

## Universal Account Terms and Conditions

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Part I

**1. Introduction**

1.1. This Document represents the standard Terms and Conditions<sup>1</sup> of banking services (hereinafter referred to as the "Terms and Conditions"), which defines the description of banking products and banking services and the rights and obligations of the parties in the process of using the said products and services.

1.2. The relations between the **Bank** and the **Client** are regulated by the Agreement (hereinafter the "Agreement"), which comprises of the following parts:

1.2.1. **Application(s)**, filled in by the **Client**, signed by the **Parties** and/or agreed by the **Client** in another form determined by the **Bank**;

1.2.2. The present **Terms and Conditions**;

1.2.3. Fees Rates set by the **Bank**, including the rates given in the **Annex** to the **Terms and Conditions** (hereinafter the "**Fees**")

1.2.4. eMoney e-wallet service terms (if any), available on the eMoney website

<http://emoney.ge> (<http://bit.ly/1ZvqRIk>);

1.2.5. General conditions and security rules of the **Bank Card**, which are available on the **Bank's** website [www.libertybank.ge](http://www.libertybank.ge);

1.2.6. Conditions of inclusion and use of the Liberty Bank Card in Apple Pay, which is available on the **Bank's** website [www.libertybank.ge](http://www.libertybank.ge);

1.2.7. Any additional conditions, **Annexes** and/or **Application(s)** (if any) relating to existing and/or future retail Banking services or products offered by the **Bank** (hereinafter referred to as "**Products**" or "**Product**" or "**Services**") and which will be necessary for the **Client** to use additional Banking services and/or those provided by this **Agreement**.

1.3. In order to receive the services stipulated in the present **Terms and Conditions**, the **Client** is obliged to:

1.3.1. Get familiarized with the present **Terms and Conditions** for the use of all types of **Services** and **Products**;

1.3.2. Fully complete and sign/agree (including in electronic form) the appropriate **Application**, thereby certifying and warranting that: (a) the **Application** is completed in full; (b) the information specified in the **Application** is correct and authentic; (c) before signing the **Application** and/or expressing consent in any other form, he/she has fully familiarized with the present **Terms and Conditions** and **Fees** of the **Universal Account** service;

1.3.3. Present to the **Bank** an ID document in order to identify himself/herself, the data of which will be entered in the **Application**;

1.3.4. Carry out other actions determined by the **Bank** for the purpose of identification of the **Client**;

1.4. The list of **Products**, **Services** and/or **Remote Banking Service Channels** offered by the **Bank** to the **Client** is provided but not limited by this paragraph. The mentioned **Services**, **Products** and/or **Remote Banking Service Channels** can be received by the **Client** in the **Tariff Package(s)** in combinations established by the **Bank**. In addition, some services can be obtained by the **Client** independently, in accordance with the rules established by the **Bank**, in particular:

1.4.1. **Universal Account** opening and payment services;

1.4.2. **Card** - VISA, MasterCard, or other payment system **Bank Card**;

1.4.3. **SMS Bank**;

1.4.4. **Internet Bank**;

1.4.5. **Mobile Bank**;

1.4.6. Standing order;

1.4.7. Direct Debit;

1.4.8. Savings account;

1.4.9. Special currency account;

1.4.10. eMoney electronic wallet (at the **Client's** request);

1.4.11. **VISA Direct card transfers**;

1.4.12. **MasterCard MoneySend card transfers**;

1.4.13. **Bank card 3D security service**;

1.4.14. **Contactless reader**;

1.4.15. Money transfers;

1.4.16. Currency exchange/conversion;

1.4.17. **Agro Account** and **Agro Card**;

1.4.18. **Technical account**;

1.4.19. **Credit card**;

1.4.20. **Money box**;

1.4.21. **Service Account**

1.5. If the **Client** does not have the right to use any of the **Products** and/or **Services** listed in the paragraph 1.4 above, the relevant paragraphs describing this **Product/Service** in the **Terms and Conditions** will not apply to him/her. These paragraphs will come into effect for the **Client** after the right to use the relevant **Product** and/or **Service** has been granted.

1.6. The **Bank** reserves the right to refuse to provide the service to the **Client**, if the **Client** has not properly completed, signed/confirmed or submitted to the **Bank** any document

requested by the **Bank** in a form and content acceptable to the **Bank** and/or has not gone through the identification process in accordance with the procedure defined by the **Bank**.

1.7. The **Bank** will start providing service to the **Client** after the **Client** fills out the relevant **Application** and submits the documentation required by the **Bank** and/or completes the process **Established** by the **Bank** to receive the relevant **Product**. In addition, the **Bank** has the right, at its sole discretion, not to accept the **Application** and to refuse to provide services to the **Client**, without giving a reason.

1.8. The **Bank** has the right to check the information provided by the **Client** to it (the **Bank**) and/or obtained about the **Client** in any other way, to which the **Client** declares his/her unequivocal and unconditional consent.

