhances the security of the Cardholder’s and the merchant’s funds.
   - The Customer shall require that they make card-based payments at merchants in the Customer's presence and do not let any of the staff take your card away. herein the contactless card(s)/Pay Sticker transfer to employees is impermissible;
   - When paying for purchases, the Customer take a look at the amount, the currency and the date on the receipt before confirming it and ask for a copy of the receipt. The Customer must make sure that his/her confidentiality rights are not violated when entering the PIN-code.
   - It is necessary to enter the PIN-code to use your card at an ATM machine. The ATM should have no sign of damage and any additional devices installed on it.
   - The Customer shall maintain the confidentiality of any and all personal identification data and ensure the security of such data and electronic devices. In the case of a replacement of, loss of, and/or third-party access to the electronic device, Customer shall, immediately or without undue delay after its discovery, deactivate the card(s) from the software or block the card(s).

10. Use of Plastic Cards/digital wallet for online transactions:
11. Visa Classic, Visa Business and MasterCard Standard cards offered by ProCredit Bank can be used for online transactions.
12. For online purchases, you will need the full number of the card, the card expiry date, the card-holder's first name and family name, and the last three digits in the signature strip: CVV2/CVC2 code Card Verification Value and/or 3D code. Visa cards have a CVV2 code and MasterCard cards have a CVC2 code.

12[1]. For security reasons, it is prohibited to:

- give the card/electronic device to anyone or to reveal the card information to anyone because the information given away will be sufficient for unauthorized purchases;
- To ensure the security of the digital wallet, it is necessary to protect the device in which the plastic card is activated.

12[2]. For security reasons, it is advisable to:

- use your card/digital wallet only on secure and familiar websites that require CVV2/CVC2 safety code and/or 3D code to approve the purchase, and when paying via digital wallet, the transaction shall be approved with the passcode/Touch ID/Face ID. Secure websites start with https, not http. Besides, secure websites also contain security features like "Verified by VISA", "MasterCard SecureCode", and others.
- the Customer should be careful about where s/he keeps the card and keep control of his/her funds on the primary card account of his/her choice. Funds can be controlled both via the Internet Bank and the SMS service, to the number indicated in Agreement on indication of contact details or to bank plastic card service phone number upon activation of the relevant service. In the case of SMS services, the Customer shall receive information about card transactions via SMS.
- Moreover, the Bank will never contact the Customer to find out the full number, PIN code , CVV2/CVC2 and/or 3D code of the Customer's card.
- Pay Sticker shall be located on such item that you use daily. This action will help you to reduce Pay Sticker loss/theft risk and/or discover in time Pay Sticker loss/theft.
- Activate your digital wallet/plastic card on the device you use every day. This action will help you to reduce the risks associated with card payments.

13. Following these recommendations will help the Customer to use his/her plastic cards more safely. In case of any questions, the Customer can contact the Contact Center at *2222 +995 32 220-22-22, +995 599 214 214 (from 09:00 to 21:00) or at **support@procreditbank.ge, or for additional information, please visit the Bank website at http://www.procreditbank.ge.**

13[1]. Plastic card/Pay Sticker blocking - if your card/Pay Sticker and/or the electronic device with activated digital wallet is lost or stolen, also if the Passcode/Touch ID/Face ID, PIN code, the 3D code and/or the data on the card/Pay Sticker surface have become known to third parties, the Cardholder/Card User shall immediately or without undue delay block the card/Pay Stiker through one of the means:

- Use the **Internet Bank** feature PLASTIC CARD BLOCKING from the menu MY CARDS.
- Send an **SMS** from the mobile number of a Card User/Cardholder recorded in the Bank database to number 2022 (SMS text: BLOCK and the last 4 digits of the card, e.g. BLOCK1234; and to obtain the last 4 digits of the card, send an SMS to number 2022 with SMS text 14); The Bank will identify the Card User/Cardholder by the mobile number recorded in the Bank database as the Card User's/Cardholder's mobile number.
- Contact the Bank using the contact details specified in this document, only from 09:00 to 21:00 or visit any of the Service Points of the Bank during working hours

14. If the Customer fails to perform the security obligations, recommendations and/or guidelines established by the Bank regarding cards and/or card transactions, the Customer shall fully be responsible for any damages to the Customer or third parties, and the Bank shall be released from any liability.
15. ProCredit Bank cards are equipped with the following safety features:

CARDS SYMBOLS

Card Issuer
Card Issuing bank

Microchip EMV
Chip containing card holder information

Card Number
16-digit number



Card type
Mastercard / Visa / Local card

Symbol of Contactless sticker

Expiration Date
MM/YY

Cardholder Name
Cardholder's name / Company name for Business card

Magnetic Stripe
Magnetic stripe contains cardholder information

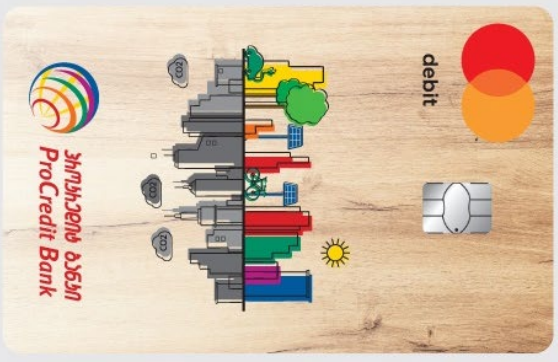


CVV2 / CVC2 Code
Safety code used as security feature for online transactions

Signature Stripe
Cardholder signature place

PROCREDIT BANK GEORGIA CARDS







16. The Customer has the right to change their card profile as often as they wish and can select from the following types of card profiles:
    16.1. **Blocking payments to high-fraud-risk merchants or service facilities and disabling the CVV2/CVC2 code feature -** This option helps protect customers from potential risks associated with payments made at high-risk merchants or services. Additionally, the CVV2/CVC2 code serves as an extra layer of security for verifying online transactions.
    16.2. **Blocking payments to high-fraud-risk merchants or service facilities and enabling the CVV2/CVC2 code feature** - This option helps protect customers from potential risks associated with payments made at high-risk merchants or services. Additionally, since the mandatory CVV2/CVC2 code feature was disabled on the card, enabling it does not prevent unauthorised transactions from occurring.
    16.3. **Allowing payments to high-fraud-risk merchants or service facilities and disabling the CVV2/CVC2 code feature** - The Customer understands that enabling this feature increases fraud risks. Additionally, the CVV2/CVC2 code serves as an extra layer of security for verifying online transactions.
    16.4. **Allowing payments to high-fraud-risk merchants or service facilities and enabling the CVV2/CVC2 code feature** - The Customer understands that enabling this feature increases fraud risks. Additionally, since the mandatory CVV2/CVC2 code feature was disabled on the card, enabling it does not prevent unauthorized transactions from occurring.
    16.5. **Blocking payments to high-fraud-risk merchants or service facilities -** Enabling this feature will block payments at high-risk merchants or service facilities. All other types of transactions will still be permitted on the card.
    16.6. **Removing all card restrictions or allowing all transactions -** The Customer understands that activating this feature will permit all types of transactions and operations on the card.
    16.7. **Enabling the Fallback feature** - The Customer understands that activating the Fallback feature on the card permits transactions to be completed by entering the card number at the POS terminal. This process may involve deactivating the mandatory CVV2/CVC2 code requirement, which serves as an extra layer of security for verifying online transactions. By enabling the Fallback feature, the card will be functional for a duration of 24 hours.
    16.8. **Disabling the Fallback feature -** Although the mandatory CVV2/CVC2 code features were deactivated on the card during the period in which the Fallback feature was enabled, the Customer understands that the deactivation of the Fallback feature does not preclude the potential for unauthorized transactions on the card.
    16.9. **Disabling online purchases** - The Customer understands that by deactivating the online purchase option on the card, online purchases will be unavailable. However, all other forms of transactions will remain permissible.

17. The Customer acknowledges the following: a) The Bank shall not be held liable for the reimbursement of funds in cases of unauthorized transactions, nor for disputes arising from transactions with merchants or service facilities. b) The Customer assumes full responsibility for all transactions conducted using the card, both over the Internet and at the merchants' or service facilities, as well as for the associated consequences and risks. c) The practice of blocking payments at merchants or service facilities deemed to have a high risk of fraud is implemented for the Customer's protection and is compliant with Georgian legislation. d) The Bank retains authority, without the necessity of obtaining the Customer's consent, to independently modify the list of high-risk merchants or service facilities specified in this document, either by adding to or reducing it. e) The Customer may, at their discretion and at their own risk, reactivate payments with previously blocked merchants or service facilities and/or place further blocks on payments that have been reactivated.

Article 19[1]: Overspending

1. Overspending will be allowed on the Customer's card, which means: the overdraft automatically allowed based on the Customer's indirect consent with the amount exceeding the one on the Customer's card account; and/or the overdraft agreed unequivocally, or the credit limit in case of a credit card.
2. Once overspending takes place, the Bank shall inform the Customer on a one-off basis, immediately, within the technical arrangements of the Bank, but no later than 5 (five) working days after the overspending takes place, through any means of communication agreed between the Bank and the Customer - in writing or via e-mail, Internet Bank, SMS, phone call. In each case, the Bank will choose a particular means of communication unilaterally to contact a specific customer.
3. By notifying each fact of overspending, the Bank provides the Customer with information about the fact of overspending, the total amount of overspending, the possible penalties or other costs that may be charged to the Customer.
4. The Customer shall immediately notify the Bank of any change in contact information. The Bank shall not be responsible for the breach of the obligation under this Article if it is impossible to contact and/or provide information to the Customer through the fault of the Customer, and/or if the Customer has changed the contact information and has not notified the Bank.
5. The Customer shall immediately repay the amount spent through the card transaction. Otherwise, the Bank reserves the right to accrue interest of 36% per annum on the amount spent and a penalty of 0.5% of the amount spent per each day in arrears. The penalty accrual shall continue until the full debt repayment, but no more than 90 calendar days.

Section V - Internet Bank / Mobile Bank

Article 20.

1. The Bank and the Customer enter into an **Internet Bank Agreement.** The Customer is obliged to use the Internet Bank in accordance with the terms and conditions determined for this tool.
2. The terms used herein shall have the following meaning:
   a) **Internet bank** – electronic system created by means of Internet technologies, which allows remote banking service via the Internet. The Bank's Internet bank web address is: https://online.procreditbank.ge;
   b) Electronic payment document – electronic document created by the Bank or by the Customer which represents the basis for operations on the Customer's respective accounts and is equivalent to an original document.
   c) User name – unique name of an Internet Bank user, which is assigned upon activation of Internet Bank and which is used together with a password and authentication code to log in to the Internet Bank.
   d) Password – combination of letters, symbols and digits used together with a user name and authentication code to log in to the Internet Bank.
   e) **TAN** is a unique digital transaction authentication number used for registration of electronic payment documents.
   f) Electronic equipment/devices for **TAN** generation:
   - **"DigiPass" device:**
   - **SMS code:**

- **E-digipass application**

g) **Principal user** – in the case of physical persons, the principal user is the physical person in whose name the account is opened. In the case of a legal entity, the principal user is an authorized representative of the legal entity.

h) **Additional user** – additional user registered by the principal user via Internet Bank who has limited access rights to Internet Bank granted by the principal user.

i) **Payment date(s)** – date(s) of settlement of commissions for the Internet bank service, calculated from the date(s) on which the Bank issued a **TAN** registration electronic equipment/device to the Customer.

j) Authentication - procedure that allows the Bank to determine the identity of a customer and/or the validity of the use of a payment instrument, including verifying the personified security features used by the Customer that the Bank provides to the Customer for authentication purposes.

k) Strong authentication - authentication based on the use of two or more of the following different categories of elements: knowledge (what only the user knows, for example: password, PIN code), possession (what only the user owns, for example: authentication code) and uniqueness (what the user is, for example: fingerprint scanning), which are independent of each other in such a way that the disclosure of one-category element in any way will not compromise the reliability of the element(s) of the other categories.

l) Authentication code - unique combination of digits used with the username and password in Internet Bank. The user generates authentication code using the electronic code generation device/means agreed upon in the Agreement on Internet Bank Services.

m) Electronic authentication code generation device/means:

- **SMS code**
- **"DigiPass" device;**
- **E-digipass application.**

n) A trusted device is a possession category authentication element, which can be a device (mobile device, computer, etc.) that has been granted the status of a trusted device by the Customer and used for strong user authentication in exchange for a code.

3. By means of Internet bank, the Bank provides the Customer with electronic banking services, which include providing information about the accounts of Customer (the principal user and any additional users), exchanging electronic payment documentation between the Customer and the Bank, opening bank accounts, submitting applications for different banking products and/or services and/or concluding the corresponding agreement(s). Submission of requests/applications shall be carried out via Internet Bank, as well as via any means agreed with Customer, the conclusion of the corresponding agreement(s) shall be carried out only via Internet bank, in written electronic form, which is sufficient for their validity.

4. Electronic payment documents used in Internet bank have legal power equal to that of a printed payment document. Electronic payment documents are used as sufficient grounds for execution of operations on the Customer's accounts. The Customer agrees that Internet bank, used as per the conditions set forth herein, allows for safe and credible transmission of the information given in electronic payment documents, which is sufficient for settlement of any conflict.

5. The Bank provides the Customer with a DIGIPASS, if so desired by the Customer, for temporary use, and/or other electronic equipment/device for TAN registration and/or other electronic authetication code generation device/means. Authorization (confirmation) of operations/transactions/other actions with TAN and/or authentication code is required in all cases when Internet Bank requests such authorization.

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

   - **Standard package:** the Customer does not receive a DIGIPASS for temporary use and/or other electronic device/means for TAN generation. The Customer will be able to see his/her account balances, conduct transactions only within his/her accounts, and pay for utilities, mobile operator, television and Internet service fees from the current account unless the transaction amount is not more than GEL 250, within the daily limit of GEL 1000; (Registration/activation of the standard package by the user is not allowed from 13 August 2020.)

- **Full package:** the Customer receives a DIGIPASS for temporary use and/or other electronic device/means for TAN/authentication code generation. (However, registration of the SMS code is mandatory for all customers enjoying Internet Bank services). The Customer will be able to make transfers to other (third) parties' accounts and perform other banking operations. The Customer will also be able to submit applications/requests for other banking products and/or services, and/or to conclude the corresponding agreements, as well as to open accounts.

7. The parties agree that in Internet Bank, as a condition for processing electronic payment documents, the Customer shall be identified by a user name, password and/or authentication code. For making transfers to third parties' accounts, the Bank shall additionally require TAN authorization from the Customer.

8. If the Customer is willing, an additional user may be registered for Internet bank; such additional user may be a person who is not a Customer of the Bank.

9. The number of the Internet Bank users is limited to a maximum of 10 (ten); one of them is the principal user and the other 9 (nine) are additional users.

10. A maximum of 10 (ten) electronic equipment/devices of TAN generation may be registered in the Internet Bank.

11. The Bank assigns the Customer (principal user) a user name and a one-time password for the first log-in and immediately sends it to his/her personal e-mail account. The Customer may log in to Internet Bank as soon as he/she receives a user name and a password. To log in to Internet Bank for the first time, the Customer is required to use a username, a one-time password and an authentication code. Besides, the Customer is obliged to change a one-time password upon entering Internet Bank.

11.1. The principal user name and password will be sent to the Customer in accordance with the method chosen by him:

- or to the e-mail address indicated in the contract on the Internet bank service;
- or to the mobile phone number indicated in the contract on the Internet bank service;
- or using both methods at the same time: to the e-mail address and to the mobile phone number indicated in the contract on the Internet bank service.

