



პროკრედიტ ბანკი
ProCredit Bank

Georgia



Banking Services Conditions



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Book I
Section I
Introduction

Article 1.

1. The conditions of banking services (hereafter “Banking Services Conditions ” or “this document”) regulate the relationship between ProCredit Bank (“Bank”) and its Customer(s), form an integral part of the agreements between the parties (“agreements”) and define the content of banking services/products to be provided on the basis of the agreements concluded between the parties, all terms and conditions and all rights and obligations of the parties.
2. This document consists of General Terms and Specific Terms.
3. The General Terms set forth the regulating provisions which are common for all services/products listed under the Specific Terms of this document and likewise for all the agreements concluded on services/products.
4. The Specific 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 on the delivery of each service/product indicated in the Specific Terms part; this document is an integral part of such agreements, and therefore the conditions of banking service set forth in this document are fully applicable to the agreements concluded by the parties. The agreement is concluded for an indefinite term, unless otherwise stated in the agreement itself.
5. Each banking service/product set forth in the Specific Terms part may be governed by general and specific provisions.
6. The content of the agreement, the conditions of banking service and the rights and obligations of the parties are mainly defined by the Specific Terms (specific and general provisions), and then by the General Terms of this document. Issues which are not regulated by the Specific Terms are governed by the General Terms of this document.
7. With regard to the regulation of specific banking services/products mentioned in the Specific Terms, consideration is given first to the provisions specific to each banking service/product, and then to the general provisions relevant to each banking service/product.
8. Both parts (General Terms and Specific Terms) are considered together as an integral whole and are equally binding for the parties.
9. The conditions of banking service are of a contractual nature and are binding for the parties.
10. The conditions of banking service are provided in the Bank offices, as well as on the Bank’s website www.procreditbank.ge and Customers can easily familiarize themselves with them.

Book II
Section I
General Terms

Article 2.

1. The Customer may be a physical person or a legal entity, or a subject (of any type) or an organizational structure envisaged by Georgian Legislation, 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 Customer is authorized to request execution of operations established by the Bank Rules.
4. For the banking service delivered or banking product used, the Customer pays a fee established by the Bank, different commission(s) and/or other payments in amounts established by the Bank. Customers are obliged to familiarize themselves with tariffs before execution of any operation/transaction and concluding any deal. In any case, first of all, advance payment of bank commissions/other payments must be made; otherwise, the Bank is authorized to deny provision of the service/banking product (including wire transfers etc.). Customers confirm that they received, familiarized themselves with, and agree to the tariffs.
5. Customers are obliged to ensure the presence of sufficient funds in their account(s), and the Bank is authorized to debit such amounts at any time, without acceptance or any additional consent of the Customer:
 - a) to settle any banking service commissions, fees 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 outstanding 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 is debited from the Customer’s accounts as per the following rules:
 - a) First of all, the amount will be debited from the Customer’s current account(s).
 - b) If there are insufficient funds in the current account(s), the amount will be debited from any other type of account(s) held by the Customer (with the exception of term deposits, unless otherwise defined by the agreement between the Bank and the Customer).
 - c) In the cases set forth in a) and b) above, the amount will first be debited in the currency of the outstanding liability. If there are insufficient funds in the relevant currency, the amount will be debited in GEL; if there are insufficient funds in GEL, the amount in any currency or currencies will be debited, at the Bank’s discretion.
7. If the amount to be debited is different from the currency of the outstanding liability, the Bank may convert the amount from one currency to another at the Customer’s expense using the commercial exchange rate of the Bank.
8. If the funds in the Customer’s account(s) are not sufficient, the Bank has the right to debit the amount from an approved overdraft, in accordance with the rules set forth in this document.

9. The Customer receives the information set forth below as a text message (SMS) to the cell phone number registered with the Bank:
 - a) Information related to loan instalments, term deposits, deactivation of accounts, card transactions, automated tasks, card blocking/unblocking, if the Customer is a user of such services.
 - b) Information regarding cash collection orders on the Customer's accounts.
 - c) Information about debit operations executed on the Customer's accounts. Debit operations are all banking operations which reduce the balance of the Customer's account, other than 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 is not responsible for the failure of telephone companies to deliver text messages or for delayed delivery of such messages by telephone companies.
11. The Customer is obliged to immediately provide the Bank with the information/documentation requested by the agreement and/or this document. The Bank is authorized to request additional information/documentation.
12. In the case of any change in the Customer's personal or any other information (including: trade name and/or other personal/trade data, etc.), the Customer is obliged to inform the Bank about such change(s) in writing. Prior to the Customer's written notification about changes, the Bank is authorized to act in accordance with the information stored at the Bank and in such a case, any action of the Bank is appropriate and lawful and has full legal consequence.
13. The Customer is responsible for the accuracy, completeness and validity of documentation submitted to the Bank.
14. The Customer authorizes the Bank to obtain information about the Customer from the State Services Development Agency at any time and with any frequency. The Bank is further authorized to any time and at any frequency request/receive any information on the Customer stored with JSC Credit Info Georgia database.
15. Pursuant to the requirement of Georgian legislation on Commercial banks and Personal Data Protection:

The Customer hereby consents and authorizes the Bank to process (including to independently collect the information by various means and sources) any information concerning the Customer, including the information containing banking and commercial confidential information, as well as personal data - without Customer's further consent - via non-automatic, semi-automatic and/or automatic means for the purposes of providing services to the Customer, as well as make it available to the public and international organizations, the Bank's founder, their controlling entities and/or third parties providing banking/credit/operating/legal/external audit or other services. Further, to provide the above data in order to conduct the expertise.

The above information shall be processed for the purposes of providing service information and financial statement, performing, various studies/services on the basis of statistical data entered in the electronic database, for the purposes of services provided by contracted companies, as well as for conducting the expertise.

The authorised person/data processor, on its part, shall be further authorized to process such information only in cases, where the data receiving government or organization provides respective guarantees as envisaged by the data security law or the information is necessary to conduct the expertise.