1.9. The use of any **Product** and/or **Service** (or part thereof) described in the **Terms and Conditions** by the **Client** with the consent of the **Bank** is considered as the **Client's** consent to the terms of use of the said **Product** in accordance with the present **Terms and Conditions**.

1.10. The **Bank** reserves the right at any time to unilaterally change the rules stipulated in the present **Terms and Conditions** and/or the rules, conditions and/or rates contained in other constituent documents of the **Agreement** in order to bring them (conditions) into compliance with the new rules established by the **Bank**, changed market conditions, banking practices and/or the applicable legislation.

1.11. The **Client** will be informed about the renewal/changes of the **Agreement** and the present **Terms and Conditions** in the manner determined by the **Bank**, and if the **Bank** implements additional **Product** conditions/lunches **Services**, the said **Services** will be used on the basis of filling out the relevant **Application(s)** and/or providing the relevant **Annex(s)** to the **Client** and/or in another manner established by the **Bank**, including, without limitation, based on the **Client's** electronic consent. In the event that the **Bank** does not hand over the relevant **Annex** to the **Client** or the **Client** does not familiarize with the updated conditions, but he/she implements/continues to use the new or updated **Product/Service**, it is implied that by said action he/she agrees to the relevant service conditions available in the **Bank** at that time;

**2. Definitions of terms**

2.1. Unless otherwise defined in this **Terms and Conditions** and/or the context thereof (**Terms and Conditions**), the terms below shall have the following meanings:

2.1.1. **Account** - the **Client's** mono-currency and/or multi-currency current account,

2.1.2. **Agro account** - a mono-currency, current **Card Account** of an individual, which the user may open for the purpose of using the **Agro Card**, and the conditions and **Fees** of which are determined by this **Terms and Conditions**.

2.1.3. **Agro Card** - a local bank card issued by the **Bank**, with which it is possible to spend funds from the **Agro Account**, and the terms of use and **Fees** of which are regulated by this **Terms and Conditions**.

2.1.4. **Main Currency of the Account** - the currency of the sub-account with the highest priority of the multi-currency **Account**;

2.1.5. **Statement** - information drawn up in the form prescribed by the **Bank** about the **Transactions** and balances carried out on the **Client's Universal Account**;

2.1.6. **US dollar** or **USD** or **US\$** - the official currency of the United States of America;

2.1.7. **Bank** - JSC "Liberty Bank" (identification code: 203828304), which represents the party to the **Agreement**;

2.1.8. **Bank's Commercial Currency Exchange Rate** - currency exchange rate set by the **Bank** for cash and non-cash currency exchange transactions. The currency exchange rate determines the value of the currency unit to be purchased in the currency, with which the purchase of the currency is made. The **Bank** determines the commercial exchange rate at its own discretion once or more times each calendar day. The commercial exchange rate determined by the **Bank** at any moment of the given calendar date fluctuates in the +/- 20% (twenty percent) corridor of the exchange rate recorded on the Bloomberg International Monetary System at that moment. In addition, the **Bank** may determine different commercial exchange rates at any moment in order to carry out various types of transactions (for example, commercial exchange rates for non-cash and cash payments or for reflecting card transactions may be different from each other at any moment of time).

2.1.9. **ATM** - a self-service electronic software-technical device, through which the **Client** can withdraw/deposit cash, activate a loan/overdraft, transfer money, get information about the balance on the **Account**, make payments and conduct transactions allowed by other **Banks** for this channel.

2.1.10. **ATM Withdrawal Limit** - the maximum amount of money allowed to be withdrawn from the **ATM** during a certain period of time (24 hours and/or one calendar week);

2.1.11. **ATM Deposit Limit** - the maximum amount of the deposit allowed during a certain period of time through the **Bank's ATM** equipped with the appropriate functionality;

2.1.12. **Card** or **Bank Card** - the main and/or additional, local or international Bank Card (VISA, MasterCard, or other payment system card) issued by the **Bank**, the mean of payment linked to the **Client's Account** and used by the **Client** under this **Terms and Conditions** according to the general rules for the use of **Cards** applicable in the **Bank** at the relevant

<sup>1</sup> In the **Bank's** document(s) the reference to the "Liberty Account Terms of Service" implies these **Terms and Conditions**

time. The **Main Currency** of the multi-currency **Account** may be determined in the following currencies: GEL, US dollar, Euro or British pound, unless otherwise agreed upon in the contract between the **Bank** and the **Client**;

2.1.13. **Partner Merchant(s)** - the **Bank's** contractor trading and/or service facilities, which use the **Bank's POS Terminal** services based on the relevant agreement signed with the **Bank**, with which it is possible to settle card payments, including the spending of subsidy(s) activated on the **Agro Card** and/or the **Bank's Clients** are offered special conditions in case of payment by **Agro Card**.