11.2. The Customer is authorized to change the method of getting the password chosen by him / her by using the other methods listed above, for which he is obliged to apply to the bank and the Bank shall provide the relevant change based on the Customer Identification.

12. Unless the Customer uses a one-time password within 14 calendar days from the moment of signing the Agreement, the one-time password that the Bank has sent for the first-time log in to the Internet Bank will be blocked and the Customer will lose access to the Internet Bank using the mentioned password. In such case, the Customer shall be authorized to call or arrive at the Bank and request a new one-time password. When contacting the Bank, the Customer shall be required to answer correctly the code question provided in the Internet Bank Service Agreement.

13. If the Customer (principal user) has forgotten the password or the password has been disclosed, the Customer shall be authorized to reset the Internet Bank password from the website (https://online.procreditbank.ge). The Customer must have changed the one-time password received during the registration of Internet Bank. The Customer can also call or arrive at the Bank and request a new one-time password that must be changed immediately after logging in to the Internet Bank. When contacting the Bank, the Customer shall be required to answer correctly the code question provided in the Internet Bank Service Agreement.

13[1]. Any natural person or legal entity can reset the password from the website (https://online.procreditbank.ge) only with a valid ID/identifying document. In addition, the Customer must have maintained/registered a mobile phone number with the Bank and have an active plastic card (except pay sticker/local Deposit Card), in the case of a legal entity, an active Visa Business card issued only to an authorized person of the organization, or e-mail registered in the Internet Bank Application. Password reset shall be allowed only for the Principal user. Additional users shall be blocked in case of password reset.

14. The principal user can add/delete additional users and administer rights in Internet Bank; in particular, define the rights to perform operations on the accounts, give/deprive of electronic devices/means for TAN generation, block/unblock services, restore passwords, activate/register/change the service required to obtain the authentication code, determine the limits of Internet Bank operations. Besides, in case of password reset, a new

password shall be sent to the Customer according to the method chosen by him/her under the Agreement on Internet Bank Services.

15. If the Customer is an entrepreneurial entity and the amount of transfer in a foreign currency via Internet Bank exceeds the equivalent of GEL 100 000 (hundred thousand), he/she/it shall send the Bank, along with conducting the transaction via Internet Bank, a document evidencing the grounds for transfer. Otherwise, the transfer shall not be completed
16. Limits are set for Internet bank operations. The limits are listed in the corresponding tariffs.
17. Any operation exceeding the established limit shall be rejected by the Internet bank system.
18. A banking transaction as per electronic payment document submitted by the Customer shall be completed in accordance with the general rules of the Bank. The operation shall be completed by the Bank once the Bank completes authorization of the operation and the operation is posted in Internet bank as “Completed”.
19. The Bank shall process any electronic payment document received via Internet bank. The Bank may refuse to accept and process the electronic document if there is reasonable suspicion about the authenticity of the document. The Bank may also request authentication of the Customer’s identity and/or reasons for the intended transaction, which must be submitted by fax, telephone, in person, or in any other form acceptable for the Customer and the Bank.
20. Only one customer's account(s) may be linked to Internet Bank, except as described in paragraph 21 of this Article.
21. In the case of a private individual, upon request of the Customer, it is possible to include a Child Account opened for an additional customer, only with the right to view and in case the mentioned private individual is the parent of the depositor.
22. If new accounts are opened for the principal user as well as for additional Customers, such accounts will automatically be activated for inclusion in Internet bank.
23. Once the Customer enters Internet Bank, the instruction manual for working with the Internet Bank program is available, which is presented in the "Internet Bank" program in the form of auxiliary manuals required for obtaining certain services.
24. The Customer must not allow unauthorized third parties to access his/her Internet Bank by means of his/her username, password or authentication code. The Customer shall assume full responsibility for the accounts opened, the use of different banking products and/or services and all operations sent to the Bank via Internet Bank using the Customer’s username, password, authentication code and, if required, a valid TAN.
25. For security reasons, the Customer is obliged to periodically update the password for Internet bank, at least every 6 months. The system keeps the Customer’s last password in its memory and re-use of this password will not be possible.

25[1]. Without registration of the service required for obtaining the authentication code and strong authentication, the Customer is restricted from the possibility of initial activation of a trusted device. The activation period of a trusted device is 6 months. Besides, in case of wishing to use a trusted device, after the expiration of the above period, the Customer shall re-activate it by confirming the TAN code.

26. If the Customer suspects that his/her user name or password has become known to a third party and/or if his/her electronic device/means for generating TAN and/or authentication code and/or cell phone are lost or stolen and/or the access to/reliability of its trusted device is compromised, the Customer shall contact the Bank and request blocking of Internet Bank, or may block himself/herself the access to Internet Bank for his/her user or deactivate/change the trusted device through the website: https://online.procreditbank.ge. If the Customer does not inform the Bank about the loss of the password and/or electronic device/means for generating TAN and/or authentication code/cell phone or compromising the reliability of a trusted device, or does not block access to Internet Bank or does not deactivate/change the trusted device through the website: https://online.procreditbank.ge, then the Customer is fully responsible for the loss that may occur as a result of Internet Bank operations.

26[1]. The Bank is obliged to:

a) take all reasonable steps to observe the Internet Bank safety requirements and to prevent its unlawful use;

b) not make the Internet Bank personalized security features and facilities available to other persons except for customers;

c) clearly inform customers of the Internet Bank security requirements placed at the following link: www.online.procreditbank.ge;

d) if the Internet Bank username and password and/or electronic device/means for generating TAN/authentication code and/or cell phone is lost, stolen, misappropriated or unlawfully used in any form, ensure that the notice of such facts is received directly from the Customer or any authorized person at any time, free of any charge. At the request of the Customer, the Bank shall furnish proof of receipt of the notification unless the notification was received more than 18 months before;

e) once the above notification is received, immediately prevent the further use of the Internet Bank.

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

26[3]. The Customer may request the Bank to take corrective measures for the transaction conducted as a result of unauthorized access or the transaction incorrectly conducted by the Bank, and to reimburse the corresponding amount, if more than 13 months have not passed since the date of the transaction conducted as a result of unauthorized access or the transaction conducted incorrectly by the Bank, provided that the Customer immediately or without undue delay informed the Bank of the mentioned transaction.

26[4]. The Bank is not responsible for the consequences if the Customer has refused/failed to observe the security measures offered by the Bank. In such cases, the Customer is responsible for the consequences of the Customer's refusal/failure to observe the security measures if at the same time it is determined that there was a fraudulent act, intent or gross negligence by the Customer.

26[5]. If the Internet Bank username and password and/or electronic device/means for generating TAN/authentication code and/or cell phone is lost or stolen or misappropriated/unlawfully used, the Customer is responsible, on the above grounds, for damages incurred as a result of unauthorized transactions in the amount of no more than GEL 100, except when the theft, loss, misappropriation by the payer of the payment instrument specified in this article was impossible to detect before the transaction and/or the loss was caused by the action or inaction of the Bank, its agent and/or outsourcing company. The Customer is fully responsible for damages caused by his/her fraudulent act with regard to the payment transaction or by intentional or grossly negligent failure to comply with the terms and conditions/security requirements defined in this document.

26[6]. The Customer may use any communication media for communication with the Bank, including may call at *2222; +995 32 220-22-22, +995 599 214 214 or write at support@procreditbank.ge; detailed information is also available on the Bank's official web page: http://www.procreditbank.ge. The Bank is responsible for unauthorized payment transactions conducted after the Customer gives the Bank the relevant notice, provided that the Bank has not received the notice and has not provided timely response to prevent further use of the Internet Bank, or for damages caused as a result of unauthorized transactions conducted due to failure to observe personalized security requirements, unless the damage is caused by the Customer's criminal/fraudulent act or Intentional or grossly negligent failure to fulfill one or more security obligations related to the payment instrument and means of authentication. The Bank is not responsible for damages caused by unauthorized transactions if the Customer fails to notify the Bank, immediately or without undue delay after discovery of the relevant case, of the fact that the Internet Bank was unlawfully used under paragraph or to block access to Internet Bank as provided for by this document, or if the damage is caused by the Customer's criminal including fraudulent act or omission. The Bank is not responsible for the payment transactions conducted by the Customer before giving the Bank the relevant notice.

26[7]. Blocking of Internet Bank service - if the Customer suspects that his/her username and password has become known to a third party and/or if his/her DIGIPASS, cell phone and/or other electronic device/equipment for generating TAN/authentication code are lost or the reliability of a trusted device is compromised, or the username and password are disclosed, the Customer shall block access to Internet Bank immediately by:

- Contacting the Bank Contact Center to the contact data specified in paragraph 26[6] of this article from 09:00 to 21:00; or receiving information about the blocking through the automatic responding machine from 21:00 to 09:00; or visiting any branch of the Bank during the working hours of the branch;
- Blocking the Internet Bank service by visiting the Bank web-page https://online.procreditbank.ge during 24 hours, using one-time code. The one-time code, as the Customer selects, shall be sent to the e-mail address specified in the Internet Bank Agreement or at the agreed cell phone number, or the Customer generates himself/herself the code valid for blocking the Internet Bank through TAN generation device –

DIGIPASS/E-digipass according to the instructions provided at the official web page of the Bank: http://www.procreditbank.ge.

27. The Customer acknowledges and agrees to the fact that SMS notification of a TAN and/or authentication code may be delayed and/or hindered and/or not received at all, which may be caused by technical malfunctions for which the provider cell phone operator is responsible, and the Bank shall not be held responsible for such delays or the consequences thereof.

    Besides, the Customer is aware that for successful completion of remote transactions, it is mandatory to obtain a TAN and/or an authentication code at the telephone number registered with the Bank, if SMS code is chosen as TAN and/or authentication code generation device/tool. The Customer also agrees and understands that if a foreign number is registered with the Bank, receiving the relevant SMS may be delayed or not performed at all. This is due to technical malfunctions created from the side of the provider cell phone operator, which goes beyond the control of the Bank. Accordingly, the Bank shall not be liable for the above fact or for the consequences caused by the fact. However, it should be noted that the Customer has the opportunity to repeatedly request an unlimited number of TAN and/or authentication codes if the initial attempt turns to be unsuccessful.

28. The Customer requests to block Internet Bank, any Internet Bank operation conducted using the Customer's username, password or authentication code shall be the responsibility of the Bank.

29. The Bank may block the Customer's right to access the Internet Bank program on its own initiative in case of detection of unauthorized or suspicious transactions on the Customer's account(s) through the Internet Bank, or on objectively justified grounds related to security. In the case of blocking at the initiative of the Bank, the Bank shall inform the Customer in the agreed form indicating the relevant reason before blocking if possible but no later than immediately after blocking, except when providing information on the grounds for blocking is not allowed for an objectively justified reason related to security, as well as in other cases provided for by the legislation of Georgia.

30. If Internet bank is blocked, it automatically blocks the access of all additional users of Internet bank.

31. The Bank is authorized to reject a Customer's electronic document for execution in the following cases:

    - The electronic document does not include all necessary information;
    - Information in any field of the electronic document is incorrect;
    - The Customer has not sent via Internet Bank a document evidencing the grounds for transfer in the foreign currency;
    - The Customer has violated any of the rules established by this document or by the Bank;
    - The Customer fails to present the ID document when the transfer is made instead/in favour of a third party.
    - On other grounds determined by law.

32. Internet bank commissions shall be debited from the Customer's bank accounts on the dates of payment.

33. The Bank is authorized to unilaterally terminate the agreement with the Customer and annul the Internet bank service without prior notification/warning if the Internet bank commissions are not paid within one month from the due date of payment.

34. If the Customer requests new electronic equipment/device for TAN generation, the Customer shall pay to the Bank the commissions for new electronic equipment/device for TAN generation, as per the Bank's tariffs.

35. In the case of DIGIPASS replacement due to external damage, the Bank shall be obliged to replace such DIGIPASS free of charge, if 2 (two) years have not elapsed from its registration date. Otherwise, the Customer is obliged to pay commissions for registration of a new DIGIPASS, as per the Bank's tariffs.

36. Annulled Internet bank shall not be restored. If the Customer wishes to renew his/her Internet bank service, then a new Internet Bank Agreement shall be concluded with the Customer and the Customer shall pay the commissions as per the Bank's tariffs.

37. The Internet bank service shall remain in operation until its termination by any of the parties.

38. In the case of termination of the Internet bank service, if the Customer uses a DIGIPASS, the Customer is obliged to return the DIGIPASS to the Bank immediately upon termination of the Internet bank service.

39. In the case of termination of the Internet bank service, the parties are responsible for electronic payment documents registered by the Customer and received by the Bank before termination of the agreement.

40. (Deleted).

41. For the purposes of this article, strong authentication of all users by the Bank will be mandatory from April 01, 2021. Prior to that date, the registration of the service required to obtain an authentication code by the existing user shall be optional and the Customer shall be authorized to provide the activation of the service required to obtain the said code, if desired/if necessary. The services required to obtain an authentication code will automatically be activated for the customers, for whom Internet Bank services have been registered since August 13, 2020.

42. Without registering the service required for obtaining an authentication code and without strong authentication, the Customer shall have restricted access to electronic banking services in the period from 10 December 2020 to 01 April 2021. Namely, within the limitation, only the information on current and deposit account(s) and existing balance(s), transactions conducted for the last 30 calendar days and payment operations made for the last 90 calendar days may be viewed via Internet Bank, as well as transfers between own accounts and/or currency conversions.

42[1]. After registering the service required for obtaining an authentication code, the Customer is entitled to use the limited electronic banking service of Internet Bank defined by paragraph 42 of this Article without strong authentication, if 90 calendar days have not passed yet since his/her last use of strong authentication code in Internet Bank.

43. From April 01, 2021 until the registration of the service required to obtain an authentication code, the Customer shall be restricted from using Internet Bank, except for the activation/registration of the service required to obtain an authentication code.

44. The service required for obtaining an authentication code by the Customer using Internet Bank, as well as change of electronic authentication code generation device/tool, may be registered at the Bank branches and service points, as well as through Internet Bank or video identification process as defined in Article 2[2] of this Agreement.

45. The Customer acknowledges and agrees that Internet Banking and/or Mobile Banking serve as official, legally valid communication channels between the Bank and the Customer for exchanging information and correspondence, and for executing and/or confirming transactions.

46. The Bank reserves the right, at its sole discretion, to provide the Customer via Internet Banking and/or Mobile Banking with any information, notification, warning, request, agreement, annex to an agreement, amendment, supplement, complaint, notice of termination, court warning letter, or details about fulfilling obligations, or any other relevant document or information.

47. Unless otherwise required by applicable law or expressly agreed by the parties with respect to a particular document or notification, the posting of any document, information, or notification on Internet Banking or in the Mobile Banking application or otherwise making it available to the Customer through either channel, shall constitute valid delivery to the Customer upon posting or availability. Such delivery shall be effective irrespective of whether the Customer has accessed, reviewed, or acknowledged the relevant document, information, or notification.

48. The Customer shall regularly access Internet Banking and/or Mobile Banking and independently review all information, notifications, and documents made available therein.

49. The Customer acknowledges that Internet Banking and Mobile Banking enable the Customer to view, download, electronically store, and/or print the documents and information made available therein.

50. The Customer waives the right to bring any claim against the Bank solely on the basis that a document, item of information, or notification was provided through Internet Banking and/or Mobile Banking rather than via another communication channel.

51. This Article shall not limit the Bank's right, at its sole discretion, to communicate with the Customer through any other communication channel, including email, SMS, telephone, postal mail, courier service, or any other means permitted under applicable law and the agreement.

Article 20[1].