- The Customer's consent to process his/her personal data and confidential banking information is issued for the term required for the processing of such data. Moreover, the data processing entities shall keep the information safe in accordance with the internationally recognised safety standards and best practices and shall issue such information to third parties through secure channels.
16. The Bank will ensure protection of banking, commercial and personal secrets, in accordance with current legislation.
 17. The parties undertake not to disclose the terms and conditions of their relations to third parties, unless otherwise stipulated by the agreement, this document and/or current Georgian Legislation.
 18. The Customer is 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 is released from liability for outcomes attributable to such changes, including compensation for damages incurred by the Customer and/or any third party.
 19. The Customer is obliged to immediately inform the Bank in writing about the annulment, loss or transfer to a third party of any identification document or equivalent document. Otherwise, the Bank is released from liability for outcomes attributable thereto, including compensation for damages incurred by the Customer and/or any third party (including compensation for losses that are an indirect consequence of the loss of the document or its transfer to a third party).
 20. Any electronic signature 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 (conditions of banking service) 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, 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.
 24. In case of overdue financial obligation, the Customer unconditionally authorizes the Bank, without Customer's additional consent, to provide full information regarding Customer and overdue financial obligation to JSC Credit Info Georgia for the purpose of its registration with the database of JSC Credit Info Georgia.
 25. The Customer is 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 is obliged to allow its activities to be checked against the Bank's Exclusion List (the list is available at any office of the Bank and on its official website: www.procreditbank.ge). Through this document the Customer confirms that it is not, and in future will not be, involved in any activity mentioned in the Exclusion List. The Customer also confirms that to the best of its knowledge and belief, it complies and will continue to comply with all of the environmental, health and labour safety regulations of 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 Specific Terms is concluded for an indefinite term, unless otherwise stated in the agreement or the Specific Terms.
 29. Relations between the Bank and the Customer are governed by Georgian Legislation. Any dispute or conflict shall be resolved via negotiation. The dispute shall be examined by the court of the Bank's jurisdiction.

Article 3. Amendments and Additions

1. The Customer authorizes the Bank to enter amendments/additions to any content into the agreement (including the documents and conditions that form an integral part of the agreement) with the Customer, conditions of banking service (this document) and/or tariffs/rates, without prior notice to the Customer and/or his/her additional consent, at the Bank's own discretion, at any time, unilaterally and on multiple occasions; thereby:
 - a) The amendment shall become legally valid and/or the responsibility and/or the new right/responsibility of the Bank and/or Customer shall be defined.
 - b) The amount of current commission(s)/fee(s)/other payments shall change and/or 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 the conditions of banking service, shall be reflected in this document, and amendments/additions made to the tariffs shall be reflected in the relevant document of the Bank. Amendments/additions shall be made available in the Bank's offices, as well as on the Bank's website.
3. In order for the amendments/additions in favour of the Bank to become effective, it is sufficient to post them in the Bank's offices and/or on the Bank's website www.procreditbank.ge, at least two weeks prior to the effective date of such amendments/additions. If the Customer does not agree with such amendments/additions, the Customer is entitled to terminate the agreement with the Bank, of which termination the Customer must inform the Bank in writing, prior to the effective date of such amendments/additions; otherwise, the amendments/additions will enter into effect and the Customer will not be authorized to dispute them and/or request annulment/termination with no grounds.
4. The Bank is not obliged to post the information about the amendments/additions in advance, if such amendments/additions are introduced in favour of the Customer.
5. The Customer undertakes to periodically familiarize itself with the information about amendment(s)/additions posted in the Bank's offices or on its website.

Article 4. Termination of the Agreement

1. The Bank is authorized to unilaterally terminate any or all agreements (including the agreement “on opening and service of a multi-currency account”) with the Customer at any time (regardless of whether or not a term has been defined); the Bank is obliged to inform the Customer about such termination 5 (five) calendar days prior to the effective date.
2. The Customer is authorized to unilaterally terminate any or all agreements (including the agreement “on opening and service of a multi-currency account”) with the Bank 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, 10 (ten) calendar days prior to the effective date. The Customer may exercise the above right if it has no financial liability to the Bank under the agreement to be terminated or on any other grounds.
3. During the terms mentioned in paragraphs 1 and 2 of this article, the parties are obliged to make final payments to each other (fulfil all financial and other obligations, including all obligations not yet due).

Article 5. Force Majeure

1. The parties shall be excused from performing their obligations hereunder during a 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.

Book III
Specific Terms
Section I

Agreement on Indication of Contact Details

Article 6.

1. **An Agreement on Indication of Contact Details** is 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 JSC Credit Info Georgia) 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) is 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 is confirmed by signature of an authorized 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 a Customer's written notification the Bank is 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 is appropriate and lawful and has complete legal consequences. When the Bank sends a notification to the Customer's most recent contact details as stored at the Bank, the notification is 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.

Section II

General Provisions on Bank Accounts

Article 7.

1. The following types of account services are provided by the Bank:
 - a) Current accounts (including multi-currency 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, are applicable 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 is obliged to submit to the Bank the information and documentation required for opening an account.
4. The Bank is authorized to open the Customer's bank account in compliance with the established rules, within three business days from conclusion of the relevant agreement or its appendix (if such exists) and submission of information/documentation by the Customer.
5. The Bank is 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 which 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 is entitled not to make the payment.
7. The Bank is authorized to impose a fine on the Customer if it uses amounts credited to its account by mistake; the fine shall be 0.5% of the amount used per day of unauthorized use.
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 the law, this document, and/or the agreement or other contract between the Bank and the Customer.
9. The Bank is authorized to debit amounts 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.
10. Apart from the Bank's right mentioned in paragraph 9 of this article, the Customer is 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 is 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 is obliged to provide the Customer with information about its account in the form of a bank statement.
13. The Bank is authorized to reject a banking service order if the order is submitted to the Bank in violation of the current regulations, if it includes inaccurate instructions, 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 would be unlawful and/or unethical.

14. Within three business days, the Bank is obliged to:
 - 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.
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 banking day.
16. The Customer is obliged to check the status of payment orders within three working days, and in the case of payment orders transferable to budget, no later than the next working day.
17. The Customer is 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. If there are no transactions or no balance in the account during one year, the Bank is authorized to terminate the agreement unilaterally, without prior notice/warning, and close the account.
19. Termination of the agreement on the basis of which the account was opened shall cause the closure of the account.