2.1.14. **Application** - written or digital information created and submitted to the **Client** by the **Bank** using a material document, electronic, optical or other similar means, including **Remote Banking Service Channels (Internet Bank, Mobile Bank, etc.)**, to which the **Client** agrees by his/her action (pressing a button, sending a document, transferring money, dictating a one-time code, etc.), which confirms his/her (the **Client's**) will and is considered to have equal legal force to the **Client's** declaration of consent/expression of will to a material document. The **Application** is attached to the **Agreement** and is an integral part of it;

2.1.15. **Spending scheme** - the scheme of spending money from the **Universal Account**, which includes two options: (a) **balance priority** - if the **Client** does not have enough positive balance on the sub-account with the corresponding currency (which is a part of the multi-currency account) to perform the transaction, conversion(s) are made on this sub-account to collect money from other sub-account(s) included in the multi-currency account. When collecting the money, the priority of the sub-accounts should be taken into account, i.e., the money is converted from the sub-account with a higher priority first; (b) **overdraft priority** - if the **Client** does not have enough available balance on the sub-account with the corresponding currency (which is a part of the multi-currency account) to perform the transaction, conversion(s) are made on this sub-account to collect money from other sub-account(s) included in the multi-currency account, taking into account available balances. When collecting the money, the priority of the sub-accounts should be taken into account, i.e., the money is converted from the sub-account with a higher priority first. (In case of insufficient balance or no balance on the **Client's Account** in the currency of the **Transaction**, the amount of the transaction will be deducted either from the balances on the accounts of other currencies (priority of balances) or from the overdraft in the currency of the **Transaction** (overdraft priority) according to the choice of the **Client**. The priority is fixed in the **Application**);

2.1.16. **Pound Sterling or GBP** - the official currency of the United Kingdom of Great Britain and Northern Ireland;

2.1.17. **Instruction** - an order given by the **Client** to the **Bank** regarding the execution of a payment **Transaction**, which the **Client** gives to the **Bank** directly and/or using **Remote Banking Service Channels**, in accordance with the present **Terms and Conditions**;

2.1.18. **Additional Card** - a **Card** issued by the **Bank** to the **Client** and/or another person named by the **Client** (holder of the **Additional Card**). An **Additional Card**, regardless of its owner, is linked to the **Client's Universal Account**, and the **Client/main** cardholder is responsible for any **Transactions** performed with the **Additional Card**;

2.1.19. **Additional Card Holder** - a person in whose name, at the request of the **Client**, an additional card is issued;

2.1.20. **Processing or Data Processing** - defined in accordance with the paragraph 35.2 of these **Terms and Conditions**;

2.1.21. **Remote Banking Service Channel** - devices, software and/or various electronic channels defined by the **Bank**, using which the **Client** is given the opportunity to agree to this **Terms and Conditions**, to receive the **Product(s)/Services** stipulated in this **Terms and Conditions**, to carry out banking **Transactions** or to receive information related to his/her **Account** and/or perform other actions permitted by the **Bank**;

2.1.22. **Euro or Euro or EUR** - the official currency unit of some EU member states, as well as of Montenegro, Andorra, Monaco, San Marino, Vatican and Kosovo;

2.1.23. **Priority of Currencies** - priority of currency determines the order according to which the **Bank** (taking into account the **Spending Scheme**) will deduct funds from the bank accounts of the **Client's** multi-currency **Account** to carry out the relevant transaction;

2.1.24. **Verified Number** - the **Client's** mobile phone number recorded in the **Bank**, which undergoes verification in accordance with the procedures established by the **Bank** and is used by the **Bank** at its (the **Bank's**) own discretion when communicating with the **Client** and/or confirming **Transaction, Instruction**, and/or any document (including the agreement) offered by the **Bank** within the scopes of banking product service/banking service

2.1.25. **Overspending of Amount or Overlimit** - debit balance(s) arising on one or more sub-accounts included in the **Client's Universal Account**, which arose without the prior approval of the **Bank**;

2.1.26. **Internet Bank** - one of the channels of remote banking services, through which the **Client** has the opportunity to receive various information and carry out certain banking **Transactions** through the **Bank's** Internet page <https://my.libertyBank.ge/> without visiting the **Bank**;

2.1.27. **Legislation** - a set of valid legislative and sub-legal normative acts of Georgia, as well as international treaties and agreements of Georgia included in the system of normative acts of Georgia;

2.1.28. **Client** - a person, whose name, surname and identification data are given in the **Application**; in whose name, with the approval of the **Bank**, the **Universal Account** is opened and who, based on the **Application**, uses the **Services/Products** specified in the present **Terms and Conditions** and/or applies to the **Bank** to start using the banking **Product(s)** and/or to carry out a banking **Transaction**;

2.1.29. **Merchant** - a third person who uses the services of a payment operator for the purpose of selling his/her/its own products and/or services, in particular, settles with his/her/its own clients and not only through the **POS Terminal**;