1. Mobile Bank is a remote banking service channel allowing the Customer to receive remote banking services.
2. Mobile Bank service means the use of Internet Bank service by the Customer through a software application downloaded on his/her mobile phone.
3. To use Mobile Bank, the Customer must have activated the Internet Bank service and have a mobile phone with the appropriate operating system (Android or IOS and/or another operating system specified by the Bank).
4. Mobile Bank user is authorized to carry out so-called Quick access activation / deactivation / change (access using knowledge and / or uniqueness). At the same time, the Customer is aware of the risk that the use of Mobile Bank is related to the exchange of information in electronic form and therefore takes responsibility for all operations or operations / transactions carried out in the electronic system.
5. The terms and conditions outlined in Article 20 hereof shall apply to the Mobile Bank service.
6. Termination of the Internet Bank service shall automatically lead to termination of the Mobile Bank service.

Article 20[2]. Terms and Conditions for Data Sharing Through Open Banking

1. In the context of Open Banking, the Customer selects a provider and grants consent to that provider to request information from ProCredit Bank (hereinafter referred to as the Bank). This consent, as articulated in this document, may be granted on a one-time basis or may encompass multiple requests.
2. Should the information be requested multiple times, the Customer acknowledges that the Provider may subsequently initiate an automatic request for the pertinent information on multiple occasions within a 24-hour period, up to a predetermined maximum of four times.
3. The right to request information from the Bank encompasses the ability to seek all information, including personal data, that is maintained by the Bank and made accessible through Open Banking, provided that the Customer has granted the necessary consent.
4. The Customer acknowledges that the cessation of information sharing with the provider by the Bank, for any reason, including the expiration of the term or actions taken by the Customer, does not equate to the termination of the processing of information that has already been transferred to the chosen provider. Furthermore, this cessation does not imply the withdrawal, cancellation, or destruction of the information in any form. Should the Customer wish to have the information held by the provider destroyed, it is incumbent upon the Customer to contact the provider directly to initiate this process.
5. Upon the transfer of information to an external provider, the Bank relinquishes effective control over the protection of this information in any format. Consequently, the Bank shall not be held liable for any potential damage or violations that may arise from the copying or transferring of this information to the selected provider's systems, nor for any intentional or unintentional processing that occurs at subsequent stages. This includes scenarios referenced in the Personal Data Protection Law of Georgia. The Customer acknowledges that, in the context of Open Banking, the Bank executes the Customer’s request to transfer information as directed by the selected provider.
6. The Customer can review the information the Bank has shared with the provider in the context of Open Banking on the consent management page accessible through Internet Banking. Furthermore, the Customer is entitled to cancel, terminate or revoke through this page the consent previously granted to the Bank for sharing information with the provider.
7. Should the Customer have any inquiries and/or complaints about information sharing matters in the context of Open Banking, they are entitled to reach out to the Bank via email at geo.info@procredit-group.com or by telephone at +(995 32) 2202222.

Section VI - Standing Orders

General Provisions on Standing Orders

Article 21.

1. Standing orders are regulated by an agreement between the Bank and the Customer and represent long-term legal relations. Standing orders are made on the basis of the agreement, which constitutes a payment order for each transfer.
2. The Customer must ensure that sufficient funds to cover transfers and relevant commissions (if any) are in the account at least one day prior to the date of the standing order.
3. The Bank undertakes to execute transfer operations from the Customer’s account on the basis of the agreement, in accordance with the date stated therein.
4. If the Customer has entered into more than one agreement and their fulfilment dates coincide, then the Bank shall execute transfer operations as per the priority table of standing orders provided by the Customer.
5. If the agreement covers more than one standing order, the Customer is authorized to request a change of the priority ranking of the standing orders (fulfilment of agreements).

6. In consideration of their content, standing orders are subject to the general provisions on bank accounts, unless otherwise stated in the general and/or special provisions on standing orders.
7. The Customer is authorized to unilaterally terminate the Agreement on Standing Orders at any time (regardless of whether or not a term has been defined); the Customer is obliged to inform the Bank about such termination in writing. Besides, for the purposes of standing orders, if the payment order must be executed on a specified day/days or at the end of a specified period/periods or on the day of depositing money into the account, the Customer may recall the standing order no later than the business day before the agreed date, at which time the appropriate commission is established for the recall of the payment order by agreement between the parties.
8. The Bank is authorized to unilaterally terminate the Agreement on Standing Orders at any time (regardless of whether or not a term has been defined); the Bank is obliged to inform the Customer about such termination five calendar day prior to the effective date.
9. The agreement shall automatically be terminated if the account mentioned in the agreement is closed.

Special Provisions on Standing Orders

Article 22.

1. The Bank and the Customer enter into an Agreement on a **Standing Order for Utility Payments**.
2. The Customer authorizes the Bank to settle utility bills from the account mentioned in the agreement, according to the schedule required by the utility service company.
3. If a maximum amount is indicated by the Customer and the amount charged by the utility company is higher than this maximum amount, the Bank shall not execute such contractual order.

Article 23.

1. The Bank and the Customer enter into an **Agreement on Standing Orders.**
2. The Bank undertakes to execute standing orders from the Customer's principal account, as per the data specified in the agreement.
3. If, as of the date of the standing order, the balance of the principal account is not sufficient to execute the standing order and settle Bank commissions (if any), in order to ensure sufficient funds in this account, the Bank must draw on additional accounts (including those in a different currency) stipulated by the agreement and move the requisite amount from such accounts to the principal account. Additional accounts are used in accordance with the priorities set forth in the agreement. Account priorities are established according to their sequence.
4. In order to execute the standing order, the Bank is authorized to make conversion operations from additional accounts indicated in the agreement, without the Customer's additional consent. Conversion shall be made in accordance with the commercial exchange rate of the Bank at the time of execution of the standing order.
5. The Customer must ensure that sufficient funds for the standing order are in the principal and additional accounts at least one day prior to the date of the standing order.
6. The Customer is authorized to change additional accounts and/or their priority ranking in the agreement.
7. The agreement shall also be terminated automatically if the principal account under the agreement and/or the account opened with ProCredit Bank, which is used to transfer funds, is closed.

Section VII - SMS Service

Article 24 .

1. The Bank and the Customer enter into an **SMS Service Agreement.**
2. The Bank sends to the Customer the information determined by the agreement between the parties and/or by this article via short text message (SMS), to the cell phone number indicated in the agreement. The Customer is authorized to choose the following types of messages: info service 2022, making transfer/deposit to the account, and total POS terminal payments.
3. If "Info Service 2022" is selected in the agreement, the Customer can send any of the SMS codes listed below from the cell phone number indicated in the agreement to number 2022 to request the corresponding type of information. 2022.

SMS code	**Meanings**
0	SMS codes and their meanings
1	Information about the available balance in current accounts
2	Information about the available balance in current accounts
3	Information about deposit account balances
4	Information about savings plan deposit balances
5	Information about credit installment arrears
6	Information about current account balances
7	Official currency exchange rates: USD, EUR, GBP, RUR
8	Commercial currency exchange rates: USD/GEL, EUR/GEL, EUR/USD
9	Commercial currency exchange rates: GBP/GEL, RUR/GEL
10	Deposit account details
11	Information about credit cards
12	Credit card information
13	Option of Language preferences (Georgia/English)
14	Information about the types and numbers of plastic cards and the method of card blocking.

4. If “total deposits in POS terminal” mode is selected by the Customer in the agreement, the Customer will receive information about total turnover on each POS terminal individually. A text message is sent when the amount is deposited to the account and includes information about the transactions of the previous day. If an amount is returned by a POS terminal, the returned amount will be excluded from the total turnover on the date of return. Information about deposited/executed turnover of non-banking days is sent the next banking day, individually day by day.
5. For sending notifications to the Bank, the Customer pays the cell phone company the established cost of sending text messages.
6. The Customer is authorized to change, add or terminate the notifications selected by the agreement at any time.
7. In the case of a change of telephone number from the one indicated in the agreement, the Customer is obliged to immediately notify the Bank in writing and enter into a new agreement with the Bank. Otherwise, the Bank shall not be responsible for violation of information confidentiality and any loss/damage incurred.

Section VIII - Phone PIN Code Service

Article 25.

1. The Bank and the Customer enter into a **Phone PIN Code Service Agreement.**
2. By using a telephone PIN code the Bank provides the Customer identification, and furnish any information about the account(s). In addition, the Customer may execute non-cash conversion of currency on his/her accounts via phone; send a payment order to the Bank for money transfers (in any currency) between his/her accounts.
3. For the purposes of executing the above-mentioned operations, the Bank identifies the Customer by means of a phone PIN code and the Customer’s first name, last name and title. The Bank is also authorized, if necessary, upon its discretion and for the purpose of identifying the Customer, to check other available data. The Bank records telephone conversations between the Bank and the Customer and processes the recordings in different forms, upon its discretion, including non-automatic, semi-automatic, and/or automatic means, as per the Bank’s lawful purposes.
4. The Telephone PIN code issued/assigned to the client is recorded and will be accessible to the Client via Internet/Mobile Banking. The Customer may change the combination of digits in the phone PIN code. In such a case, the Bank is authorized to cancel the active PIN code and provide the Customer with the new PIN code. If the Customer forgets the phone PIN code, the Bank shall not remind the Customer of the PIN code and a new

PIN code shall be issued upon the Customer's request. The Customer is obliged to observe the security requirements provided for in this document.

5. The Bank does not assume responsibility for unwanted outcomes resulting from disclosure of a phone PIN code to a third party and/or loss/theft of the PIN code. In the case of loss/theft of a PIN code, the Customer is obliged to immediately inform the Bank in writing and request cancellation of the phone PIN code service or change the phone PIN code.
6. (Deleted).
7. The agreement between the Bank and the Customer is automatically cancelled upon closure of the Customer's final account with the Bank.

Section VIII[1] - Electronic Piggy Bank Services

Article 25[1]. Terms and conditions of the Electronic Piggy Bank

1. The terms and conditions governing the Electronic Piggy Bank shall be established remotely by an agreement between the Bank and the Customer. Specifically, the Electronic Piggy Bank allows the PI Customer to transfer funds from the designated current account to a savings deposit. In this context, the accumulation of funds shall occur in an amount predetermined by the Customer, contingent upon the Customer possessing one active debit card issued by the Bank, which has been specifically designated for use with the Electronic Piggy Bank.
2. An Electronic Piggy Bank may only be activated in conjunction with a savings plan or a savings piggy bank deposit established by the Customer. Furthermore, a single Electronic Piggy Bank can be linked to one specific savings piggy bank deposit.
3. The Electronic Piggy Bank systematically accumulates funds in a predetermined amount into the Customer's current account for each transaction conducted.
4. The Customer establishes in advance the specific amount of funds to be accumulated for each transaction within the Electronic Piggy Bank service. Additionally, it is important to note that the deposit account for this service may only be opened in Georgian Lari (GEL).
5. Funds will be accrued in the deposit account exclusively when a transaction is conducted using a card purchase in Georgian Lari (GEL).
6. The Customer will be unable to use the Electronic Piggy Bank unless an active VISA and/or MASTERCARD debit card is linked to the current account.
7. By activating the Electronic Piggy Bank service, the Customer acknowledges and consents to the terms and conditions governing the Piggy Bank Savings. Furthermore, an individual customer is permitted to activate multiple Electronic Piggy Bank services.
8. The total amount accrued in the Electronic Piggy Bank will be re-calculated on the date the corresponding transaction is recorded in the statement and subsequently credited to the designated deposit account.
9. If the requisite amount for the Electronic Piggy Bank service is not deposited into the current GEL account following a card transaction, the transaction will not be executed as part of the specified transaction. Furthermore, there will be no compensation for subsequent transactions, and funds will not be converted from another currency account for the purpose of further accumulation.
10. The Bank retains the right to withhold the transfer of the accumulated amount to the deposit account if such account is subject to any limitations or restrictions, thereby rendering the deposit or transfer to the aforementioned account prohibited.
11. The Customer retains the right to initiate or terminate the Electronic Piggy Bank service at any time. However, it is important to note that if the Customer decides to close their current account in GEL, which is utilized for card transactions in GEL, the Electronic Piggy Bank service will be automatically discontinued.
12. If the Electronic Piggy Bank is terminated, the savings piggy bank deposit will be automatically closed, whereas the savings plan will remain active.
13. If the savings deposit associated with the Electronic Piggy Bank service is closed for any reason, or if the current account is terminated, or if the card is canceled or reaches its expiration date, the Electronic Piggy Bank service will be automatically deactivated.
14. In instances where the Electronic Piggy Bank is activated on a savings plan with a validity period that exceeds the validity period of the card, the service period of the Electronic Piggy Bank shall be determined by the validity

period of the card. Conversely, if the validity period of the savings plan is less than that of the card, the service period of the Electronic Piggy Bank will be based on the validity period of the savings plan.

15. If the Electronic Piggy Bank is activated under the savings piggy bank deposit, the duration of service will be determined by the validity period of the associated card.

Section VIII² - Email Bank Service

Article 25². Terms and Conditions of Email Bank Service

1. The entitlement to access Email Bank services is conferred upon PI customers enrolled in the “Premium” banking product package, provided they are assigned a personal PI Advisor, has a preagreed email address and have executed an Email Bank Service Activation Agreement with the Bank.

2. To obtain a specific service within the framework of Email Bank services, the Customer is required to contact the PI Advisor and provide the necessary information and details pertinent to the requested service.

3. The PI Advisor will systematically document the order received from the Customer in the Bank's program. If deemed necessary, based on the nature of the service requested, the PI advisor will also conduct an identity verification of the Customer.

4. The provision of the specific Email Bank service is contingent upon the Customer successfully completing a verification procedure as required by the Bank and adhering to the conditions set forth by the Bank. This verification will be executed using a one-time code, which the Customer will receive during a telephone conversation intended for obtaining a particular service remotely. Furthermore, the Bank reserves the right to employ alternative methods authorised by law for the Customer's authorisation, identification, and/or verification. The Bank will determine the specific process to be engaged in each individual case. In the event of unsuccessful identification and/or if verification proves impossible, the Bank retains the authority to decline and/or refrain from fulfilling the Customer’s request.

5. List of operations permitted via email banking:

5.1 Provision of information pertaining to bank accounts;

5.2. Establishment of a deposit;

5.3. Transfer of funds in the national currency to one’s own account or to another party’s account;

5.4. Currency conversion;

5.5. Activation or cancellation of the automatic orders service;

5.6. Partial or full repayment of a loan;

5.7. Activation or deactivation of the offset functionality;

5.8. Execution of other operations as established by the Bank.

6. The Bank is authorised, in accordance with the legislation of Georgia and its internal policies and procedures, as well as the service-associated risks, to request that the Customer provide additional information and/or documentation as deemed necessary for the fulfilment of each specific service. Consequently, the Customer acknowledges that the Bank will be able to offer a specific Email Bank service only after the requested information and/or documentation has been completely submitted.

7. The Bank reserves the right to deny the Customer’s request if there are security concerns or if the request is deemed suspicious by the Bank.

8. In relation to the Email Bank services, please note that the Bank's designated email address is geo.emailbank@procredit-group.com.

9. The Bank shall not be held liable for any damages or expenses incurred by the Customer as a result of the inability to provide services or any defects arising from the incorrect or incomplete submission of the agreed-upon email address by the Customer. Furthermore, the Bank is not responsible for any damages or expenses incurred by the Customer resulting from the unauthorised use of the agreed-upon email address.

10. The Bank is authorised to automatically cancel the Customer's request if there is insufficient available balance in the Customer's relevant account at the time the Bank executes the request.

11. The Bank retains the authority, at its sole discretion and without the necessity for additional consent or acceptance from the Customer, to unilaterally establish a commission fee for the Email Bank service or for

transactions conducted within the framework of the e-banking service at any time. Furthermore, the Bank may amend the amount of the applicable commission fee, as well as the procedures governing its accrual and payment.