Special Provisions on Bank Accounts

Article 8. Current Accounts

1. The Bank and the Customer enter into an **Agreement on Opening and Service of Current Multi-currency Account** and/or its appendix.
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. Transactions on multi-currency accounts may be made in all currencies allowed for banking operations.
4. The appendix forms an integral part of the agreement.

Article 9. Transit Multi-currency Accounts for Current Deposit

1. The Bank and the Customer enter into an **Agreement on Opening and Service of Transit Multi-currency Account**.
2. A transit multi-currency account for current deposit is opened to a Customer for deposit operations and is a current account.
3. A transit multi-currency account for current deposit may be used by the Customer only for banking operations related to opening, closing and topping up a deposit. In particular, it is used for: conversion of the amount; cash deposit; cash withdrawal; deposit of interest accrued on the 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 transit multi-currency 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 is obliged to return the amount of the deposit in the same currency as was placed on deposit. The interest is accrued to the deposit.
2. A deposit account is an account which holds demand/call deposits or term deposits.
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 authorized 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 will not be accrued to the deposited amount, but only at the annual interest rate specified in the agreement for cases of premature termination of the agreement.

Special Provisions on Deposits

Article 11. Term Deposit

1. The Bank and the Customer enter into a **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 amount of the deposit.
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 the 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 amount of the deposit.

Article 12. Flexible Deposit

1. The Bank and the Customer enter into a **Flexible Deposit Agreement**.
2. A flexible deposit is a type of term deposit.
3. The deposit shall be opened with a fixed amount. The amount of the deposit cannot be either reduced or increased during the period of the agreement.
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 the 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 amount of the deposit.

Article 13. Savings Plan Deposit

1. The Bank and the Customer enter into a **Savings Plan Agreement**.
2. A savings plan deposit is a type of term deposit.
3. The deposit is opened with a fixed amount (first instalment).
4. The deposit amount may not be reduced during the term of the agreement.
5. At least 10 (ten) units of currency shall be deposited to the savings plan account (in a lump sum or by instalments at the end of each calendar month) in the currency of the deposit. During a calendar month, the total amount on deposit in the saving plan account shall not be less than the minimum required deposit. The monthly deposit requirement does not apply in the months during which the deposit is opened and terminated.
6. The Depositor is authorized to violate the monthly instalment obligation under paragraph 5 of this article no more than twice during the term of the agreement; otherwise, the Bank shall be authorized to prematurely and unilaterally terminate this agreement, with all the consequences under paragraph 8 of this agreement.
7. Interest is accrued to the amount deposited in the account at the time of calculation (computation).
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 amount of the deposit for the period starting from the date of entering the 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.

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 be further 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 which the Bank shall open on the last business day on which the Child Deposit Agreement is in effect. The savings deposit will 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 the savings deposit shall be capitalized.
7. A child deposit can be terminated by the Depositor, as well as by the Contracting Party.
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 amount of the deposit for the last incomplete year of the agreement. The years are counted from the effective date of the agreement.
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 savings deposit is a type of demand deposit.
3. The Depositor may repeatedly increase and/or reduce the amount of the deposit throughout the term of the agreement.
4. This agreement is concluded for an unlimited term.
5. With a savings deposit Private Customers can conduct the following transactions: cash deposits, cash withdrawals, non-cash conversions; domestic and international transfers; transfers between accounts.
6. With a savings deposit Business Customers can conduct the following transactions: non-cash conversions, cash deposits, transfers between accounts.
7. Throughout its entire term, the deposit is 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 to the Bank's rates for each particular transaction.
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.

Section IV

General Provisions on Plastic Cards

Article 16.

1. A plastic card is a banking card made of plastic (hereafter “Card”) issued by the Bank.
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 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.
5. Cardholder and Card User may be one and the same person or two different persons. For instance: in the case of a Card issued to a physical person, the Cardholder and Card User are one and the same person, and in the case of a Card issued to a business they are different persons. If the Cardholder and Card User are one and the same person, then the subject having the rights and obligations of the Cardholder and Card User 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 card number, the period of validity and other required information are indicated on the Card.
8. When ordering a Card, a test question and answer must be provided; they must not be disclosed to other persons.
9. The test 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. 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 and POS terminal transactions are confirmed by PIN code).
11. The initial “Predefined” PIN code is a code granted to the card in advance and is used only for the purpose of attributing the desired personalized PIN code by the Card user upon issuance of the card. Conducting of any card operations by the initial PIN code is impossible.
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 shall issue the Card to the Cardholder in a sealed envelope and shall insure the attribution of Customer’s desired PIN code. The Carduser, upon receipt of the Card, shall place its signature on the reverse side of the card on a specially designated field. The PIN code shall be confirmed by the Carduser via POS terminal located at the Bank.

15. Upon request of the Carduser, the PIN code may be changed:
 - The change of the PIN Code on the Cards on which the personal PIN Code was attributed by using an initial PIN Code is admissible regardless whether the Carduser remembers the current PIN Code or not. The PIN Code is changed via POS terminal located at the Bank. In order to change a PIN Code, the Carduser shall sign the POS terminal receipt confirming the change of a PIN Code.
 - In order to change a PIN Code on the Card issued without an initial PIN Code, it is mandatory that the Cardholder remembers the current PIN Code. In case the Carduser does not remember the PIN Code, he/she shall request the Bank to close the business card and order a new one.
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 nor reduced.
17. The term “card account” means all accounts attached to the Card, including current accounts and/or card accounts.
18. The Card is a debit card and allows amounts and overdrafts (if such exist) 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 call service centre, identify him-/herself by means of the test 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;
 - Cashless transactions - payment via POS terminal and Internet.
24. The actual date of a card transaction may be different from the date shown in the card account statement depending on the ATM/POS terminal which processed the transaction:
 - Transactions through ProCredit Bank Georgia’s ATMs/POS terminals will appear on the card account statement on the next business day.
 - Card transactions made via Internet and ATMs/POS terminals operated by other banks will be reflected on the card account statement 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. The Bank has established daily limits for ATM cash withdrawals and POS terminal/Internet payments. The amount of the daily limits is dependent on the type of card and payment/withdrawal transaction. The Bank’s daily limits are specified in its Card service rates.
26. There is also a daily limit on the number of card transactions which is specified in the Card service tariffs.