2.1.30. **Third party(ies)** - for the purpose of personal **Data Processing**, the **Bank's** parent and/or subsidiary company, its affiliated and/or group members, the **Bank's** contractors, suppliers, providers and/or other persons who, on the basis of the law "On Personal Data Protection," process personal data and other information received from the **Bank** (on behalf and for the purposes of the **Bank**, as its authorized persons, as well as on their own names and purposes - independently) and/or provide the **Bank** with personal data and other information about them and/or the **Bank's Clients**. The categories of third party(ies) are set forth in this **Terms and Conditions**;

2.1.31. **Mobile Bank** - one of the channels of remote banking services, through which the **Client** has the opportunity to receive various information and carry out specific banking transactions without appearing in the **Bank**, through a mobile phone;

2.1.32. **Party/Parties** - the **Bank** and/or **Client** and/or **Additional Card Holder(s)** in accordance with the context;

2.1.33. **Overdraft** - the amount available on the **Client's Account** in consideration of repayment, payment, security and maturity - a credit limit that the **Client** uses repeatedly, fully or partially, and which, unless otherwise agreed between the **Bank** and the **Client**, will be automatically covered when the amount is credited/deposited to the **Client's Account**. In addition, the terms and rates for using the **Overdraft** by the **Client** are determined in accordance with the relevant agreement, including the "Standard Terms and Conditions of the Credit Agreement", to which the **Client** accepts with the relevant **Application** and/or in another form determined by the **Bank**;

2.1.34. **Online transaction** - a transaction that is confirmed or declined by the issuer or the relevant card scheme on behalf of the issuer;

2.1.35. **Offline transaction** - a transaction that is confirmed or rejected without contacting the issuer;

2.1.36. **Operation or Transaction** - a set of authorization and subsequent settlement transactions, which signifies performance of permitted **Transactions** using the **Bank's** service points, the **Card** and/or the **Bank's Remote Service Channels**, including by **Card** number, PIN, **Access Codes**, providing the relevant one-time code received on the **Verified Number** to the **Bank** (by dictation to the **Bank's** operator, by entering into the **Bank's** relevant systems and/or in another form determined by the **Bank**) or by other means;

2.1.37. **Personal data** - defined in accordance with the Law of Georgia on "Personal Data Protection" and refers to any information, related to an identified or identifiable natural person;

2.1.38. **Product** - retail banking product and/or service offered by the **Bank** in accordance with the **Annex** to this **Terms and Conditions**;

2.1.39. **POS Terminal** - an electronic software-technical device, intended for paying for goods and/or services using a **Card** or for receiving/withdrawing cash from the cardholder's **Account**. The POS terminal can be both physical (so-called POS terminal) and virtual and/or hybrid. Generally, a physical terminal is used in banks, commercial and service facilities and all other places where there is physical contact between the cardholder and the provider of goods/services (for example, a bank, shop, gas station, etc.). A virtual terminal is usually used for online payments, i.e., in situations where there is no physical contact between the cardholder and the provider of goods/services (for example, online stores, websites for paying utilities and other bills, online casinos and bookmakers, etc.);

2.1.40. **Recurring Payments** - payments made from the **Client's Card Account** in accordance with the Merchant's request/permanent payment order, at the periodicity and for a specified term requested by the **Merchant**, based on the prior consent given by the **Client** to the **Merchant** and the one-time provided **Card** data.

2.1.41. **Agency or Deposit Insurance Agency** - an independent legal entity of public law created for the purposes of the Law of Georgia "On Deposit Insurance System" - Deposit Insurance Agency;

2.1.42. **Bank Card 3D Security Service or 3D Security** - a service, the purpose of which is to ensure the safe execution of transactions carried out via the Internet with a **Card** included in the international payment system of VISA and MasterCard;

2.1.43. **Banking day** - the part of the working day established by the **Bank** (except for holidays established by the **Bank** and/or holidays established by the **Legislation**) during which the **Bank** provides banking services. In addition, the duration of working days and hours established in the **Bank**, when it is possible to receive the **Client's** payment order, is given in the Annex #5 of the **Terms and Conditions**;

2.1.44. **Trade/Service Facility Code or MCC** - four-digit code established by the ISO 18245 standard in terms of trade/service facility activities;

2.1.45. **Credit Card** - credit card(s) produced by the **Bank** for the **Client**, which the **Bank** can issue from time to time and offer to the **Clients**, and on which the credit limit determined by the **Bank** is allowed. The rules, conditions and **Fees** for using a **Credit Card** are determined by the "Credit Card Terms and Conditions" posted on the **Bank's** website at <http://www.libertyBank.ge>.