12. The Customer is required to review the service tariffs before submitting each request. The tariffs are available on the Bank's official website, www.procreditbank.ge. The Customer must make payments through e-mail banking and cover any applicable fees associated with the specific services requested, according to the tariffs in effect when the request is submitted. Consequently, the Bank reserves the right to deduct the applicable commission fees from any of the Customer's accounts without needing additional consent, as per the tariffs in place at the time of the request.

13. To ensure the security of services and the protection of confidential information, the Customer is required to provide written notification to the Bank at least two (2) banking days in advance of any temporary suspension, termination, or modification of the designated email address. This notification is also necessary in the event of any loss of access, possession, or management of the email address.

14. Email Bank services are accessible during the Bank's designated business days and operating hours.

15. The Customer acknowledges that the continuous provision of the Email Bank service is dependent on various electronic and network technologies sourced from multiple suppliers. Consequently, the Bank endeavours to utilise all available measures to fulfil the orders received from the Customer; however, it cannot guarantee the consistent receipt of such orders. As a result, the Customer understands that the processing and execution of orders submitted to the Bank, as well as the provision of information, may be subject to delays, interruptions, or disruptions. The Bank shall not be held liable for any direct or indirect losses, damages, or expenses incurred by the Customer as a consequence of such delays or non-receipt.

16. The Customer acknowledges that the Email Bank service relies on the possession, ownership, and management of the designated email address. Therefore, the Customer agrees to promptly notify the Bank in the event of any loss of access to or ownership of the designated email address. Furthermore, the Customer must inform the Bank of any circumstances that may jeopardise the secure provision of services or pose a threat to such security.

17. The Bank reserves the right, at its sole discretion, to periodically request verification of the Customer's email address in accordance with the rules and conditions established by the Bank. Should any of the circumstances outlined in this Article arise, or if there is a perceived threat, the Bank is authorised to suspend, limit, or revoke the Customer's access to the Email Bank services.

18. The Bank reserves the right to unilaterally modify the terms and conditions of the Email Bank service without requiring additional consent from the Customer. This may include, but is not limited to, the explicit expansion or reduction of the services offered, as well as the termination or temporary suspension of the e-Email Bank service. The Customer will be duly notified in accordance with the procedures and timelines established by the legislation of Georgia.

19. The Customer acknowledges that any notification and/or offer received through the designated email, as well as any consent or confirmation expressed by the Customer via that email, shall be regarded as a valid expression of intent, notification, consent, and offer made by the Customer.

20. To facilitate the provision of Email Bank services by the Bank, the Customer is required to furnish all necessary information and documentation pertinent to the banking operation or service requested. The Bank reserves the right to decline the fulfilment of the Customer's request or to withhold the provision of the service in the absence of the requisite information or documentation.

21. The Customer acknowledges and consents that, within the scope of the Email Bank service, it is feasible to express or confirm consent to contracts, agreements, attachments, and various types of documents using the designated email. Consequently, the Customer understands that the confirmation of any document or information (including contracts) transmitted by the Bank from the designated email will be regarded as equivalent to the Customer's personal signature on the original document. Therefore, the document, information, or contract confirmed in this manner shall not be subject to dispute solely on the grounds that it lacks the Customer's physical signature.

22. The Bank is authorised to retain all correspondence and communications conducted through the Email Bank service for a duration determined by the Bank. The Customer acknowledges and consents to the fact that any data, documents, or information submitted to the Bank within the context of the Email Bank service may be used by the Bank as evidence. Furthermore, the Customer understands that the aforementioned data, documents, and information are the property of the Bank and possess the legal validity conferred by relevant legislation.

23. If the Bank declines to fulfil a request submitted by the Customer, the Bank shall inform the Customer by sending a notification to the designated email address from the Bank's official email.

24. Any conditions that are not addressed within these terms and conditions for Email Bank services shall be subject to the regulations and procedures established by the Bank.

Section IX - Use of Basic Banking Products/Banking Products Sets
General Provisions

Article 26

1. Banking services provided for by Special Provisions of this Section shall be provided to the Customer on the basis of the Agreement on Use of Basic Banking Products/Banking Products Sets.
2. If at the moment of signing the Agreement the Customer already uses the basic banking product(s)/service(s) under the Agreement on Use of Basic Banking Products/Banking Products Sets, the banking product(s) shall not be re-registered in the name of the Customer and new agreements/contracts for such products shall not be concluded.
3. The Agreement on Use of Basic Banking Products/Banking Products Sets shall apply until the Bank closes all accounts of the Customer.
4. Tariffs for use of basic banking products/Banking Products Sets constitute the integral and inseparable part of the Banking Service Conditions. The Customer confirms that he/she is familiar with the relevant tariffs for use of basic banking products/Banking Products Sets, agrees to and does not have any claim against the tariffs.
5. The issues and tariffs that are not provided for by the Agreement/this Document and Tariffs for the use of basic banking products/Banking Products Sets shall be determined by the agreement / contract signed on each banking service / product and by the Standard Tariffs set by the Bank.
6. The provisions of this Section shall apply to all existing customers of the Bank, including customers who are using Payroll Project, Online Account and Service Package from 10 July 2017.

Use of Basic Banking Products
Special Provisions

Article 27. Salary project services (Deleted on 10/07/2017)

Article 28 . Service package agreement (Deleted on 10/07/2017)

Article 29 . Online account package (Deleted on 10/07/2017)

Article 29[1]. Basic banking products – “Business Clients Account Service” / “Business Clients Account Standard Service” / “Business Clients Account Full Service” / “Business Clients Account Service +” / “Business Clients Account Full Service +”

1. The Bank and the Customer conclude the Agreement on Use of Basic Banking Products (“Business Clients Account Service” / “Business Clients Account Standard Service” / “Business Clients Account Full Service” / “Business Clients Account Service +” / “Business Clients Account Full Service+”).
2. Use of basic banking products (“Business Clients Account Service” / “Business Clients Account Standard Service” / “Business Clients Account Full Service” / “Business Clients Account Service +” / “Business Clients Account Full Service+”) means obtaining the right to use banking products and preferential tariffs included in exchange for payment of a fixed commission on a particular banking product / service.
3. Banking products included in the basic banking products (“Business Clients Account Service” / “Business Clients Account Standard Service” / “Business Clients Account Full Service” / “Business Clients Account Service +” / “Business Clients Account Full Service+”) are as follows:
   3.1. Opening of one multi-currency current account
   3.2. Full package of Internet Bank
   3.3. Visa Business Card (1 piece for the following basic banking products - "Business Clients Account Service” / “Business Clients Account Standard Service” / “Business Clients Account Full Service”; 2 pieces for the following basic banking products - “Business Clients Account Service +” / “Business Clients Account Full Service+”)
   3.4. Deposit card (2 pieces), (“Business Customer Account Standard Service” does not involve this product)
   3.5. SMS service (1 piece)

3.6. Automatic task
3.7. Telephone PIN code
3.8. Conversion operations at individual rate (only for the following basic banking products - “Business Clients Account Service +” / “Business Clients Account Full Service+”).

4. In case of sharp fluctuations of the GEL exchange rate against the Euro, the Bank is entitled to unilaterally change the amount of the fixed fee for the use of the Basic Banking Products “Business Clients Account Service +” / “Business Clients Account Full Service+” specified in this Article twice a year.

Article 29[2]. Basic banking products – Active Account Services / Universal Active Account (The product will no longer be opened for new customers from 20.09.2022)

1. The Bank and the Private Customer conclude the Agreement on Use of Basic Banking Products (Active Account Services / Universal Active Account).
2. Use of basic banking products (Active Account Services / Universal Active Account) means obtaining the right to use banking products and preferential tariffs included in exchange for payment of a fixed commission on a particular banking product / service.
3. Banking products included in the basic banking products (Active Account Services / Universal Active Account) are as follows:
   3.1. One current account in GEL, USD, EUR
   3.2. Savings Deposit Flex Save/ Flex Save + (in the currency of current account)
   3.3. Full package of Internet Bank
   3.4. Plastic card (1 piece of MasterCard debit; 1 piece of Visa Card ordered by the Customer through internet bank)
   3.5. Visa Classic contactless card - 1 piece Pay Sticker only for Universal Active Account
   3.6. SMS service (per a subscriber)
   3.7. Automatic transfer
   3.8. Automatic payment of utility fees
   3.9. Telephone PIN code
   3.10. Conducting preferential conversion operations
4. Within the mentioned service, only one current account will be opened for the Customer in the national currency. Each additional account(s) in foreign currency (only USD and / or EUR) is opened on the basis of customer application.
5. In case of transferring funds to the Customer’s account in other currency than GEL, USD, EUR, the Bank will convert the funds and transfer to the Customer’s account under the following procedure: the above amount will be converted first and transferred to the Customer’s USD account. If the Customer does not have a USD account opened with the Bank, the amount will be converted in EUR and transferred to the Customer’s EUR account; and if the Customer has none of the above-mentioned currency accounts, the amount will be converted in GEL and transferred to the Customer’s GEL account.
6. Conversion from one currency unit to another will be provided at the commercial exchange rate of JSC ProCredit Bank applicable on the date of transfer to the account.
7. If other / additional / new banking products / services than the products / services defined in paragraph 3 of this article are used, in addition to the fixed commission, the Customer pays the commission for the use of other / additional / new banking product / service.
8. Refusal to use the service defined in this article or any product / service included automatically cause unilateral termination of all / any agreement signed with the Customer / closing of the accounts. The Customer declares its consent to the stated condition and no further acceptance on termination of legal relationship / agreement(s) with the Bank / closing of accounts will be required.
9. In case of sharp fluctuations of the GEL exchange rate against the Euro, the Bank is entitled to unilaterally change the amount of the fixed fee for the use of the Basic Banking Products specified in this Article twice a year.
10. If no maintenance fees are charged off the account for any reason independent of the Bank (e.g., the lack of funds on the account, seizure, debt collection, etc.) for 4 (four) consecutive calendar months and, at the same time, the Customer does not use an active term deposit/certificate of deposit and/or an active credit product (except for the one that is overdue for at least 90 (ninety) calendar days), the Bank shall automatically, without further notification or authorization of the Customer, replace the services under this article according to the "Account Standard" service provisions set out in Article 29[7].

11. Under the previous paragraph, the Customer having moved to the "Account Standard" service will continue being served under the "Account Standard" terms and conditions unless he requests to change the service.
12. The Customer having moved to the "Account Standard" service may request moving to any basic banking product specified in Articles 29^4 - 29^8 of this document, for which he needs to apply to the Bank (an application to the Bank can be made in writing, through Internet Banking, etc.) and go through the identification and verification process.
13. The customer shall file the relevant application during the Bank's working hours. The Bank will process applications made during non-working hours/days on the next working day.

Article 29^3. Basic banking products – Passive Account Services (The product will no longer be opened for new customers from 20.09.2022)

1. The Bank and the Private Customer conclude the Agreement on Use of Basic Banking Products (Passive Account Services).
2. Use of basic banking products (Passive Account Services) means obtaining the right to use banking products and preferential tariffs included in exchange for payment of a fixed commission on a particular banking product / service.
3. Banking products included in the basic banking products (Passive Account Services) are as follows:
   3.1. One current account in GEL, USD, EUR
   3.2. Savings Deposit Flex Save/ Flex Save + (in the currency of current account)
   3.3. Full package of Internet Bank
   3.4. Plastic card (1 piece Visa Card) with the right of cash withdrawal
   3.5. SMS service (per a subscriber)
   3.8. Telephone PIN code
4. Within the mentioned service, only one current account will be opened for the Customer in the national currency. Each additional account(s) in foreign currency (only USD and / or EUR) is opened on the basis of customer application.
5. In case of transferring funds to the Customer's account in other currency than GEL, USD, EUR, the Bank will convert the funds and transfer to the Customer's account under the following procedure: the above amount will be converted first and transferred to the Customer's USD account. If the Customer does not have a USD account opened with the Bank, the amount will be converted in EUR and transferred to the Customer's EUR account; and if the Customer has none of the above-mentioned currency accounts, the amount will be converted in GEL and transferred to the Customer's GEL account.
6. Conversion from one currency unit to another will be provided at the commercial exchange rate of JSC ProCredit Bank applicable on the date of transfer to the account.
7. If other / additional / new banking products / services than the products / services defined in paragraph 3 of this article are used, in addition to the fixed commission, the Customer pays the commission for the use of other / additional / new banking product / service.
8. Refusal to use the service defined in this article or any product / service included automatically cause unilateral termination of all / any agreement signed with the Customer / closing of the accounts. The Customer declares its consent to the stated condition and no further acceptance on termination of legal relationship / agreement(s) with the Bank / closing of accounts will be required.
9. It is not allowed to issue any type of credit/loan (including overdraft, credit card) to the Customer using the basic banking product Passive Account.
10. The Customer is authorized to change/replace the service provided for by this article with the basic banking product Active Account but not vice versa.

Article 29^{3a}. Special Conditions for Opening a Bank Account by a Private Individual through a Remote Channel

1. In the event that a client/potential client opens a bank account through a remote channel, the services defined by the "Banking Products Set - Minimal" (hereinafter "Minimal") will be automatically activated for the client, which will be maintained for one (1) month after opening the account.
2. Throughout the period of use of the Minimal, the client will not be able to order and use a bank plastic card, as well as the bank's standard rates and commissions will apply to currency conversion and receiving other types of banking products/services, which are not included in the set of Minimal.
3. By opening a current account the Client confirms that he/she is familiar with the rates and standard service fees disclosed on the official website of the Bank.

4. In order for the client to be able to use the full services and related benefits offered by the bank, during the above-mentioned period, he/she shall choose one of the following services - Banking Products Sets - Premium (Article 29[5]), Banking Products Sets - Start (Article 29[9]), or Banking Products Sets - Comfort (Article 29[10]). Accordingly, the client shall familiarize himself/herself with the terms and conditions of service of "Premium", „Start“ and "Comfort" and the respective standard service fees..
5. The client is entitled to activate any of the services specified in the previous paragraph in the Internet/Mobile Bank, or to submitt a written application to the Bank through the Internet/Mobile Bank with a respective request, and the Bank, in accordance with the client's request, will activate the selected service within a reasonable period of time.
6. Provided that the client does not choose any of the offered services within the above-mentioned period, immediately after the expiry of the said period, without additional consent of and notification to the client, the "Banking Products Sets – Standard Account" defined in Article 29[7] of this document will be automatically activated. This implies that all banking services included in Standard Account will be automatically activated for the client and he/she shall pay all relevant service fees, which are provided for the "Standard Account".
7. Subsequently, any of the services specified in Section 4 of this Article is activated in accordance with the request of the client, the client has the right to request a change in the service terms and conditions and use other service terms and conditions provided in this chapter, for which he/she shall file an application to the Bank. Within a reasonable time after the application, the Bank shall make a decision, and in case of a positive decision, the Bank shall notify the Customer of the change in the service terms and conditions through the agreed means of communication, while the changed terms and conditions shall come into force after the notification. The Customer is aware that the transition to the new service terms and conditions shall automatically lead to corresponding changes in the fees due thereby and the service terms and conditions, to which he/she declares his/her consent.

Article 29[4] – (Deleted).