27. Cards shall not be used for illegal purposes, including purchases of goods and services prohibited by the laws of Georgia.
28. If the Cardholder fails to provide the Bank with notice, or with timely notice, of Card loss/theft, the Bank will bear no financial liability for the card transactions performed until the Bank has been notified of such loss/theft.
29. The Cardholder may request that a Card be added to the international stop-list in the case of its loss/theft. A Card added to the international stop-list will be fully blocked.
30. Visa Classic and MasterCard Standard 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.
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.
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 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 may block a Card temporarily without giving prior notice to the Cardholder/Card User if there is any reasonable suspicion that the Card has been used for unauthorized purposes. The Card shall be blocked for no more than 15 (fifteen) calendar days until the transactions have been clarified. The block will be removed upon expiration of this period.
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.

42. The Cardholder is obliged to cover the amount debited from the account as a result of Card use - the unauthorized overdraft - within 30 (thirty) calendar days from the date of expenditure. Otherwise the Bank reserves the right to charge a penalty on unauthorized overdraft for each overdue day, as per Card Service rates. The penalty will continue to accrue for not more than 90 (ninety) calendar days until the overdrawn amount is fully repaid.
43. The Bank may inform the Cardholder/Card User about the issue and/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.
45. If cash is withdrawn/paid in a currency other than the currency of the card account, the equivalent amount of the transaction will be debited from the card account. The conversion rate depends on the ATM/POS terminal processing the transaction:
 - Conversion through ProCredit Bank Georgia's ATM/POS terminals will be at the internal commercial rate of the Bank valid on the date of transaction.
 - Conversion through another bank's ATM/POS terminals will be at the exchange rate established by MasterCard or Visa.
46. The Cardholder can make the following changes to the Card: change of card account (principal/additional card account, if any), add to/remove an account from the Card, activate/deactivate the CVV2/CVC2 code on the Card, block/unblock a Card, increase daily withdrawal/spending limits, close the Card. The Card can also be unblocked by the Card User.
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 online transactions.
49. Any change will be made based on the Cardholder's written request. The Cardholder may apply to any branch/outlet to request the changes. Exceptions to this rule are changing the principal card account (with the exception of Business Cards), blocking the Card and adding it to a stop-list, increasing daily payment/withdrawal limits (with the exception of Business Cards), which may be done by phone on: *2222, +995 32 220 22 22, +995 599 214 214.

Special Provisions for 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. The Cardholder is a legal entity whose card accounts are managed by means of a Card, and the Card User is any adult physical person, identified by the agreement between the Bank and the Cardholder, whose name is imprinted on the Card and who is allowed to use the Card.
2. The Card may be a Visa card or a MasterCard.
3. It is a debit card.
4. The number of Cards available to the Customer is not limited.
5. Current account(s) can be attached to the Card. In order to use the Card, the Customer must open current account(s).
6. A maximum of three current accounts may be attached to the Card, in a maximum of three different currencies (GEL, USD and EUR). One of the card accounts is deemed to be a principal account and the remaining two accounts are additional. The Customer will select the principal and additional card accounts at the time of application for the Card.
 - **Principal card account** - only the amounts in the principal card account can be used for operations on POS terminals, the Internet and other banks' ATMs.
 - **Additional card account** - for ProCredit ATM operations the amounts in both principal and additional card accounts can be used.

Article 18. Business Card

1. A Business Card is a Visa card which allows the Card User to manage the card account of a legal entity (Cardholder) and carry out card operations.
2. The Cardholder is a legal entity whose card accounts are managed by means of a Card, and the Card User is any adult physical person, identified by the agreement between the Bank and the Cardholder, whose name is imprinted on the Card and who is allowed to use the Card.
3. It is a debit card.
4. Only the Card User can pick up the Card and PIN code that have been ordered and produced/generated.
5. The Card User is informed about the test question and answer only upon receipt of a Card and PIN code. The Cardholder and Card User use the same test question and answer and are not permitted to pass this information to third parties.
6. The Cardholder may order any number of cards.
7. Card accounts are attached to the Card. In order to use the Card, the Cardholder shall have current and card accounts with ProCredit Bank. Card transactions shall be reflected in the card account. The number of card accounts is not limited. Any number of card accounts can be opened in GEL, USD and EUR.
8. At the Cardholder's request, several Cards can be attached to one card account. Only one card account can be attached to one Card.
9. Only the Cardholder may deposit cash into the card account attached to the Card. Cash deposits can be made only by wire transfer from the Cardholder's current account and/or through cashless conversions.
10. The purposes for which cash can be deposited into a card account are limited, and deposits into such account can be made only for the purpose of topping up the card account balance.
11. The amount available in the card account can be transferred by the Cardholder only to the current account with ProCredit Bank by electronic transfer and/or cashless conversion.
12. The Card User may receive information only about his/her card transactions.

Article 19. Cards Security Guideline

1. This Article describes the security measures taken and implemented by the Bank, as well as the directions to help the Customer to avoid the risks associated with plastic cards.

2. PIN Code:

2.1 The PIN Code is a card's four-digit personal identification number. The PIN-code is confidential. It is known to the Customer only and the Customer is obliged to ensure its confidentiality. For the security reasons, it is not advisable:

- To disclose the PIN-code to anyone - the relatives, bank employees, merchant employees;
- To make a note of, or write down a PIN-code, including its any indication on the card;
- To carry the PIN-code and the card together;
- To disclose the PIN-code via e-mail, telephone or other means of communications;
- To otherwise use PIN-code (other than for ATMs and POS-terminals).

2.2 Observing these directions, prevents an unauthorized use of the card and loss of the Funds

3. Secret Question and Answer

- Upon ordering of a card, the secret question and answer is agreed, the card shall not be issued to a person without the agreed question and answer;
- The secret question and answer is a confidential information, which shall be used for identification of a Card orderer/Cardholder via phone.

4. 4. Use of a Plastic Card at Merchants and ATMs

4.1 At a merchant location, the payments for purchases are made with plastic card by means of a magnetic stripe and/or chip reading electronic device (POS-terminal). All the POS-terminals of ProCredit Bank can read both the chip and the magnetic stripe. When paying through a POS-terminal of ProCredit Bank, the card holder has to approve the transaction with the PIN-code which enhances the security of the card holder's and the merchant's funds.