2.1.46. **Service Account** - a single currency account of an individual, which is used as a service account for a physical person's certificate of deposit, fixed-term deposit and loan secured by a certificate of deposit/deposit;

2.1.47. **Tariff Package** - a set of **Products** established by the **Bank**, which means obtaining the right to use several banking **Products** and/or **Services** at the same time in exchange for the payment of the commission (if any) determined by the tariff package;

2.1.48. **Special Currency Account** - single-currency account of an individual, which is opened in one currency different from the currencies of the **Universal Account**. The list of

possible currencies of the **Special Currency Account** is given in the **Annex #1** of the **Terms and Conditions**;

2.1.49. **Technical Account** - a current single-currency account of an individual, on which only cash deposit and/or withdrawal transactions are allowed from the **Bank's** branches and service centers, and which the **Client** can open only if he/she does not use any of the **Bank's** paid tariff packages.

2.1.50. **Contactless Reader** - a device placed on the **ATM**, by means of which it is possible to use the **ATM** with a **Card** included in the **PAY** system or **ID Card** without placing the card in the **ATM**;

2.1.51. **Universal** (same as **Liberty**) **Account** - a multi-currency account of an individual, which combines several **Bank** sub-accounts of different currencies, on which the balances of each currency are recorded separately, which is linked to one main **Bank** card through the card-processing system, unless the agreement signed between the **Bank** and the **Client** does not provide for any other condition;

2.1.52. **Inactive Account** - a **Bank Account** specified in the present **Terms and Conditions**, which has not been used by the **Client** during the last 12 (twelve) continuous months (including no debit and credit transactions have been carried out on the **Account**);

2.1.53. **Authorized Owner** - the **Client**, the **Additional Cardholder(s)** and/or his/her authorized representative(s);

2.1.54. **Georgian Lari** or **Lari** or **GEL** - the official currency of Georgia;

2.1.55. **Token** - a unique digital identifier of the **Card**, which is generated and stored in an electronic device with payment functionality using the appropriate software or in the e-commerce merchant software (website and/or application) and through it performance of payment transactions is possible. All security requirements and obligations of the **Client** related to the plastic card apply to the token \*.

2.1.56. **Money Box** or **Money Accumulation Service** - a banking service that enables the **Client** to accumulate money on a saving deposit account opened in the **Bank**, in accordance with the accumulation scheme offered by the **Bank**.

2.1.57. **Digital Card** - a digital analogue of a **Bank Card** that does not exist in physical form and which can be used by adding it in remote channels of the **Bank** (**Internet** and **Mobile Banks**), **Apple Wallet** and/or other digital wallets subsequently determined by the **Bank** to perform card payments and/or to withdraw money from the **ATMs** with the corresponding functionality.

2.1.58. **Main Card** - a card that the **Bank** gives directly to the **Account** holder;

2.1.59. **Access Codes** - **Card** PIN codes, passwords, user name and/or any other type of confidential information that the **Bank** may provide to the **Client** for safe access and use of various banking services;

2.1.60. **Spending Limit** - the maximum amount of spending money from the **Card** during a certain period of time (which also includes the **ATM** Withdrawal Limit);

2.1.61. **eMoney** - depending on the context, JSC "eMoney Georgia" (I.C.: 202376026) and/or and "eMoney" LLC (I.C.: 204557540) individually or jointly, which provide **eMoney Electronic Wallet** services, in case the **Client** wishes to use such services;

2.1.62. **eMoney Electronic Wallet** - an electronic account of a natural person, which is a registered electronic account, and the rules of its use is regulated by the eMoney Account Terms And Conditions, which are posted on the eMoney's website (<http://bit.ly/1ZvqRlk>);

2.1.63. **H2H** - direct hosting, which involves settlement between two payment providers, without the intervention of the international payment system;

2.1.64. **ID Card** - a high-tech and forgery-proof identity card of Georgian citizen;

2.1.65. **LB PAY Machine/(365)** - a self-service machine, which is intended for payment of goods and/or service fees by cash, as well as non-cash payment, for submitting electronic **Application**, for receiving various banking and non-banking products;

2.1.66. **MasterCard MoneySend Card Transfers** - the operation of transferring and/or depositing money from one card included in the MasterCard international payment system to the card included in the same or another payment system, which can be carried out both

in the territory of Georgia and abroad through the channels and under the conditions determined by the relevant financial institution.

2.1.67. **VISA Direct Card Transfers** - the operation of transferring and/or depositing money from one card included in the Visa international payment system to the card included in the same or another payment system, which can be carried out both on the territory of Georgia and abroad through the channels and under the conditions determined by the relevant financial institution.