Article 29[5] - Banking Products Sets – PREMIUM

1. The Bank and the PI customer sign an Agreement on the Use of Banking Products Sets - **PREMIUM**. During the entire period of using the product, the Customer is obliged to maintain Multicurrency Account and Internet/Mobile Banking.
2. The Agreement on the Use of **PREMIUM** implies the automatic acquisition of the right to use the banking products and preferential rates included, in exchange for the payment of a commission fee for an individual banking product/service. This does not exclude the payment of a fee for an individual banking product/service at the rates established by the Bank.
3. To use individual banking products/services, the Customer shall additionally pay the commission fee established by the Bank for the time of using the relevant product/service.
4. By signing the agreement on the use of **PREMIUM** Client will be entitled to activate and use the following banking products (The tariff document disclosed on the bank's official website provides a detailed list of banking products):
   - 4.1. Multicurrency account (GEL, USD, EUR).
   - 4.2. Internet/Mobile Banking registration and service through one device.
   - 4.3. Money transfers in GEL and Utility payments;
   - 4.4. Plastic card (the client is entitled to order 1 (one) debit MasterCard card. Additionally, the client is entitled to order 1 (one) Visa card);
   - 4.4.a Digital Card (maximum 3 digital cards);
   - 4.5. Conversion operations at a preferential rate.
   - 4.6. Withdrawal of funds at ProCredit Bank ATMs (GEL, USD, EUR);
   - 4.7. Withdrawal of funds from any other bank's ATM in Georgia with a MasterCard card - free of charge;
   - 4.8. First withdrawal of 300 (three hundred) euros (equivalent in another currency) with a MasterCard card outside of Georgia;
   - 4.9. SMS service registration and servicing (per 1 subscriber).
   - 4.10. Automatic transfers.
   - 4.11. Telephone PIN code.

   The client has the right to refuse the activation of any of the products specified in subsections 4.3 - 4.11 in which case the service fee of the "**PREMIUM**" will not change.
5. (deleted).
6. In case of depositing money to the Customer's account in a currency other than GEL, USD, or EUR, the Bank ensures the conversion and crediting of the amount to the Customer's account following the following procedure: The amount shall first be converted and credited to the Customer USD account. If the Customer does not have a

USD account with the Bank, the amount shall be converted to EUR and credited to the Customer's EUR account, and if the Customer does not have any of the above currency accounts, the amount shall be converted to GEL and credited to the Customer's GEL account.

7. Conversion from one currency unit to another shall be made at the commercial exchange rate of JSC Procredit Bank applicable on the day of depositing money into the account, subject to the terms and conditions of paragraph 4.5.
8. (deleted).
9. In case of refusal of the service specified in this article or any of the products/services covered hereby (except from the exceptions specified in paragraph 4), the Bank may unilaterally terminate the relationship with the Customer and close the account; this will also lead to the unilateral termination of all/any agreements signed with the Customer. The Customer declares his/her advance consent to the mentioned condition, and his/her further acceptance for the termination of the legal relationship/agreement(s) with the Bank/closing of the accounts shall no longer be required.
10. The Customer using the **PREMIUM** may request a change in the service terms and conditions and use other service terms and conditions provided in this chapter, for which he/she shall file an application to the Bank. Within a reasonable time after the application, the Bank shall make a decision, and in case of a positive decision, the Bank shall notify the Customer of the change in the service terms and conditions through the agreed means of communication, while the changed terms and conditions shall come into force after the notification. The Customer is aware that the transition to the new service terms and conditions shall automatically lead to corresponding changes in the fees due thereby and the service terms and conditions, to which he/she declares his/her consent.
11. When the banking service terms and conditions are changed at the request of the Customer (switching from **PREMIUM** to other banking service terms and conditions provided in this chapter), the plastic card used by the Customer shall not be cancelled (except from transmission to “Minimal” when the plastic card is cancelled); rather, the benefits and services provided under the new service terms and conditions selected by the Customer shall be activated/deactivated on the card.
12. If no maintenance fees are charged off the account for any reason independent of the Bank (e.g., the lack of funds on the account, seizure, debt collection, etc.) for 4 (four) consecutive calendar months and, at the same time, the Customer does not use an active term deposit/certificate of deposit and/or an active credit product (except for the one that is overdue for at least 90 (ninety) calendar days), the Bank shall automatically, without further notification or authorization of the Customer, replace the services under this article according to the "Standard Account" service provisions set out in Article 29^{7}.
13. Under the previous paragraph, the Customer having moved to the "Standard Account" service will continue being served under the "Standard Account" terms and conditions unless he requests to change the service.
14. The Customer having moved to the "Standard Account" service may request moving to any basic banking product specified in Articles 29^{4} – 29^{10} of this document, for which he needs to apply to the Bank (an application to the Bank can be made in writing, through Internet Banking, etc.) and go through the identification and verification process set by the legislation of Georgia.
15. The customer shall file the relevant application during the Bank's working hours. The Bank will process applications made during non-working hours/days on the next working day.
16. Following the decision of Client and in exchange for paying the appropriate commission, the client is entitled to make the “Premium” set “Eco-friendly”, thereby the client will be involved in caring for the environment and transforming it into an Eco-friendly one. The client will also become a participant in ProCredit Bank's Eco-friendly initiatives and activities and will periodically receive information about the eco-activities conducted by the bank.

Article 29^{6} - (Deleted).

Article 29^{7} - Banking Products Sets - Standard Account

1. The Bank and the PI customer sign Agreement on the Use of Banking Products Sets - **Standard Account**. During the entire period of using the product, the Customer is obliged to maintain Multicurrency Account and Internet/Mobile Banking.
2. The Agreement on the Use of **Standard Account** implies the automatic acquisition of the right to use the banking products and preferential rates included, in exchange for the payment of a commission fee for an individual banking product/service. This does not exclude the payment of a fee for an individual banking product/service at the rates established by the Bank.

3. To use individual banking products/services, the Customer shall additionally pay the commission fee established by the Bank for the time of using the relevant product/service.
4. By signing the agreement on the use of **Standard Account** Client will be entitled to activate and use the following banking products (The tariff document disclosed on the bank's official website provides a detailed list of banking products):
   4.1 Multicurrency account (GEL, USD, EUR).
   4.2 Internet/Mobile Banking registration and service through one device.
   4.3 SMS service registration and servicing (per 1 subscriber).
   4.4 Telephone PIN code.
   4.5 Digital Card (maximum 3 digital cards);
   The client has the right to refuse the activation of any of the products specified in subsections 4.3 or 4.5, in which case the service fee of the "**Standard Account**" will not change.
5. (deleted).
6. In case of depositing money to the Customer's account in a currency other than GEL, USD, or EUR, the Bank ensures the conversion and crediting of the amount to the Customer's account following the following procedure: The amount shall first be converted and credited to the Customer USD account. If the Customer does not have a USD account with the Bank, the amount shall be converted to EUR and credited to the Customer's EUR account, and if the Customer does not have any of the above currency accounts, the amount shall be converted to GEL and credited to the Customer's GEL account.
7. Conversion from one currency unit to another shall be made at the commercial exchange rate of JSC Procredit Bank applicable on the day of depositing money into the account.
8. (deleted).
9. In case of refusal of the service specified in this article or any of the products/services covered hereby (except from the exceptions specified in paragraph 4), the Bank may unilaterally terminate the relationship with the Customer and close the account; this will also lead to the unilateral termination of all/any agreements signed with the Customer. The Customer declares his/her advance consent to the mentioned condition, and his/her further acceptance for the termination of the legal relationship/agreement(s) with the Bank/closing of the accounts shall no longer be required.
10. The Customer using the **Standard Account** may request a change in the service terms and conditions and use other service terms and conditions provided in this chapter, for which he/she shall file an application to the Bank. Within a reasonable time after the application, the Bank shall make a decision, and in case of a positive decision, the Bank shall notify the Customer of the change in the service terms and conditions through the agreed means of communication, while the changed terms and conditions shall come into force after the notification. The Customer is aware that the transition to the new service terms and conditions shall automatically lead to corresponding changes in the fees due thereby and the service terms and conditions, to which he/she declares his/her consent.
11. When the banking service terms and conditions are changed at the request of the Customer (switching from **Standard Account** to other banking service terms and conditions provided in this chapter), the plastic card used by the Customer shall not be cancelled (except from transmission to “Minimal” when the plastic card is cancelled); rather, the benefits and services provided under the new service terms and conditions selected by the Customer shall be activated/deactivated on the card and go through the identification and verification process set by the legislation of Georgia.
12. Following the decision of Client and in exchange for paying the appropriate commission, the client is entitled to make the “Premium” set “Eco-friendly”, thereby the client will be involved in caring for the environment and transforming it into an Eco-friendly one. The client will also become a participant in ProCredit Bank's Eco-friendly initiatives and activities and will periodically receive information about the eco-activities conducted by the bank.

Article 29[8] - Basic Banking Products – Minimal (the title “Basic Banking Products - Minimal” will be replaced by "Banking Products Set - Minimal" from the 29.08.2024)

1. The Bank and the PI customer sign Agreement on the Use of Banking Products Sets - **Minimal**. During the entire period of using the product, the Customer is obliged to maintain Multicurrency Account and Internet Banking.
2. The Agreement on the Use of **Minimal** implies the automatic acquisition of the right to use the banking products and preferential rates included, in exchange for the payment of a commission fee for an individual banking product/service. This does not exclude the payment of a fee for an individual banking product/service at the rates established by the Bank.

3. To use individual banking products/services, the Customer shall additionally pay the commission fee established by the Bank for the time of using the relevant product/service.
4. By signing the agreement on the use of **Minimal** Client will be entitled to activate and use the following banking products (The tariff document disclosed on the bank's official website provides a detailed list of banking products):
   4.1. Multicurrency account (GEL, USD, EUR).
   4.2. Internet Banking registration and service without additional device.
   4.3. Telephone PIN code.
   4.4. SMS service registration and servicing (per 1 subscriber).
   The client has the right to refuse the activation of any of the products specified in subsections 4.3 or 4.4, in which case the service fee of "**Minimal**" will not change.
5. (deleted).
6. In case of depositing money to the Customer's account in a currency other than GEL, USD, or EUR, the Bank ensures the conversion and crediting of the amount to the Customer's account following the following procedure: The amount shall first be converted and credited to the Customer USD account. If the Customer does not have a USD account with the Bank, the amount shall be converted to EUR and credited to the Customer's EUR account, and if the Customer does not have any of the above currency accounts, the amount shall be converted to GEL and credited to the Customer's GEL account.
7. Conversion from one currency unit to another shall be made at the commercial exchange rate of JSC Procredit Bank applicable on the day of depositing money into the account.
8. (deleted).
9. In case of refusal of the service specified in this article or any of the products/services covered hereby (except from the exceptions specified in paragraph 4), the Bank may unilaterally terminate the relationship with the Customer and close the account; this will also lead to the unilateral termination of all/any agreements signed with the Customer. The Customer declares his/her advance consent to the mentioned condition, and his/her further acceptance for the termination of the legal relationship/agreement(s) with the Bank/closing of the accounts shall no longer be required.
10. The Customer using the **Minimal** may request a change in the service terms and conditions and use other service terms and conditions provided in this chapter, for which he/she shall file an application to the Bank. Within a reasonable time after the application, the Bank shall make a decision, and in case of a positive decision, the Bank shall notify the Customer of the change in the service terms and conditions through the agreed means of communication, while the changed terms and conditions shall come into force after the notification. The Customer is aware that the transition to the new service terms and conditions shall automatically lead to corresponding changes in the fees due thereby and the service terms and conditions, to which he/she declares his/her consent.
11. When the banking service terms and conditions are changed at the request of the Customer (switching from **Minimal** to other banking service terms and conditions provided in this chapter), the Customer shall order a plastic card according to the new service terms and conditions selected by the Customer and go through the identification and verification process set by the legislation of Georgia.

Article 29[9] - Banking Products Sets - Start

1. The Bank and the PI customer sign an Agreement on the Use of “Banking Products Sets - Start”. During the entire period of using the product, the Customer is obliged to maintain Multicurrency Account and Internet/Mobile Banking.
2. The Agreement on the Use of “Start” implies the automatic acquisition of the right to use the banking products and preferential rates included, in exchange for the payment of a commission fee for an individual banking product/service. This does not exclude the payment of a fee for an individual banking product/service at the rates established by the Bank.
3. To use individual banking products/services, the Customer shall additionally pay the commission fee established by the Bank for the time of using the relevant product/service.
4. By signing the agreement on the use of “Start” Client will be entitled to activate and use the following banking products (The tariff document disclosed on the bank's official website provides a detailed list of banking products):
   4.1. Multicurrency account (GEL, USD, EUR).
   4.2. Internet/Mobile Banking registration and service through one device.
   4.3. Plastic card (the client is entitled to order 1 (one) debit MasterCard card).
   4.3.a Digital Card (maximum 3 digital cards);

4.4. Withdrawal of funds at ProCredit Bank ATMs (GEL, USD, EUR);
4.5. Withdrawal of funds 5 (five) times within each calendar month from any other bank's ATM in Georgia with a MasterCard card– free of charge.
4.6. SMS service registration and servicing (per 1 subscriber).
4.7. Telephone PIN code.

The client has the right to refuse the activation of any of the products specified in subsections 4.3 - 4.7, in which case the service fee of the “Start” will not change.

5. In case of depositing money to the Customer's account in a currency other than GEL, USD, or EUR, the Bank ensures the conversion and crediting of the amount to the Customer's account following the following procedure: The amount shall first be converted and credited to the Customer USD account. If the Customer does not have a USD account with the Bank, the amount shall be converted to EUR and credited to the Customer's EUR account, and if the Customer does not have any of the above currency accounts, the amount shall be converted to GEL and credited to the Customer's GEL account.
6. Conversion from one currency unit to another shall be made at the commercial exchange rate of JSC Procredit Bank applicable on the day of depositing money into the account.
7. In case of using other/additional/new banking products/services in addition to the products/services provided for in paragraph 4 of this article, the Customer shall pay a commission fee for the use of other/additional/new banking products/services on top of the fee established by the Bank.
8. In case of refusal of the service specified in this article or any of the products/services covered hereby (except from the exceptions specified in paragraph 4), the Bank may unilaterally terminate the relationship with the Customer and close the account; this will also lead to the unilateral termination of all/any agreements signed with the Customer. The Customer declares his/her advance consent to the mentioned condition, and his/her further acceptance for the termination of the legal relationship/agreement(s) with the Bank/closing of the accounts shall no longer be required.
9. The Customer using the “Start” may request a change in the service terms and conditions and use other service terms and conditions provided in this chapter, for which he/she shall file an application to the Bank. Within a reasonable time after the application, the Bank shall make a decision, and in case of a positive decision, the Bank shall notify the Customer of the change in the service terms and conditions through the agreed means of communication, while the changed terms and conditions shall come into force after the notification. The Customer is aware that the transition to the new service terms and conditions shall automatically lead to corresponding changes in the fees due thereby and the service terms and conditions, to which he/she declares his/her consent.
10. When the banking service terms and conditions are changed at the request of the Customer (switching from “Start” to other banking service terms and conditions provided in this chapter), the plastic card used by the Customer shall not be cancelled (except from transmission to “Minimal” when the plastic card is cancelled); rather, the benefits and services provided under the new service terms and conditions selected by the Customer shall be activated/deactivated on the card.
11. If no maintenance fees are charged off the account for any reason independent of the Bank (e.g., the lack of funds on the account, seizure, debt collection, etc.) for 4 (four) consecutive calendar months and, at the same time, the Customer does not use an active term deposit/certificate of deposit and/or an active credit product (except for the one that is overdue for at least 90 (ninety) calendar days), the Bank shall automatically, without further notification or authorization of the Customer, replace the services under this article according to the "Standard Account" service provisions set out in Article 29^{7}.
12. Under the previous paragraph, the Customer having moved to the "Standard Account" service will continue being served under the "Standard Account" terms and conditions unless he requests to change the service.
13. The Customer having moved to the "Start" service may request moving to any basic banking product specified in Articles 29^{4} – 29^{10} of this document, for which he needs to apply to the Bank (an application to the Bank can be made in writing, through Internet Banking, etc.) and go through the identification and verification process set by the legislation of Georgia.
14. The customer shall file the relevant application during the Bank's working hours. The Bank will process applications made during non-working hours/days on the next working day.
15. Following the decision of Client and in exchange for paying the appropriate commission, the client is entitled to make the “start” set “Eco-friendly”, thereby the client will be involved in caring for the environment and transforming it into an Eco-friendly one. The client will also become a participant in ProCredit Bank's Eco-friendly initiatives and activities and will periodically receive information about the eco-activities conducted by the bank.