- The Customer shall require that to make card-based payments at merchants at his/her presence and not to allow to take the card away;
- When paying for the purchase, the Customer shall verify the amount, the currency and the date on the receipt before confirming it with a signature or PIN-code and ask for a copy of the receipt. The Customer shall ensure that the confidentiality rights are not violated when entering the PIN-code.
- It is necessary to enter the PIN-code to use the card at an ATM machine, the Customer shall ensure that ATM machine has not any visual damages and there are not additional devices attached to ATM machine.

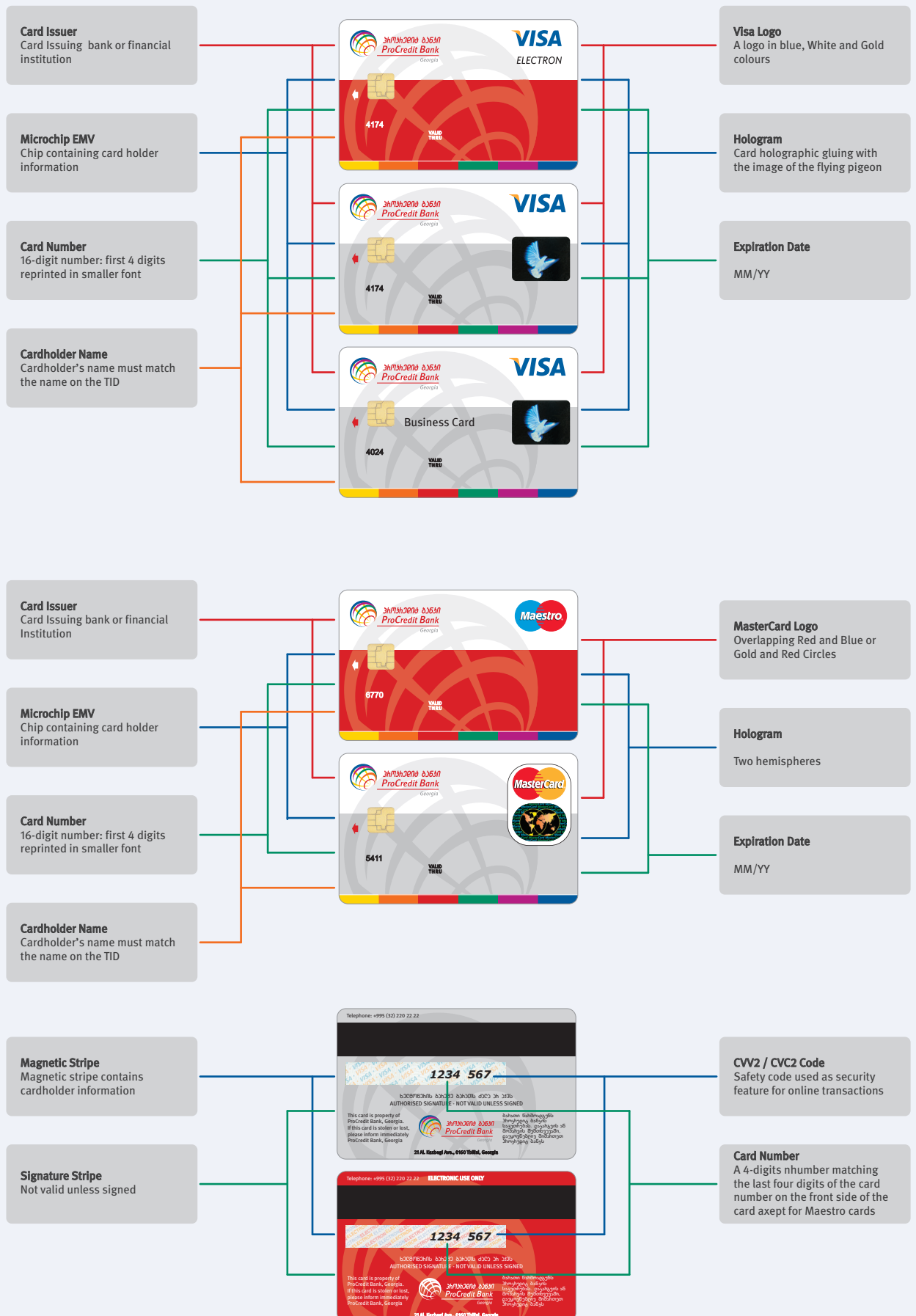
5. Use of Plastic Card for Online Transactions

5.1. Visa Classic, Visa Business and MasterCard Standard cards offered by the Bank may be used for online transactions.

5.2. In order to accomplish the online purchases, the Customer shall need the full number of the card, the card expiry date, the card-holder's first name and family name and also the last three digits in the signature strip: CVV2/CVC2 code (Card Verification Value). Visa type of plastic cards have CVV2code; MasterCard type of plastic cards have CVC2 code.

For the security reasons, it is forbidden:

- To give the card to anyone or to reveal the card information to anyone, as the information provided, is sufficient for unauthorized purchases.
 - For the security reasons, it is advisable:
 - To use the card only on secure and familiar websites that require CVV2/CVC2 safety code to approve the purchase. Secure websites start with https, not http. Further, secure websites also contain security features like "verified by visa", "secure code", and others.
 - To be careful about where the card is kept and to monitor the turnover of funds on the primary card account. It is possible to control the card via internet banking as well as SMS Service. Via SMS Service, the Customer obtains the information on the transactions performed by the card.
 - Further, the Bank will never be the initiator to contact the Customer to verify the card's full number, PIN code or CVV2/CVC2 code.
6. The above recommendations you will assist the Customer to use the plastic cards more safely. For any question, the Customer may contact the Bank's round-the-clock Call Centre: 2222, (+995 32) 220 22 22, (+995 599) 214 214 or support@procreditbank.ge.
7. ProCredit Bank's cards are equipped with the following security features:



Section V

Internet Banking

Article 20.