### 3. Client Representations and Warranties

3.1. By expressing his/her consent to the **Application** provided for in this **Terms and Conditions** and/or using the **Services** provided for in this **Terms and Conditions**, the **Client** declares his/her consent that:

3.1.1. The **Client** has full authority (or will obtain appropriate authority) to sign or otherwise agree to and perform the obligations under this **Agreement** or any other agreement(s) and/or **Applications**;

3.1.2. The information submitted by the **Client** to the **Bank** in the form of an **Application** or in any other form is accurate, correct and complete;

3.1.3. The performance of the operation(s) provided for in this **Terms And Conditions** will not violate the terms of any other agreement(s) or other obligation(s) of the **Client** (if any) or any kind of law, regulation, rule, decree, court decision, order, directive, court regulation or any restriction imposed by a government, governmental or regulatory authority, judicial or arbitral authority, which the **Client** is responsible for complying with. The performance of the **Operation** determined under the terms of this **Agreement** will not contradict or violate any **Agreement**, contract, license or other agreement to which the **Client** is a party;

3.1.4. The **Client** is not involved in or is not threatened with such legal proceedings, which as a result may have a negative impact on his/her financial situation or activities;

3.1.5. The **Client** is not involved in or participating in any illegal activity under the laws of any country (including money laundering, arms trafficking, terrorism or other illegal activities).

3.1.6. The consent given by the **Client** in electronic form (for example, pressing the consent button on the screen, dictating a one-time code sent to the mobile phone number to the **Bank** and/or any other action that clearly expresses the **Client's** will) or any transaction concluded between the **Parties** in electronic form (including, unequivocally, expressing will/consent on the mentioned transaction in an electronic form) has equal legal force of a material document (equal legal force of a personal signature on a material document).

3.2. These representations and warranties are valid for the entire term of this **Agreement**.

3.3. The **Client** shall make every effort to ensure that his/her affiliates (including without limitation **Additional Cardholder(s)**) do not, take any action that would result in a breach of the representations and warranties contained herein during the entire term of this **Agreement**.

3.4. After the entry into force of this **Agreement**, the **Client** shall immediately notify the **Bank** in writing of such circumstances that may lead to a violation of the representations and warranties contained in this **Agreement** or contradict the aforementioned statements.

3.5. In the event of a breach of the aforementioned representations and warranties (without limiting the **Bank's** right to claim damages resulting from such breach of warranties), if the **Client** fails to remedy the breach within 10 (ten) **Banking Days** after receiving notice of the breach, the **Client** agrees to indemnify the **Bank** and hold the **Bank** harmless from any loss (which includes - without limitation - consequential damages), claims, costs (which includes - without limitation - the costs incurred by the **Bank** in exercising its rights), legal proceedings and any other liability that may arise as a result of such breach.

### Part II

#### 4. Universal account

4.1. **Universal Account** is an account of an individual, which combines several bank sub-accounts of different currencies, on which the balances of each currency are recorded separately, and which is linked through the card-processing system to one main **Bank Card**, on which the total available balance is recorded, which, in turn, represents the sum of individual balances of all sub-accounts included in the **Universal Account**. The **Universal Account** will be opened to the **Client** after filling out the **Application**, including through the **Remote Service Channel** specified by the **Bank**, submitting the appropriate documentation, going through the process established by the **Bank** for opening the **Account** and paying the relevant fee (if any).

4.2. The **Client** is authorized to:

4.2.1. Have several **Universal Accounts** upon the **Bank's** approval;

4.2.2. Submit **Instructions** to the **Bank** to carry out **Operations** on the **Universal Account** within the scope of the authority defined by the **Legislation**;

4.2.3. Determine the **Main Currency of the Account**, the **Priority of Currencies** and the **Spending Scheme** with the **Application**;

4.2.4. Change the **Main Currency**, **Currency Priority** or **Spending Scheme** of the **Universal Account**, for which shall pay to the **Bank** the relevant fee (if any). The **Main Currency** of the **Universal Account** may be established in the following currencies: **GEL**, **USD**, **EUR** or **GBP**, unless otherwise agreed upon in the contract between the **Bank** and the **Client**;

4.2.5. Submit claims to the **Bank** within 7 (seven) calendar days after receiving the **Statement** from the **Account**. In case of non-reception of the claim by the **Client** within the mentioned period, the correctness of the information in the **Statement** is considered to be confirmed by the **Client**.

4.2.6. Terminate the **Agreement**, in the manner established by the present **Terms and Conditions**, on the basis of sending a prior written notice to the **Bank**.

4.3. The **Client** shall:

4.3.1. Notify the **Bank** about the erroneously credited amount and return the erroneously credited amount to the **Bank** within 1 (one) **Banking Day** after receiving the **Statement** on the **Universal Account**;

4.3.2. Be responsible for the correctness of filling out the **Application** and to notify the **Bank** immediately in writing about all changes to the information specified in it;

\* **Token** service is available only for **Visa** and **MasterCard** cards, while this service is not available for **Maestro** cards.



4.3.3. Pay all commission fees established in the **Bank** for the performance of banking operations, as well as account services, in accordance with the applicable **Fees** in the **Bank**;

4.3.4. Pay the **Bank** the full amount of the **Overdraft** (including the **Overspent Amount/Overlimit**) on the account and the commission in accordance with the applicable **Fees** and rules of the **Bank**;

4.3.5. The **Client** is obliged not to use banking services if this results in **Overspending** his/her **Account** without the prior consent of the **Bank** or if the agreed spending limit is exceeded.