Article 29[10] - Banking Products Sets - Comfort

1. The Bank and the PI customer sign an Agreement on the Use of "Banking Products Sets - Comfort". During the entire period of using the product, the Customer is obliged to maintain Multicurrency Account and Internet/Mobile Banking.
2. The Agreement on the Use of "Comfort" implies the automatic acquisition of the right to use the banking products and preferential rates included, in exchange for the payment of a commission fee for an individual banking product/service. This does not exclude the payment of a fee for an individual banking product/service at the rates established by the Bank.
3. To use individual banking products/services, the Customer shall additionally pay the commission fee established by the Bank for the time of using the relevant product/service.
4. By signing the agreement on the use of "Comfort" Client will be entitled to activate and use the following banking products (The tariff document disclosed on the bank's official website provides a detailed list of banking products):
   4.1. Multicurrency account (GEL, USD, EUR).
   4.2. Internet/Mobile Banking registration and service through one device.
   4.3. Plastic card (the client is entitled to order 1 (one) debit MasterCard card. In addition, client is entitled to order 1 (one) VISA card).
   4.4.a Digital Card (maximum 3 digital cards);
   4.4. Withdrawal of funds at ProCredit Bank ATMs (GEL, USD, EUR);
   4.5. Withdrawal of funds 10 (ten) times within each calendar month from any other bank's ATM in Georgia with a MasterCard card– free of charge.
   4.6. SMS service registration and servicing (per 1 subscriber).
   4.7. Telephone PIN code.
   The client has the right to refuse the activation of any of the products specified in subsections 4.3 - 4.7, in which case the service fee of the "Comfort" will not change.
5. In case of depositing money to the Customer's account in a currency other than GEL, USD, or EUR, the Bank ensures the conversion and crediting of the amount to the Customer's account following the following procedure: The amount shall first be converted and credited to the Customer USD account. If the Customer does not have a USD account with the Bank, the amount shall be converted to EUR and credited to the Customer's EUR account, and if the Customer does not have any of the above currency accounts, the amount shall be converted to GEL and credited to the Customer's GEL account.
6. Conversion from one currency unit to another shall be made at the commercial exchange rate of JSC Procredit Bank applicable on the day of depositing money into the account.
7. In case of using other/additional/new banking products/services in addition to the products/services provided for in paragraph 4 of this article, the Customer shall pay a commission fee for the use of other/additional/new banking products/services on top of the fee established by the Bank.
8. In case of refusal of the service specified in this article or any of the products/services covered hereby (except from the exceptions specified in paragraph 4), the Bank may unilaterally terminate the relationship with the Customer and close the account; this will also lead to the unilateral termination of all/any agreements signed with the Customer. The Customer declares his/her advance consent to the mentioned condition, and his/her further acceptance for the termination of the legal relationship/agreement(s) with the Bank/closing of the accounts shall no longer be required.
9. The Customer using the "Comfort" may request a change in the service terms and conditions and use other service terms and conditions provided in this chapter, for which he/she shall file an application to the Bank. Within a reasonable time after the application, the Bank shall make a decision, and in case of a positive decision, the Bank shall notify the Customer of the change in the service terms and conditions through the agreed means of communication, while the changed terms and conditions shall come into force after the notification. The Customer is aware that the transition to the new service terms and conditions shall automatically lead to corresponding changes in the fees due thereby and the service terms and conditions, to which he/she declares his/her consent.
10. When the banking service terms and conditions are changed at the request of the Customer (switching from "Comfort" to other banking service terms and conditions provided in this chapter), the plastic card used by the Customer shall not be cancelled (except from transmission to "Minimal" when the plastic card is cancelled); rather, the benefits and services provided under the new service terms and conditions selected by the Customer shall be activated/deactivated on the card.

11. If no maintenance fees are charged off the account for any reason independent of the Bank (e.g., the lack of funds on the account, seizure, debt collection, etc.) for 4 (four) consecutive calendar months and, at the same time, the Customer does not use an active term deposit/certificate of deposit and/or an active credit product (except for the one that is overdue for at least 90 (ninety) calendar days), the Bank shall automatically, without further notification or authorization of the Customer, replace the services under this article according to the "Standard Account" service provisions set out in Article 29^{7}.
12. Under the previous paragraph, the Customer having moved to the "Standard Account" service will continue being served under the "Standard Account" terms and conditions unless he requests to change the service.
13. The Customer having moved to the "Comfort" service may request moving to any basic banking product specified in Articles 29^{4} – 29^{10} of this document, for which he needs to apply to the Bank (an application to the Bank can be made in writing, through Internet Banking, etc.) and go through the identification and verification process set by the legislation of Georgia.
14. The customer shall file the relevant application during the Bank's working hours. The Bank will process applications made during non-working hours/days on the next working day.
15. Following the decision of Client and in exchange for paying the appropriate commission, the client is entitled to make the “Comfort” set “Eco-friendly”, thereby the client will be involved in caring for the environment and transforming it into an Eco-friendly one. The client will also become a participant in ProCredit Bank's Eco-friendly initiatives and activities and will periodically receive information about the eco-activities conducted by the bank.

Section X - Acquiring Services
General Provisions on Acquiring Services

Article 30.

1. The terms used in this chapter have the following meanings:
   a) **Acquiring** - payment services offered by the Bank, including acquiring, E-Commerce (e-commerce terminal service), and platform E-Commerce services. These services are provided based on a contract signed with the recipient/customer (which, depending on the context, could include trading platform members and organisations/individuals using the platform). The services involve the receipt and processing of payment transactions using electronic-technical means, payment instruments, and other lawful methods, resulting in the transfer of funds to the recipient.

   a^{1}) Recipient/client - the person in whose favour the payment transaction is carried out.

   b) **Card instrument** – a payment instrument, including a payment card, mobile phone, computer or other technological device, where respective payment application is recorded/integrated and which enables the payer to initiate a card transaction.

   c) **Payment card** (hereinafter the card) – a category of e-payment instrument issued by the issuer, through which the payer can initiate a card transaction.

   c^{1}) **E-commerce terminal** – a virtual point-of-sale (POS) terminal (software) that is registered in the Bank's system. It is used to carry out card transactions for e-commerce outlets, as well as transaction cancellations and refunds in the online space.

   c^{2}) **E-commerce outlet** – a trade/service outlet that sells its goods/services through an e-commerce terminal.

   c^{3}) **Trading platform** – a form of e-commerce where different trade/service outlets sell their goods/services from a single website.

   c^{4}) **Trading platform organiser** – a commercial intermediary who manages the trading platform.

   d) **Payment application** – a software installed in the device or its equivalent, through which the payer can initiate a card transaction and give a payment order.

   e) **Issuer** - a provider that issues a payment instrument, through which a card/payment transaction can be initiated.

   f) **Card payment transaction** (hereinafter – the card transaction) - debit and credit transactions performed using a card instrument, including the card details, through the card infrastructure, according to the card scheme, on the basis of which the transaction amount is reflected in the card/credit card account or card balance is changed. Namely, the transaction of placing/depositing, transferring or withdrawing funds initiated by the payer or recipient;

g) **POS terminal** – an electronic software and/or technical equipment used 1) to withdraw money from the service provider's/bank's office; and/or 2) for making payments by card instrument in trade/service outlets, which may include cash withdrawals in addition to payment for goods/services (except for e-commerce transactions).

h) **Card receipt** - a document issued by an ATM or POS terminal, which confirms the payment for goods/services, the cash withdrawals through a card instrument or other card transactions, also provides the relevant information in case of any transaction failure.

i) **Offline transaction** - an operation that is confirmed or denied without contact with the issuer.

j) **Chargeback** - a financial claim filed by a card issuer against a bank for a refund of a card transaction made by a customer.

k) Other terms used in this chapter have the meanings defined by the legislation of Georgia.

2. The Bank shall provide the Customer with acquiring services on payments made via POS terminals issued to the Customer by the Bank, by means of Visa International and MasterCard International. The Customer shall pay fee to the Bank for each card transaction performed at the Customer's shop. The amount of fee shall depend on whether a transaction is performed with a card issued by ProCredit Bank or with a card issued by another bank.
   As per the agreement signed between the Bank and the Customer, the Bank shall also provide the Customer with E-Commerce and/or Platform E-Commerce services. This includes using an e-commerce terminal provided by the Bank, which acts as a virtual POS terminal (software) for conducting card transactions in the online space for the e-commerce outlet and handling cancellations and refunds.
   The rights and obligations outlined in this document for the Acquiring Agreement and POS-Terminal also apply to E-Commerce and Platform E-Commerce Agreements, the e-commerce terminal/virtual POS terminal, acquirer/receiver, and trading platform.
3. By signing the agreement, its appendices, and related contracts with the Customer, the Bank confirms that they have complied with all measures required by the Law of Georgia on Facilitating the Prevention of Money Laundering and the Financing of Terrorism, as well as related legislative acts and regulations issued by the Financial Monitoring Service and the National Bank of Georgia and have obtained reliable information about the Customer's activities.
4. The conclusion of an acquiring agreement between the Bank and the Customer implies that the Bank has obtained all the necessary permits and licenses from the relevant card schemes required to provide services to the Customer.
5. Rights and obligations of the Customer:

The Customer (including the trading platform/platform user) is obligated to:

5.1. Meet the legal requirements of the Bank relating to the provision of acquiring services, the protection of consumer rights, the security and protection of the user, card and other confidential information.

5.2. Compensate the Bank for any damage caused directly or indirectly, including but not limited to, any amount charged to the Bank and/or paid by the Bank due to the Customer's breach of agreement requirements, these regulations, Georgian legislation or relevant card systems. If a contract is signed with a trading platform, this obligation also extends to platform members or organisations/individuals using the platform. Payment shall be made immediately upon receipt of notification/request by the Bank, or within the period established by the Bank, or within the period determined by the agreement between the parties.

5.3. Before signing the acquiring agreement by the Customer, or making amendments/additions to the agreement, also at each renewal of the agreement, at the request of the Bank, submit all documents and provide all required information to the Bank, also allow access for the Bank representative to trade/service outlets in confirmation of the fact that the activity/service complies with the law.

5.4. Actually provide the services that are consistent with the scope of the Customer's activity specified in the acquiring agreement. The obligation includes the notification to the Bank, in writing or via Internet Bank, of any amendments or additions thereto or removal and/or cancellation of any part thereof, 10 (ten) working days before the changes. The amendments/additions described in this paragraph shall be valid after the relevant changes are made in the agreement.

5.5. During the monitoring conducted by the Bank, cooperate with the Bank and provide it with the requested information/documents, also allow the Bank representatives to inspect the inspection site, show him/her the service process and fulfil all legal requirements of the Bank arising from the monitoring purposes. Default on this obligation shall be interpreted as a violation of a significant requirement of the agreement and the Bank may suspend and/or terminate the acquiring agreement.

5.6. Follow the security rules and procedures for using the POS terminal and conducting card transactions. The Customer is responsible for any damages caused by improper observance of security measures and procedures, including and not limited to information loss, damage and/or access by third parties.

5.7. Attend and/or ensure that their employee(s) or individuals using the trading platform/their employees attend the training sessions organised by the Bank. The Customer shall also provide a suitable place for the training sessions as per the frequency and duration determined by the Bank. If there is a change in the employee who has access to the POS terminal and is responsible for card transactions, the Customer must inform the Bank in writing or through the Internet Bank within 10 (ten) business days. The Bank will not be responsible for any, including but not limited to, indirect damages caused by the Customer's failure to fulfil these obligations. The Customer shall be required to compensate the Bank for any damages resulting from their failure to meet these obligations.

5.8. Assist the Bank in investigating the cause of any disputed transaction. Provide relevant information immediately, also give the relevant authorized representative of the Bank unhindered access to the relevant device located within the facility held/owned by the Customer.

5.9. Before processing any card transactions, clearly display the transaction amount for the payer on the POS terminal screen. In the case of e-commerce, the transaction amount shall be visible on the screen of the device used for the transaction, such as a computer, phone, or tablet. If the transaction amount is not visible, the Customer shall not proceed with the transaction and must promptly notify the Bank about the issue.

5.10. The Customer/trading platform/individual using the platform is required to maintain a current account with the Bank for the entire duration of the agreement. This obligation includes opening the account, keeping it active, and paying any account maintenance fees set by the Bank. The Bank will credit the proceeds from the acquiring service to this account. If the account is closed, the Bank has the right to suspend or terminate the acquiring service and the agreement with the Customer.

5.11. Follow the safety rules for using the POS terminal:

a) make sure that no unknown device is connected to the POS terminal;
b) verify and make sure that no unauthorized or unknown transaction has taken place;
c) not transfer to any third party and not allow a third party or an employee (who has not undergone relevant training) access the POS terminal;
d) to eliminate the technical deficiency of the POS terminal, allow access only for a Bank employee or a person relevantly authorized by the Bank;
e) protect users' card data from damage, loss, unauthorized acquisition or other threats;
f) cancel the completed transaction only after presenting the relevant card;
g) comply with the requirements set forth in this Rule, the Agreement and the rules for using the POS terminal transferred by the Bank.

5.12. Not carry out or complete a card transaction that has already started if the card is expired, blocked or lacks standard card details, also if the card is suspicious or damaged.

5.13. If the transaction is performed using the card magnetic stripe, not allow the transaction to be completed if the signature on the card and the receipt do not match. Also, not allow a card transaction to be conducted using a magnetic stripe without the cardholder's signature.

5.14. In case of a suspicious transaction, ask the customer to present an identity document and not complete the transaction if the person presenting the card and the person holding the card are different.

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

5.16. Not to give a POS terminal to a third party. The Customer shall pay the Bank the total cost of the POS terminal if it is lost or given to a third party.

5.17. Accept valid Visa International and MasterCard International bank cards as means of payment, in compliance with Georgia’s legislation, card payment system rules, agreement requirements, and this document.

5.18. To check if the information printed on the POS card receipt is identical to the data printed on a payment card.

5.19. Keep card receipts, also information and documents related to card transactions within 3 years from the date of signing/creation and submit them to the Bank within 2 working days upon request. All the details mentioned in the above documents shall be read clearly. Card receipts shall be signed by the cardholders (cardholder signature is not required if the payment transaction is conducted using a PIN code).

5.20. To return POS terminal(s) to the Bank immediately but within no later than 10 (ten) business days if so requested by the Bank and/or in the case of termination of the agreement. In case of non-fulfillment of this obligation, the Bank is authorized to charge, and the Customer shall be obliged to pay a penalty of 0,5% of the remaining Bank-owned POS terminal value per each day in arrears.

5.21. Keep confidentiality of any information related to card transactions. This obligation implies that the Customer's employees must also keep confidentiality of information.

5.22. To perform a transaction only in the presence of the Cardholder/Card User and/or with his/her consent. Identify the cardholder/Card User by PIN code, signature, by identification documents if required, and not allow use of the card by an unauthorized person.

5.23. In case of return of goods and/or refusal of service in connection with a card transaction incorrectly performed by the cardholder or the Customer, with the consent of the Customer to the return and/or refusal, conduct a credit transaction on the card. In such a transaction, the Customer shall not be allowed to issue the amount in cash. For similar cases, the rules and instructions for the counter-transaction to be made by the Customer on the POS terminal are given in the manual for using the POS terminal and the Customer shall follow the relevant procedure.