1. The Bank and the Customer enter into an **Internet Banking Agreement**.
2. The terms used herein shall have the following meaning:
 - a) **Internet banking** - electronic system created by means of Internet technologies which allows remote banking service via the Internet. The Bank's Internet banking 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 banking user which is assigned upon activation of Internet banking and which is used together with a password to log in to Internet banking.
 - d) **Password** - combination of letters and digits used together with a user name to log in to Internet banking.
 - e) **TAN** - unique digital transaction authentication number used for registration of electronic payment documents.
 - f) **Electronic equipment/devices for TAN generation:**
 - **DIGIPASS equipment;**
 - **SMS code;**
 - **Mobile token 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 banking who has limited access rights to Internet banking.
 - i) **Payment date(s)** - date(s) of settlement of commissions for the Internet banking service, calculated from the date(s) on which the Bank issued a TAN registration electronic equipment/device to the Customer.
3. By means of Internet banking, the Bank provides the Customer with electronic banking services, which include providing information about the Customer's (as well as additional Customers') accounts, 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 or conclusion of the corresponding agreement(s) shall be carried out only via Internet banking, in written electronic form, which is sufficient for their validity.
4. Electronic payment documents used in Internet banking 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 banking, 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. TAN authorization (confirmation) of operations/transactions/other actions is required in all cases when Internet banking requests such authorization.
6. The Internet banking service with the conditions set forth herein is presented in two different service packages:
 - **Standard package:** the Customer does not receive a DIGIPASS and/or other electronic equipment/device for TAN generation for temporary use. The Customer will be able to see his/her account balances, perform operations only between his/her accounts, and pay for utilities and other services.
 - **Full package:** the Customer receives a DIGIPASS and/or other electronic equipment/device for TAN generation for temporary use. In addition, the Customer will be able to make transfers to 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 banking, as a condition for processing electronic payment documents, the Customer shall be identified by user name and password. 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 banking; such additional user may be a person who is not a Customer of the Bank.
9. The number of users registered for each Internet banking package is limited to a maximum of 10 (ten); one of them is the principal user and 9 (nine) are additional users.
10. Each Internet banking package allows the registration of a maximum of 10 (ten) electronic equipment/devices for TAN generation.
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 banking as soon as he/she receives a user name and a password.
12. If the Customer (principal user) does not use the one-time password within 14 (fourteen) calendar days from the date of signing the agreement, then this one-time password will be blocked and the Customer will lose the right to log in to Internet banking by means of the above-mentioned password. In such a case, the Customer is authorized to call or visit the Bank and request a new one-time password. If such request is submitted by telephone, the Customer is obliged to give the correct answer to the test question registered in the Internet Banking Agreement.
13. If the Customer (principal user) loses or forgets the password, he/she is authorized to call or visit the Bank and request a new one-time password, which shall immediately be changed upon log-in to Internet banking. If such request is submitted by telephone, the Customer is obliged to give the correct answer to the test question registered in the Internet Banking Agreement.
14. The principal user can add/delete additional users and administer rights in Internet banking; in particular, he/she can: define the rights to perform operations on the accounts, issue/revoke electronic equipment/devices for TAN generation, block/unblock services, and restore passwords.
15. If the Customer is a business subject and the amount of a transfer in foreign currency via Internet banking exceeds GEL 30,000 (thirty thousand) or equivalent, then such Customer is obliged to immediately send a confirmation document for such transfer to the Bank via fax or e-mail (scanned copy). Otherwise the transfer shall not be completed.



16. Limits are set for Internet banking operations. The limits are listed in the corresponding tariffs.
17. Any operation exceeding the established limit shall be rejected by the Internet banking 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 banking as "Completed".
19. The Bank shall process any electronic payment document received via Internet banking. 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. In one Internet banking service package only one Customer's account(s) is/are attached, with the exception of the case described under paragraph 21 of this article.
21. In the case of a physical person, upon request of the Customer, it is possible to include a Child Account opened for an additional Customer, with reviewing functions only, in one service package, if the Customer is a parent of the child in question.
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 banking.
23. The Customer is obliged to use Internet banking in accordance with the instructions for working with Internet banking, which are provided in the program "Internet Banking" and are available once the Customer logs into Internet banking.
24. The Customer must not allow unauthorized third parties to access his/her Internet banking by means of his/her user name and password. The Customer shall assume full responsibility for accounts opened, the use of different banking products and/or services and all operations sent to the Bank by means of Internet banking using the Customer's user name, password and, if required, a valid TAN.
25. For security reasons, the Customer is obliged to periodically update the password for Internet banking, at least every 12 months. The system keeps the Customer's last three passwords in its memory and re-use of these passwords will not be possible.
26. If the Customer suspects that his/her user name and password has become known to a third party and/or if his/her electronic equipment/device for TAN generation and/or cell phone are lost or stolen, the Customer is obliged to contact the Bank and request blocking of Internet banking. If the Customer does not inform the Bank about the loss of the password and/or electronic equipment/device for TAN generation/cell phone, then the Customer is fully responsible for the loss that may occur as a result of Internet banking operations.
27. The Customer acknowledges and agrees to the fact that SMS notification of a TAN may be delayed, which may be caused by technical malfunctions for which the cell phone operator is responsible, and the Bank shall not be held responsible for such delays or the consequences thereof.
28. After the request to block Internet banking has been made by the Customer, any Internet banking operation carried out using the Customer's user name and password shall be the Bank's responsibility.

29. If the Bank identifies unsanctioned or suspicious Internet banking operations on a Customer's account(s), the Bank shall be authorized to block the Customer's access to the Internet banking program at its discretion.
30. If Internet banking is blocked, it automatically blocks the access of all additional users of Internet banking.
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 failed to provide documentary justification for a foreign currency transfer;
 - The Customer has violated any of the rules established by this document or by the Bank.
32. Internet banking 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 banking service without prior notification/warning if the Internet banking 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 banking shall not be restored. If the Customer wishes to renew his/her Internet banking service, then a new Internet Banking Agreement shall be concluded with the Customer and the Customer shall pay the commissions as per the Bank's tariffs.
37. The Internet banking service shall remain in operation until its termination by any of the parties.
38. In the case of termination of the Internet banking service, if the Customer uses a DIGIPASS, the Customer is obliged to return the DIGIPASS to the Bank immediately upon termination of the Internet banking service.
39. In the case of termination of the Internet banking service, the parties are responsible for electronic payment documents registered by the Customer and received by the Bank before termination of the agreement.