4.4. The **Bank** is authorized to:

4.4.1. Temporarily use the funds available on the **Client's Account** as credit resources;

4.4.2. Block the **Client's Account** in order to secure the fulfillment of the liability(ies) assumed by the **Client** under the **Agreement** and/or any other contract(s) with the **Bank** (including the liabilities assumed under the credit and/or security contract(s)) or in the case of non-fulfillment and/or improper fulfillment of the mentioned liabilities;

4.4.3. Deduct all payables/taxes (including unequivocally the commission fees set by the **Bank** for conducting banking operations and providing account service, the cost of the **Tariff Package** (if any), taxes/payables determined by the legislation of Georgia, erroneously credited funds, amounts for compensation damages/loss) without acceptance from the **Client's** any **Account** in the **Bank** and direct them to cover/reduce the liabilities to the **Bank** and/or third parties;

4.4.4. Reduce the balance available on any of the **Client's Accounts** and thus block, reserve the respective funds in order to smoothly cover the **Client's** liabilities to the **Bank**, which includes but is not limited to the **Client's** credit obligations, current and/or future payments/debts;

4.4.5. If free funds are not sufficient to make the payment at the time of the operation, at its own discretion, suspend the operation or do not authorize it;

4.4.6. Terminate providing the **Client** with **Remote Banking Channels Service**, if he/she no longer has a Universal Account in the **Bank**;

4.4.7. Terminate providing standing order and/or direct debit service to the **Client** in case of closing the account for the benefit of which the said services have been activated.

4.5. The **Bank** shall:

4.5.1. Credit the amounts deposited to the **Account** in a timely manner and transfer them from the **Account** as appropriate within the time limit set by this **Terms and Conditions**;

4.5.2. Deduct the corresponding amounts from the **Client's Account** upon the **Client's Instruction**, and in cases provided for by the **Legislation** and the **Agreement**, without the instruction to transfer them to the accounts of creditors,;

4.5.3. Receive from the **Client** and give him/her or handle upon his/her **Instruction** cash;

4.5.4. Hande to the **Client** or his/her authorized representative **Statement** of the **Account** in accordance with the existing procedures in the bank, in the exchange of commission fee determined by the applicable **Fees** in the **Bank**;

4.6. **Transactions** performed on the **Account(s)**:

4.6.1. The **Client** authorizes the **Bank** to accept and act in accordance with his/her **Instructions**, which the **Client** provides to the **Bank** in writing, by electronic means or in any other form acceptable to the **Bank**. In the event that the **Client's Instructions** are not submitted in writing, in particular, they are not signed by the **Client**, the **Bank** has the right to accept and perform them, if the security procedure established in the **Bank** is followed;

4.6.2. The **Client** shall always have available funds (which means, without limitation, the allowed overdraft amount) in the **Account** until:

4.6.2.1. The **Client** uses standing order and/or direct debit services;

4.6.2.2. The **Client** carries out the **Operation** through **Remote Banking Service Channels** (including the **Card**);

4.6.2.3. It is the due date of carrying out any other **Operation**, the funds of which have not yet been deducted from the **Account**;

4.6.3. The **Client** has the opportunity to deposit money into the **Account** through the **Bank's ATM** equipped with the appropriate functionality using **VISA/MasterCard Cards** in accordance with the rules defined by the **Bank**. To perform the transaction of depositing money into an **Account** using the **ATM**, the **Client** has to indicate the desired **Account** and place the amount to be deposited into the **ATM's** receiver.

4.6.4. In the event that the amount deposited by the **Client** in the **ATM** cash receiver (in the eligible currency) is different from the currency of the selected **Account**, the amount converted into the currency of the **Account** will be credited to the **Account** selected by the **Client**. In addition, if after the initiation/confirmation of the currency exchange operation, before the operation is fully completed, the **Bank's Commercial Exchange Rate** changes, the currency conversion will be performed in accordance with the **Bank's Commercial Exchange Rate** at the time the amount is reflected on the **Client's Account**, regardless of the information about the **Bank's Commercial Exchange Rate** provided to the **Client** at the time of initiation/confirmation of the **Transaction**.

4.6.5. The **Client** is obliged to carefully familiarize himself/herself with any conditions/restrictions/instructions related to placing money at the **ATM** and performing the operation, and when performing the operation, follow the instructions prescribed by the **ATM**, which includes, without limitation, the **Client's** obligation not to place damaged, loose, folded, bonded, counterfeit banknotes in the **ATM**. Also, it is not allowed to place coins and/or banknotes of different currencies in the **ATM's** receiver at the same time. The maximum amount of banknotes allowed at one time in the **ATM** cash receiver is determined by **Appendix #1** of the present **Terms and Conditions**. For the avoidance of any doubt, the list given in this paragraph is not exhaustive and the delay/inability to deposit money into the **Account** using the **ATM** may be caused by other circumstance(s). The **Bank** is not responsible for any consequences of the **Client's** non-fulfillment of the obligation(s)

provided for in this paragraph and/or the **Client's** negligence, including, but not limited to, the **Bank** is not responsible for any damage/loss caused by the withholding of funds as a result of the expiration of the time intended for the execution of the operation.