5.24. Ensure that the turnover specified in the special provisions (Articles 31 and 32 of this document) is maintained at each POS terminal. (This requirement does not apply to online acquiring).

5.25. If the Customer and his/her employees have come into possession of the Bank's confidential information during the term of this Acquiring Agreement, not to disclose this information and not to use it for their own or a third party's purposes or for any other purposes.

5.26. The Customer and its employees, who have received the Bank's confidential information within the acquiring services, are obligated not to disclose and not to use such information for own or any third party's personal or other purposes. This obligation shall be valid even after the suspension/termination of the agreement concluded between the Bank and the Customer, also after the termination by the Customer of the employment/service contract with its employee. The Customer shall take into account the above obligation in the agreement concluded and/or to be concluded with its employee and shall be responsible for any damage that occurs due to the violation of this obligation directly or indirectly.

5.27. Shall not change a price on goods/services, if the payment is done by using Card, not Cash.

5.28. Shall not provide false information to cardholder about the malfunction of POS terminal in order to avoid the use of POS terminal. The Bank reserves the right to make controlled purchases at the Customer's trade facility in order to monitor compliance with this obligation and the Customer agrees to allow this.

5.29. Not conduct the purchase of goods/services through an e-commerce platform in offline mode.

5.30. Adhere to the minimum security requirements set by the Bank for the website hosting online acquiring services; ensure that the website of the online acquiring service complies with the Bank's requirements and regularly update the software to meet these requirements.

The Customer shall be authorized to:

5.29 Refuse to perform a card transaction if it considers the transaction to be suspicious, also if the card is expired, blocked, damaged or lacks standard card details, has no signature (in the presence of the appropriate field, in case of the magnetic stripe transaction) and in other cases.

5.30. Request and have access to the transactions conducted in its favour by visiting the Internet Bank and/or the Bank branch (service point). This type of access allows the Customer to calculate, at any time, the fee to be paid and compare it with the transactions recorded in its internal system.

5.31. Request appropriate training for the replaced/new employee and do not allow the employee to work with the POS terminal before the training.

5.32. Receive technical services/support from the Bank as part of the acquiring and resulting services.

5.33. Require the Bank to fulfil its obligations under the agreement and the legislation of Georgia.

6. The Bank is authorized to:

6.1. Require the Customer to submit any information, document that confirms the legality of its activities and its ability to ensure the protection of card transactions and card transaction data.

6.2. Independently, at its own discretion, determine the periodicity of monitoring of the Customer, trade/service outlet.

6.3. If the machinery available at the trade/service outlet and the condition of the outlet is insufficient to protect user, card and other confidential information, require the Customer to purchase and install additional

equipment, if necessary, and take additional security measures, non-compliance with which shall be the grounds for suspension or termination of the acquiring agreement.

6.4. Reduce the sums deposited to the Customer's account by chargeback amounts (a chargeback is a financial claim by a card issuer against the Bank regarding the return of a card transaction amount by the Customer; such a claim arises, for example, if the cardholder rejects a transaction on his/her account, etc.) unilaterally, at any time, without the Customer's additional consent and notification. And, if the funds available on the Customer's account(s) are not sufficient to fully cover the chargeback claims, the Bank may, at its own discretion, without the Customer's additional consent and notification, block the Customer's accounts for as long as the chargeback claim is fully repaid, also deduct unlimited amounts available on/transferred to the Customer's accounts until the debt is fully repaid.

6.5. In the circumstances provided for in the previous paragraph, if the Customer does not timely repay the claim amount received in the form of a chargeback, the Bank may to charge and the Customer shall pay a penalty of 0.5% of the outstanding amount per each day in arrears.

6.6. The Bank may, without limitation and prior agreement with the Customer, report to the card payment system and/or law enforcement authorities and/or members of the card payment system about any suspicious, illegal, or non-agreed actions by the Customer related to the use of the card. This is done to prevent possible fraud or the legalisation of illicit income.

6.7. With or without prior agreement with the Customer, at any time, conduct inspections at the Customer's trade/service outlets to control the operation of the POS terminal and the Customer's fulfilment of contractual obligations or the legislation of Georgia.

6.8. Except in the cases listed in this chapter, suspend the provision of services and/or reimbursements to the Customer in the following cases:

6.8.1. Upon receipt of information about fraudulent, false, unlawful, illegal, unsanctioned and/or unauthorized transactions, for the period of investigation of the circumstances and elimination of the grounds for suspension;

6.8.2. If a transaction performed using the POS terminal is disputed by the cardholder, the card issuer, or the card payment system until the matter is clarified and resolved, but no later than before the expiration of the complaint review period established by this chapter;

6.8.3. If the Customer's actions negatively impact the interests of the Bank and/or the card payment system;

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

6.8.5. if the Customer fails to provide adequate information, documents and warranties to protect the legality of its business, also the card instrument and card transaction data. In this case, the service shall be suspended until the Customer fully meets the above requirements, but no longer than the period specified by the Bank. After the expiration of that period, the Bank is authorized to terminate the existing service or not to sign a new agreement;

6.9. If, at the time of notification of the circumstances under subparagraphs 6.8.1. and 6.8.2 by the Bank, the amounts have already been disbursed to the Customer, debit the relevant amount from the Customer's accounts, as per the rule established herein; the debited amounts shall be returned to the Customer as prescribed by the law and in the terms specified in this agreement, if the circumstances under subparagraph 6.8.1 are not confirmed within 180 days and/or the objection under subparagraphs 6.8.2 turns out to be groundless.

6.10. In case the Bank and/or the international card payment system confirm that fraudulent, counterfeit, unsanctioned, and/or unauthorised transactions have been made with the card (regardless of whether or not the time specified in subsection 6.8.1 has elapsed) and/or the complaint/objection specified in subsection 6.8.2 turned out to be sound, the Bank reserves the right to suspend services to the Customer and withhold reimbursement of funds. If funds have already been reimbursed and not yet deducted according to subsection 6.9, the Bank may also deduct the corresponding amounts from the Customer's accounts as outlined in this document.

6.11. Upon the Customer's request and submission of appropriate evidence, appeal the complaint/objection described in subsections 6.8.1 and 6.8.2 of this document in line with the regulations of the international card payment system.

6.12. Suspension and/or termination of services, as well as suspension and/or termination of payment, may occur based on the grounds specified in this article and following relevant legislation of Georgia and/or the card payment system.

6.13. Independently assess whether any transactions carried out by the Customer through the card payment system comply with this document, the laws of Georgia, and the regulations set by the card payment system. The Bank may unilaterally decide how the transaction amount will be credited into the Customer's bank account or accounts.

6.14. Block the amount of a transaction made by the Customer using the card payment system on the Customer's bank account(s) without additional notice (if providing information about the block is not allowed for reasons related to security or as required by the legislation of Georgia).

6.15. Modify/remove the Customer's POS terminal or delete the software (virtual POS terminal).

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

6.17. The Acquiring Service Agreement and Agreement on Activation of POS Terminal Pre-Authorisation Function (hereinafter Pre-Authorisation Agreement) may also terminate if:

6.17.1. The Customer does not refund the chargeback amount charged on the Customer's account within 10 (ten) working days from the date of chargeback;

6.17.2. The Customer grossly or at least twice during a calendar year violates the rules established by the acquiring service agreement and/or POS terminal pre-authorisation function activation agreement, this document and/or the card payment system;

6.17.3. The Customer or any party to Security Agreement breaches the obligations assumed by Security Agreement(s);

6.17.4. The value of property mortgaged under Security Agreement reduces for reasons independent of the Bank, or the risk of such a reduction arises, and the Customer does not provide adequate collateral or does not fill up the existing collateral within a period specified by the Bank in a written notification to the Customer;

6.17.5. The terms and conditions set forth in Article 31 of this Document are violated;

6.17.6. At mutual written agreement between the parties, at any time;

6.17.7. In other cases provided for by this document, the legislation of Georgia, the rules established by the card payment system.

6.18. In case of suspension/termination of the pre-authorization function of the POS terminal by the bank, the Bank shall notify the client a reasonable time in advance of the suspension/termination, according to the terms and conditions established by this document and through any contact channel agreed between the parties. In addition to the above, if the client has an unpaid debt to the bank, the Bank shall notify the client of the amount of the debt within 5 (five) working days from its origination. The customer is obliged to repay the debt immediately or within the period specified in the notice. The notification shall be sent in the terms and conditions established by this document and to the contact channel agreed upon between the parties.

6.19. Upon receipt of the notice, the Customer shall pay the debt immediately or within the time limits specified in the notice. Otherwise, Bank is entitled to apply to the court as required by law claiming to sell the property (if any) mortgaged in security for obligations.

6.20. If the obligations arising from Pre-Authorisation Agreement are secured by Security Agreement on obligations secured by funds available on the account and the Customer breaches the contractual obligations, Bank is entitled to fully satisfy its claim from the collateral unilaterally, without the Customer's additional consent or notification, at any time and for multiple times.

6.21. During the period of termination of Pre-Authorisation Agreement, Bank is entitled to block funds deposited into the Customer's account until such time as the Customer/Mortgage Owner fully fulfills the obligations under the relevant agreements.

6.22. In the event of termination of Pre-Authorisation Agreement and cancellation of pre-authorization feature, Bank is entitled to not issue a letter/consent of termination/cancellation of Security Agreement, also maintain the funds available on the collateral account, until 180 (one hundred and eighty) days or the term established by law expires.

6.23. If any breach of Pre-Authorisation Agreement and obligations assumed thereunder takes place during the term defined in paragraph 6.22 hereof starting from cancellation/termination of pre-authorisation, due to which the Bank is authorized to satisfy its claim from the collateral, not issue a consent of termination/cancellation of Security Agreement or not transfer funds from the collateral account into the Customer's current account and fully satisfy its claims from the funds available on the collateral account and/or mortgaged property.

6.24. If no breach of Pre-Authorisation Agreement and obligations assumed thereunder takes place during the period set forth in the preceding subparagraph, the Bank shall be liable to issue a letter of release of collateral

and/or transfer funds from the collateral account into the Customer's current account within 5 (five) business days from written application of the Customer or collateral owner. Accordingly, the fee for cancellation of right in the Public Registry shall be paid by the applicant.

6.25. If court or enforcement proceedings have been initiated because of non-payment of debts, any expenses incurred shall be covered by the proceeds from the sale of the mortgaged property. If the proceeds from the mortgaged property are not sufficient to fully cover the claim, the secured claim shall not be considered fully satisfied but shall be considered satisfied only to the extent of available funds, while the obligation for the remaining non-satisfied claim shall remain valid.

7. The Bank shall be obligated to:

7.1. Provide the Customer with the necessary information and means to receive payments by the card instrument.

7.2. Conduct relevant training for the Customer, or an employee or employees specified by the Customer, retrain new employee(s) before starting work with the POS terminal, in accordance with significant changes in the POS terminal software, also at the request of the Customer.

7.3. If conducting the training under the decision of the Bank, provide information to the Customer about the content of the training and other data in advance, before the start of the training, through any communication channel agreed.

7.4. Periodically check the fulfilment of the obligations undertaken by the Customer.

7.5. If the Customer breaches the obligations under the agreement, consider terminating the agreement and the service.

7.6. Within 5 (five) working days after signing the agreement, transfer and install the POS terminal, which is the property of the Bank and will be transferred to the Customer for use during the relevant period of the agreement. At the transfer-installation of the POS terminal(s), a relevant delivery and acceptance certificate shall be concluded by and between the Bank and the Customer/Customer representative. The Bank shall fulfil the obligation assumed under this paragraph if the trade/service outlet where the POS terminal is to be installed fully meets the standards set for the installation and safe use of POS terminals and the security of data.

7.7. Have the necessary permits from the relevant card schemes to carry out the activity

Additional terms of the Acquiring Service:

8. The Customer is authorized to receive technical assistance/support from the Bank, within the scope of acquiring and related services; its cost is included in the commissions paid by the Customer.
9. The Bank is not responsible for any delay in transferring funds to the Customer's account during the reimbursement process if the delay is caused by third parties (including seizure, debt collection, or any other type of restriction) and/or the card payment system.
10. The Bank shall not be held responsible for any temporary failure of POS terminal communication systems which is beyond its control. The Bank shall not be liable for non-fulfilment of the requirements specified in this Agreement due to a state of emergency, war or other force majeure, if such circumstances had a direct impact on the Bank's performance of its obligations, as well as in the case of the NBG restrictions on transactions based on special circumstances and/or for the purpose of stability of the financial system.
11. If disbursement of the amount of card transactions at a Customer's trade/service facility is delayed, the Customer shall be authorized to impose, and in such case the Bank shall be obliged to pay, a fine amounting to 0.5% of the amount due for each day of delay.
12. In the case of delays in the settlement of any type of financial liability, the Bank shall be authorized to impose and in such case the Customer shall be obliged to pay a fine amounting to 0.5% for each day of delay.
13. The Customer shall be responsible for keeping, maintaining and taking care of the POS terminals, and therefore, the Customer shall be fully responsible for the loss, partial and/or total damage of a POS terminal, regardless of the person who lost or damaged the POS terminal (the Customer's representative/employee or a third party). In the case of damage or loss of a POS terminal, the Customer shall be obliged to pay the Bank damages caused by partial and/or total damage or loss of the POS terminal in the amount of remaining value of the device but no less than GEL 200 (two hundred).
14. Penalties/fines shall be considered in the calculation of damages. The imposition or payment of a penalty or fine does not exempt the party from full compensation for the damage caused.
15. The Customer shall be responsible for unauthorized access to POS terminal statements, card transaction statements (receipts), as well as payments with counterfeit or stolen cards.

16. The Customer shall be financially liable to the Bank for all transactions carried out at the trade/service facility, including transactions stipulated in preceding paragraph of this article.
17. Reimbursement of the transaction amount by the Bank to the Customer does not imply that the Bank recognises the transaction as legal. If an investigation by the Bank, law enforcement authorities, or the card payment system reveals that the transaction is unlawful or illegal, there will be appropriate consequences.
18. The Customer assumes payment liability and, for this purpose, authorizes the Bank, for the day of receipt of statements from the International Payments System (Visa and MasterCard) and/or the issuer bank, and/or at the due date of payment in favour of the Bank, International Payments System (Visa and MasterCard), issuer bank or third party, to debit without acceptance the amount in favour of the Bank, International Payments System (Visa and MasterCard), issuer bank or third party, in conformance with the terms/conditions of the agreement/this document, from the Customer's bank account(s) indicated in the agreement, as well as from the Customer's other account(s) with the Bank, as per the rule established herein; in particular:
    18.1. Bank commissions stipulated by the agreement(s) and/or this document, fines, penalties and/or any type of other payment;
    18.2. Amounts debited to the Bank upon request of the card payment system, the card issuer, a third party, or based on the cardholder's application. These debits are related to transactions made in the Customer's trading or service facilities using the card and may include chargeback amounts.
    18.3. Amounts resulting from credit transactions with a payment card (return of goods, services, etc.).
    18.4. Compensation of expenses incurred by the Bank in connection with the processing, appeal or other procedures of chargeback.
    18.5. All compensations, exchange rate differences, fines, penalties and other amounts resulting directly or indirectly from card transactions.
    18.6. Damages incurred to the Bank due to violation of the agreement and this document, the card payment system, and the current legislation of Georgia.
19. Any issues not covered by the agreement and this document will be resolved according to the current legislation of Georgia and the rules of the card payment system..
20. If the parties are unable to make payments during the periods mentioned in the General Terms, article 4 of this document ("Termination of the Agreement"), the parties agree that the payment term shall be 180 (one hundred and eighty) days from the date of the last card transaction.
21. Under agreement between the parties, acquiring services and the Customer's obligations arising therefrom may be secured by real property owned by the Customer or any third party (mortgage agreement) and/or Security Agreement on obligations secured by funds available on the account, for which relevant additional agreements/covenants shall be concluded.
22. The terms and conditions set out in this document are further applicable to mortgage agreement and Security Agreement on obligations secured by funds available on the account.
23. Any dispute and/or disagreement between the parties shall be settled by mutual agreement. In case of failure to reach an agreement, the dispute and/or disagreement shall be resolved by the general courts of Georgia.
24. Any electronic signature, confirmation of the transaction by the signatory through Internet Bank, agreed mail address and/or any other reliable communication channel agreed between the parties, shall have the same legal force as the personal signature on a paper document and the transaction shall be valid from the moment of confirmation. Confirmation of the transaction in this form must not be disputed because of the absence of a physical signature on the paper document.
25. The fee payable by the Customer from the payments made using the POS terminal shall be calculated from each transaction made with the appropriate type of card at the POS terminal, at the interest rate specified in the agreement between the Bank and the Customer.