Section VI

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 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.
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 one 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, 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 automatically terminated if the agreement's principal account and/or the account opened at ProCredit Bank and used to transfer the amount 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.
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.

SMS codes and their meanings			
SMS code	Meaning	SMS code	Meaning
0	Information about SMS codes and their meanings	7	Official currency exchange rates: USD, EUR, GBP, RUB
1	Information about current account balances	8	Commercial currency exchange rates: USD/GEL, EUR/GEL, EUR/USD
2	Information about the available balance in current accounts	9	Commercial currency exchange rates: GBP/GEL, RUB/GEL
3	Information about deposit account balances	10	Current account details
4	Information about savings plan deposit balances	11	Deposit account details
5	Information about credit installment arrears	12	Information about credit cards
6	Information about outstanding commissions		

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 of 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. The Bank undertakes to provide the Customer with a PIN code and provide the following services: the Customer may execute non-cash conversion of currency in his/her accounts via phone; receive any information about the account(s), 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 PIN code provided to the Customer is registered in the agreement between the Bank and the Customer. 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.
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. Any new agreement between the Bank and the Customer on a specific phone PIN code annuls all previous agreements or contracts on the same phone PIN code.
7. The agreement between the Bank and the Customer is automatically cancelled upon closure of the Customer's final account with the Bank.

Section IX

Banking Service Packages

General Provisions

Article 26.

1. Banking services included in each package are provided to the Customer on the basis of an agreement/contract concluded on each product.
2. If at the time of entering into the agreement, the Customer already uses banking product(s) included in the respective package, registration of the banking product(s) already registered for the Customer is not repeated and new agreements/contracts on such products are not concluded.
3. The agreement on granting a banking service package is valid until closure of all of a Customer's accounts or a change in the service package.

Banking Service Packages

Special Provisions

Article 27. Salary Project Services

1. The Bank and the Customer enter into a **Salary Project Agreement**.
2. Banking products included in the salary project are as follows:
 - Opening of one multi-currency current account
 - SMS notification on debit operations
 - Internet banking (standard package)
 - Annual card fee Visa Electron / MasterCard Maestro
 - Phone PIN code

Article 28. Service Package Agreement

1. The Bank and the Customer enter into a **Service Package Agreement**.
2. The Service Package Agreement includes granting of the right to use banking products and special tariffs included in the service package in exchange of fixed commissions .
3. Banking products included in the service package are:
 - Opening of one multi-currency current account
 - SMS service (full package)
 - Internet banking (full package)
 - Phone PIN code
 - Standing order

Article 29. Online Account Package

1. The Bank and the Customer enter into an **Online Account Package Agreement**.
2. The Customer will conduct banking activities remotely without visiting the Bank.
3. Banking products included in the Online Account Package:
 - One multi-currency current account
 - SMS service (full package)
 - Internet banking (full package)
 - Phone PIN code
 - Payment card
4. The legal regulation of the agreement and this document shall apply to the contracts/agreements concluded with the Customer on the banking products comprising the Online Account Package as well as to all agreements/contracts on any banking services/products, whether already existing on the date of the agreement or concluded thereafter.
5. All services under the agreements/contracts referred to in paragraph 4 of this article (including any operation/transaction, provision of account information, management of account(s)) shall be used by the Customer remotely (via Internet banking, payment card, ATM, SMS, phone PIN code, paybox, etc.). The Customer shall request and use any of the aforesaid services through the Bank's remote channels. Therefore, customer services shall not be provided in the Bank's branches/service centres/service points by a Bank officer, except in the event of a failure of the Bank's remote channels and in cases provided for by the Tariffs and Other Conditions of the Online Account Package.
6. The Tariffs and Other Conditions of the Online Account Package constitute an integral part of this agreement. This document contains tariffs and various service conditions applicable to banking services under the contracts/agreements specified in paragraph 4 of this article. The Customer confirms that he/she has read, understood and accepts the Tariffs and Other Conditions of the Online Account Package.
7. The provisions of the agreement/this document, and the Tariffs and Other Conditions of the Online Account Package shall prevail over the agreements/contracts specified in paragraph 4 of this article. The issues and tariffs which are not covered by the agreement/this document and by the Tariffs and Other Conditions of the Online Account Package shall be regulated by contracts/agreement on each particular banking service/product and as per the Bank's standard tariffs.

Section X

General Provisions on Acquiring Services

Article 30.

1. 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 Client shall pay fee to the Bank for each card transaction performed at the Client's shop. The amount of fee shall depend on whether a transaction is performed with a card issued by ProCredit Bank Georgia or with a card issued by another bank.
2. The Bank is obliged to issue the POS terminal to the Customer and install it at the Customer's premises within 5 (five) banking days from the date of the agreement; the POS terminal is the Bank's property and shall be issued to the Customer for the term of the respective agreement. The issue and installation of POS terminals is registered by a confirmation of receipt signed when the POS terminals are issued/installed.
3. The Customer is obliged:
 - 3.1. To create all conditions necessary to install POS terminals at shops;
 - 3.2. 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;
 - 3.3. To accept valid **Visa International and MasterCard International** plastic cards, in accordance with current Georgian Legislation, with International Payments System (Visa and MasterCard) rules and with the requirements of the agreement and this document.
 - 3.4. To check if the information printed on the POS terminal statement (card statement) is identical to the data printed on a payment card.
 - 3.5. To keep the statements, information and documents on card transactions for a period of 3 (three) years from the date of production and submit them to the Bank within 2 (two) banking days upon request. All details indicated in the above documents must be clear and readable. Statements must be signed by cardholders (cardholder signature is not required if the payment transaction is made by PIN code).
 - 3.6. To return POS terminal(s) to the Bank within 10 (ten) banking days, if so requested by the Bank and/or in the case of termination of the agreement.
 - 3.7. To maintain confidentiality on all information related to card operations.
 - 3.8. 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. In the presence of any circumstances in relation to the use of card which may be assessed as suspicious or unlawful, following detection of unlawful/illegal use and/or use of a false/stolen card, or following receipt of information/instructions on the seizure/retention of a card by a POS terminal or in any other form, not to allow card transactions and to seize the card from the factual cardholder and inform the Bank and relevant law enforcement authorities. The Customer is obliged to give the card to the Bank within 3 (three) banking days from its seizure.
 - 3.9. To credit funds to the card if the cardholder returns or rejects goods/services, provided that the Customer agrees to such return/rejection. No cash shall be disbursed by the Customer in such cases.
 - 3.10. To maintain a record of the turnover as indicated in special provisions on each POS terminal. To pay to the Bank the commissions under the agreement and/or this document.