Special Provisions on Acquiring Services

Article 31. Standard Acquiring Agreement

1. The Bank and the Customer enter into a **Standard Acquiring Agreement.**
2. Following expiry of a grace period set by the agreement, for each month in which GEL 4000 (four thousand) turnover is not registered at a POS terminal indicated in the agreement, the Customer shall pay to the Bank a fixed monthly commission of GEL 20 (twenty), in addition to the commission fee set forth in this document and/or agreement. These commissions shall be paid by the Customer in every month in which the turnover registered is

lower than the figure mentioned in this article. Commissions shall be paid on a monthly basis, on the date which corresponds to the date of the agreement.

3. If, on the basis of the Standard Acquiring Agreement, the Customer has been issued more than three POS terminals, the commission payment shall be GEL 10 (ten) instead of GEL 20 (twenty) per POS terminal in the presence of the conditions mentioned in paragraph 2 of this article.
4. For the purposes of this article, calculation of months shall start from the date of the agreement.

Article 32. Seasonal Acquiring Agreement

1. The Bank and the Customer enter into a **Seasonal Acquiring Agreement**
2. If the annual turnover of GEL 48,000 (forty-eight thousand) is not registered at a POS terminal indicated in the agreement, in addition to the commission fees established by **this document** and/or agreement, the Customer shall pay to the Bank a fixed commission of GEL 20 (twenty) for each shortage of GEL 4,000 (four thousand) in the established annual turnover (GEL 48,000). These commissions shall be paid by the Customer in every year in which the turnover registered is lower than the figure mentioned in this article. Commissions shall be paid on an annual basis, in the month and on the date which correspond to the month and date of the agreement.
3. If, on the basis of the Seasonal Acquiring Agreement the Customer has been issued more than three POS terminals, the commission payment shall be GEL 10 (ten) instead of GEL 20 (twenty) per POS terminal in the presence of the conditions mentioned in paragraph 2 of this article.

Article 32[1]. Consideration of disputed transactions and disputes

1. The Bank shall consider the complaint about an unauthorized transaction filed by the issuer in connection with the transaction conducted in Georgia with a Georgian card instrument.
2. The term for consideration of a complaint about a transaction carried out in Georgia with a Georgian card instrument shall be 15 (fifteen) business days after filing the relevant complaint to the Bank. This period may be extended under agreement with the issuer only in the presence of special and objective circumstances but no more than 25 (twenty-five) business days. The deadline will start from the next working day after filing the complaint.
3. The Bank shall investigate the cause of any disputed case, transaction, incident, unauthorized transaction after receiving information of it and/or within the timeframe established by the National Bank of Georgia.
4. If the disputed unauthorized transaction is conducted through the POS terminal of JSC ProCredit Bank, the Bank is authorized, if necessary, to contact the Customer and receive all the necessary information, documents and records related to the disputed transaction.
5. Upon the provision of the relevant information/documents/records by the Customer, within the timeframe established in this Article, the Bank shall make the relevant decision to satisfy the complaint (in whole or in part) or reject it, and shall give relevant notification to the complainant.

Section XI – Drop box service

Article 33. Agreement on depositing money through the drop box (“drop box”)

1. There is an agreement made between the bank and the Customer “on depositing the money through the drop box (“drop box”)”.
2. A drop box card will be used for using the drop box, which is a non-personalized card. The card can be identified with a unique number assigned to it.
3. The daily limit for cash deposits via the Drop Box shall be determined under Annex to the Agreement. The limits in the Annex are given in GEL; and in case of USD or EUR, the limits shall be determined according to the exchange rate established by the National Bank of Georgia at the time of transaction. The amount of money deposited via the Drop Deposit Box during a calendar day shall not exceed the customer limit specified in the Annex to the Agreement, regardless of the amount of limits specified in the same Annex for card users. Furthermore, the Bank may reduce/change the limit of cash deposits via the Drop Deposit Box, at any time, without additional consent of the Customer, at its own discretion, unilaterally and multiple times, and inform the Customer through the agreed means of communication (SMS, Internet Bank, telephone call, etc.).
4. The Annex specifies the following information: the Customer’s name, surname/title, but in case of a legal entity, also the identification code, name and surname of an authorized person and a personal ID number; information

about each card of the drop box: the card number, name and surname, also the ID number of a Cardholder, the Customer's upper and lower limits, the card's upper and lower limits, and accounts linked to the card.

5. Pursuant to the Customer's request, new Annexes can be made, which shall be attached to the agreement signed between the parties as its inseparable part.
6. The Customer acknowledges that the bank has relevant software for controlling the card usage, also has cameras to monitor the process of depositing money through the drop box. The bank is authorized to use the record of the camera as a piece of evidence in case of any dispute or disagreement, based on the needs;
7. The Customer and/or his/her representative (among them the Cardholder) are not present when the bank counts the money deposited by the Customer.
8. The bank should:
   8.1. If overspending takes place, the Bank shall inform the Customer of the fact of overspending immediately, within the technical arrangements of the Bank, but no later than 5 (five) working days, through any means of communication. Besides, the Bank shall not be responsible for the breach of this obligation if it is impossible to contact and provide information to the Customer through the fault of the Customer, or if the addressee has changed the contact information and has not notified the Bank.
   8.2. By notifying each fact of overspending, the Bank provides the Customer with information about the fact of overspending, the total amount of overspending, the interest rate and the possible penalties or other costs that may be charged to the Customer.
   8.3. The Customer shall immediately notify the Bank of any change in contact information. The Bank shall not be responsible for the breach of this obligation if it is impossible to contact and/or provide information to the Customer through the fault of the Customer, and/or if the Customer has changed the contact information and has not notified the Bank.
   8.4. Inform the Customer whenever the loss or surplus amount is discovered;
   8.5. Prepare the drop box card(s) for those Cardholders, who are specified by the Customer in the Annex. Number of cards is not limited, besides; only one card can be activated per one Cardholder.
   8.6. Give the drop box cards directly to the Cardholder.
   8.7. Suspend services and do not make false, fraudulent, illegal or unauthorized transfers or do not make transfers that may violate the terms and conditions of the Drop Box, or do not make transfers that may directly and/or expressly damage the Bank interests. The Bank shall not be held liable for the service suspension/delay in operations on the above-mentioned grounds.
9. The Customer Should:
   9.1. Ensure that the Cardholder have read the Agreement and abide by its terms and conditions.
   9.2. Ensure reliable Cardholder are selected to whom the drop box cards will be given.
   9.3. Take sole responsibility to the Bank for the loss caused by the card user depositing cash. Besides, if overspending takes place, the Customer shall reimburse the overspent amount to the Bank immediately, upon receipt of the relevant notification from the Bank, but no later than the deadline specified in the notification. Interest accrual on the overspent amount shall start 2 (two) calendar days after the notification in the amount of 36% (thirty-six per cent) per annum until the full repayment of the debt. The Bank is also authorized to charge the Customer a penalty of 0.5% of the amount overspent per each day in arrears. Penalty accrual shall continue until the full repayment of the amount overspent, but no later than 90 calendar days.
   9.4. Before each card user deposits cash via the Drop Box, ensure that cash is counted and deposited only with the purpose of correct/proper use of the product mentioned on the Drop Box screen (not allow overspending, including the inaccurate difference between the amount deposited and the amount specified). Ensure that the card user has got familiar with and follows the rules of using the Drop Box as provided for by the Agreement. If the Customer violates this obligation.
10. The Customer is authorized:
    10.1. Per its discretion, determine the number and identity of Cardholders;

10.2. Request the bank to annul and/or block the drop box card issued to a Cardholder any time (by a phone call or after visiting the branch in person), also, restore/unblock the blocked drop box card (only after visiting the branch in person);

10.3. Request adding another Cardholder.

11. The card will be annulled, if the card is not unblocked and taken within a month since ordering and/or blocking the card.

12. The Agreement is made for an indefinite time.

13. The Agreement can be terminated any time based on a written notification of a party.

14. If the Customer and/or Cardholder violates the provisions of the Agreement, the product use is suspicious, potentially fraudulent, non-purposeful or incorrect, the Customer has any debt to the Bank, the product is restructured, or the provisions of paragraph 9.4 of this article are violated, the Bank shall be authorized to terminate the Agreement unilaterally, without any prior notice.

15. Actions committed by the parties before terminating the Agreement will remain in legal force after terminating the Agreement. The party's obligations which arouse before terminating the Agreement shall be fulfilled by each party even after annulling the Agreement, in accordance with the rules and conditions stipulated in the Agreement.

Section XII – Money Transfers

Article 34. Fast money transfers – InteliExpress

1. InteliExpress serves as an international money transfer system that facilitates the swift sending and/or receiving of funds across various countries worldwide.
2. Money transfer withdrawals at JSC ProCredit Bank are exclusively available to individuals who maintain an account with the Bank. Clients are not permitted to initiate money transfers.
3. Money transfers may be withdrawn both within the territory of Georgia and from locations outside the country.
4. A comprehensive list of countries from which money transfers can be withdrawn, along with the applicable fees, will be made accessible through the Bank's digital service channels and on the official website at www.procreditbank.ge. The Client acknowledges that the Bank retains the right, at its discretion and without the necessity of obtaining the Client's further consent, to restrict the withdrawal or receipt of money transfers from specific countries. Furthermore, the Bank may elect to add additional countries to the approved list as it sees fit.
5. The Bank is authorised to establish a service fee for the money transfer withdrawals. Information regarding this fee will be made available through the Bank's digital channels and within the tariff document, which can be accessed on the Bank's official website. The Client is required to review the applicable fee for each money transfer withdrawal prior to executing the withdrawal. Accordingly, by proceeding with the withdrawal, the Client affirms that he or she has acknowledged the fee associated with the transaction.
6. In order to complete the money transfer withdrawal, the Client must possess the unique code associated with the transaction.
7. The money transfer withdrawals using digital channels are permitted at any time.
8. For domestic money transfers, withdrawal may be conducted in the following currencies: Georgian Lari (GEL), Euro (EUR), and United States Dollar (USD). In the case of international money transfers, withdrawal may be carried out in Euro (EUR), United States Dollar (USD), and British Pound Sterling (GBP).
9. In the event that the Client does not have an account denominated in the currency of the money transfer, the transfer may be withdrawn through conversion to an account in the currency specified by the Client. The Client shall incur no additional fees for the conversion process.
10. The number of money transfer withdrawals permitted per Client is restricted to a maximum of three (3) money transfers each day. Additionally, the monetary limit for each transfer shall not exceed USD 20,000 or its equivalent in the relevant currency, based on the official exchange rate set by the National Bank of Georgia at the time of withdrawal.
11. JSC ProCredit Bank (ID No. 204851197, with the address at No. 21, Al. Kazbegi Ave., Tbilisi, Georgia) will collect and process information regarding income derived from money transfers, which will be submitted to the Credit Information Bureau in accordance with the stipulations set forth by Georgian legislation. This information on income from money transfers is processed for the purpose of evaluating the customer's creditworthiness and will be accessible to lending institutions that are part of the Credit Information Bureau, as per the procedures established by applicable law.
Upon the request of the data subject or customer, the data controller shall rectify, update, supplement, restrict, delete, or destroy any data that is incomplete, inaccurate, outdated, or was collected and processed in contravention of legal regulations.

12. In the event that the Client declines to provide their information to the Credit Information Bureau, they are required to complete the appropriate application form (Customer's Refusal to Provide Data to the Credit Information Bureau) through the designated digital channels prior to each withdrawal.

Section XIII - Instant Payments 24/7

Article 35 - Instant Payments

1. The Instant Payment System facilitates real-time settlement transactions between payers and payees, enabling immediate fund transfers at any hour. The system permits clients to execute transfers of funds with no frequency restrictions to beneficiaries who bank with other participating institutions (such as commercial banks and microbanks licensed by the National Bank of Georgia), using a mobile phone number. Access to the Instant Payment System is restricted to users of the Mobile Banking application provided by JSC ProCredit Bank.

2. Transfer operations via the Instant Payment System are exclusively available to individuals with an active account, excluding individual entrepreneurs from this eligibility requirement.

3. The client acknowledges and consents that the Instant Payment System is limited to specific types of transfer operations. These operations are permitted solely for personal fund circulation between the payer and the recipient and are explicitly not intended for commercial transactions related to the acquisition of goods and/or services.

4. Funds can be transferred exclusively via the verified mobile number of the recipient, as verified by their respective banking institution or microbank.

5. If the client is the designated recipient of the funds, the transfer will be executed to the client's pre-selected Favourite Account in the applicable currency. Should the client lack a designated Favourite Account, the Bank will direct the funds to the most recently opened account by the client in that same currency.

6. The list of banks participating in the Instant Payment System is accessible through the client's Mobile Banking application. Clients acknowledge that this list is subject to change at any time. It is the client's responsibility to verify the current list of approved banks prior to initiating any transaction.

7. The Bank reserves the right to establish a service fee for transactions executed via the Instant Payment System. Detailed information regarding this fee can be accessed through the Mobile Bank application and the Tariffs documentation available on the Bank's official website, www.procreditbank.ge. It is the Client's responsibility to review the transfer fee before initiating any transactions. By proceeding with the transfer, the Client acknowledges that they have informed themselves of and consented to the stipulated fee.

8. Transfer operations through the Instant Payment System are supported in the following currencies:

8.1. Georgian Lari (GEL) - the national currency;

8.2. United States Dollar (USD);

8.3. Euro (EUR).

9. A one-time fund transfer via the Instant Payment System is permitted only within the monetary limits defined by the Bank. Detailed information regarding these limits, including applicable currencies and units, will be accessible in the Mobile Bank application and on the Bank's official website at www.procreditbank.ge. Clients are required to review and understand these established limits prior to initiating any fund transfers.

10. The Bank maintains the discretion to decline a money transfer or receipt operation under the following circumstances:

10.1 The mobile phone number specified in the payment order is not verified.

10.2 The verified mobile phone number specified in the payment order is linked to the accounts of multiple individuals. In this case, the bank is unable to independently determine which account should receive the funds.

10.3 Should the transfer operation fail to comply with Georgian legislation and/or the Bank's internal policies and protocols.

10.4 If the client's account balance is insufficient to complete the transaction.

10.5 In cases where the transaction amount exceeds the designated limits for a single transfer.

10.6 If there is a public legal restriction, lien, or garnishment on the client's account/accounts, unless exceptions are stated in Georgian law.

11. In the event of a money transfer operation being declined, the client will be promptly notified via the Mobile Banking application. This notification will be dispatched without undue delay, and in any case, no later than the established deadline for processing the payment order.