3.11. 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.

3.12. Not to change the prices of goods/services if payment is made by a payment card and not in cash.

3.13. Not to provide false information to the cardholder about a malfunction of the POS terminal in order to avoid the use of the 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.

4. The Bank is authorized to:

4.1. 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.).

4.2. Without limitation and prior agreement with the Customer, inform International Payments Systems (Visa and MasterCard) and/or law enforcement authorities and/or members of International Payments Systems (Visa and MasterCard) about any suspicious, illegal or unauthorized card-related action by a Customer, in order to deter possible acts of fraud or legalization of illicit incomes.

4.3. Inspect the Customer's trade/service facility in order to monitor compliance with the obligations assumed by the Customer in relation to the operation of POS terminals.

4.4. Suspend the service to the Customer and/or reimbursement of amounts in the following cases:

4.4.1. Upon receipt of information about fraudulent, false, unlawful, illegal, unsanctioned and/or unauthorized transactions, within 180 days from such transactions;

4.4.2. If a cardholder, card issuer, International Payments System (Visa and MasterCard) objects to a POS terminal transaction, until the matter is cleared;

4.4.3. If the Customer's actions harm the interests of the Bank and/or International Payments System (Visa and MasterCard)

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

4.5. If, at the time of notification of the circumstances under subparagraphs 4.4.1 and 4.4.2 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 if the circumstances under subparagraph 4.4.1 are not confirmed within 180 days and/or the objection under subparagraphs 4.4.2 turns out to be groundless.

4.6. If the Bank or International Payments System (Visa and MasterCard) confirm, in accordance with the rules of the latter, that fraudulent, false, unlawful, illegal, unsanctioned and/or unauthorized transactions were made with the card (regardless of whether the term under subparagraph 4.4.1. has expired or not) and/or the objection under subparagraph 4.4.2 is grounded, suspend the service to the Customer, not disburse/stop disbursing amounts to the Customer, and if the amounts are already disbursed and not debited as per paragraph 4.5, debit relevant amounts from the Customer's accounts as per the rule established herein.

4.7. Besides the grounds listed in this article, suspend and/or terminate the provision of service, and/or disbursement in the presence of relevant grounds set forth by Georgian Legislation and/or International Payments Systems (Visa and MasterCard).

- 4.8. Replace/remove POS terminals from a shop.
- 4.9. Refuse to fulfil its assumed obligations if the Customer does not fulfil its obligations or does not fulfil them in a timely manner.
5. The Customer is authorized to receive technical assistance/support from the Bank, within the scope of acquiring services; its cost is included in the commissions paid by the Customer.
 6. In the case of non-fulfilment or untimely fulfilment of their respective obligations by any of the parties, the other party shall be authorized to demand fulfilment of assumed obligations from the contractor, imposition of a penalty/fine and compensation for inflicted loss.
 7. The Bank shall not be held responsible for delays in transfers of funds to the Customer's account, if such delays are caused by third parties and/or the respective International Payments System (Visa or MasterCard).
 8. The Bank shall not be held responsible for any temporary failure of POS terminal communication systems which is beyond its control.
 9. 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.
 10. 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.
 11. The Customer shall be responsible for keeping, maintaining and taking care of the POS terminals issued to it, and therefore the Customer shall be fully responsible for the loss, partial 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/loss of a POS terminal, the Bank shall be authorized to impose a fine in the amount of GEL 200 (two hundred) regardless of the amount of the loss.
 12. The fine/penalty shall not be deducted from the amount of compensation due. Imposition/payment of a fine/penalty does not release the offending party from the obligation to provide full compensation for inflicted loss/damage.
 13. The Customer shall be responsible for unauthorized access to POS terminal statements, card transaction statements, as well as payments with counterfeit or stolen cards.
 14. The Customer shall be financially liable to the Bank for all transactions carried out at the trade/service facility, including transactions stipulated in paragraph 13 of this article.
 15. The Bank shall compensate the Customer for the amount of card transactions at the Customer's trade/service facility within 5 (five) banking days from the date of transaction, with the exception of cases where the Bank has the right to suspend and/or terminate compensation to the Customer.

16. Compensation of the Customer for a transaction amount does not mean that the Bank recognises the validity of the transaction, if investigations by the Bank, law enforcement authorities or the International Payments System (Visa and MasterCard) reveal that this transaction was illegal or invalid.
17. 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 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:
 - 17.1. Bank commissions stipulated by the agreement(s) and/or this document, fines, penalties and/or any type of other payment;
 - 17.2. Amounts charged to the Bank upon request of the International Payments System (Visa and MasterCard), issuing bank or third party or upon the cardholder's request for card transactions at shops, including chargeback amounts.
 - 17.3. Amounts resulting from credit transactions with a payment card (return of goods, services, etc.).
 - 17.4. Amount of compensation for the Bank's costs related to chargeback processing.
 - 17.5. All compensations, exchange rate differences, fines, penalties and other amounts resulting directly or indirectly from card transactions.
 - 17.6. The amount of any loss inflicted on the Bank as a result of violation of the conditions of the agreement and this document, International Payments System (Visa and MasterCard) rules and current Georgian Legislation.
18. All issues that are not regulated by the agreement or this document shall be resolved as per current Georgian Legislation and International Payments System (Visa and MasterCard) rules.
19. 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.

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 and/or in this document, the Customer shall pay to the Bank a fixed monthly commission of GEL 20 (twenty), in addition to commissions set forth in the 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. Following expiry of a grace period set by the agreement, for each year in which GEL 48,000 (forty-eight thousand) turnover is not registered at a POS terminal indicated in the agreement and/or in this document, the Customer shall pay to the Bank a fixed commission of GEL 20 (twenty). 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.