4.6.6. The **Client** is responsible for all **Operations** performed on the **Account** both before and after its closure.

4.7. **Refusal to accept cash deposit**. The **Bank** is entitled not to accept the deposit to the account and/or to request the **Client** to close the **Account** at its own decision and/or in the presence of the grounds stipulated by the law,.

4.8. **Closing the Account**. The **Bank** is authorized to close the **Account** in the following cases: (a) upon the **Client's** statement; (b) upon submission of the inheritance certificate by the **Client's** heir; (c) in case of non-payment of the **Account** service fee by the **Client** for 1 (one) year and/or absence of balance on the **Client's Account**.

4.9. In the event that the **Client** has a debt in the form of an **Account** service **Fee**, the **Bank** will close the account based on the **Client's Application** only after the **Client** repays the said debt in full.

4.10. The **Bank** has the right to refuse the **Client** to close the **Account** if the Client has a debt to the **Bank**.

4.11. The **Bank** is authorized to close the **Account** on the basis of the subparagraph "c" of the paragraph 4.8, without sending a prior notice to the **Client**.

4.12. In the case of a **Client's** request to open a new account or re-open/activate an already closed account, the **Bank** is entitled, at its own discretion, to refuse the **Client's** request or fulfill it only (a) after the full payment of the **Client's** debt to the **Bank** and/or (b) subject to extension of restrictions/obligations of the old account to the newly opened account.

4.13. If the **Bank** believes that the **Client** should close the **Account**, a written request will be sent to the **Client** through the communication channel specified by the **Bank**, indicating the period during which the **Client** is required to close the **Account**. If the **Client** does not close the **Account** after the mentioned period, the **Bank** has the right to no longer accept payments on the **Account** (except for those payments necessary to cover the numerical debt on the **Account**) and return the balance on the **Account** to the **Client**.

**5. Card**

5.1. The terms of use of the **Card** contained in this paragraph apply to all types of **Cards** issued to the **Client** and to additional **Cardholder(s)** at the **Client's** request.

5.2. A Visa or MasterCard international type card may be attached to the **Client's Universal Account**, the type of **Card** allowed for the relevant tariff package is determined in accordance with Appendix No.1.

5.3. The use of the **Card** is regulated by the banking **Legislation** and the terms of the license agreements between the **Bank** and the international payment systems VISA Inc., MasterCard Europe and UnionPay International.

5.4. In order to receive a **Card**, the **Client** must submit to the **Bank** a duly completed and verified **Application**, in the form specified by the **Bank**.

5.5. The **Bank** prepares the **Card(s)** on the basis of the **Client's Application** and in accordance with it and gives it to the **Client** for use (placed in a sealed envelope, and/or through a SMS to the mobile phone number specified in the **Application**, and/or with an **Access Code (PIN- code)** sent in another electronic form determined by the **Bank** to perform **Operations** from the **Account(s)**. The **Card** is the property of the **Bank**.

5.6. The **Client** may request the **Bank** to issue **Additional Card(s)** and their respective **Access Codes** to any third party. In case of the **Bank's** approval for issuing an **Additional Card**, the **Client** is obliged to inform the owner of the **Additional Card** of the mentioned conditions. In addition, the **Client** is obliged to pay the fees and other relevant costs for operations carried out using **Additional Cards** and **Access Codes**.

5.7. The **Client** authorizes the **Bank** to transfer information about his/her **Account(s)** to the additional **Cardholder(s)**. This information includes, without limitation, **Account(s)** details, as well as other information necessary for the proper use of the **Additional Card(s)**.

5.8. Disposing of the funds on the **Account** is allowed within the limit set by the **Bank**.

5.9. Based on the legal requirements, the **Bank** is authorized to unilaterally impose restrictions on the **Client's Card Operations**.

5.10. Restrictions imposed on the **Client's Card Operations** are defined in accordance with Appendix No.1

5.11. The **Client** has the right to apply to the **Bank** with an appropriate **Application** in accordance with the rules established by the **Bank** in order to cancel the restrictions imposed on **Card** operations and to allow **Operations** on the **MCC** codes specified in Appendix No.1.

5.12. The terms of carrying out the **Card Operation** and its reflection on the **Account** may differ from each other. The time period for the transaction to be reflected on the **Account** depends on the time period for processing the operation by the international payment system.

5.13. In the event that the **Operation** performed with the **Card** or using its (**Card**) details was carried out in a **Currency** in which the **Client** does not have a sub-account or in which the **Client** has a sub-account, but the said sub-account does not have enough balance to reflect the **Operation** - such **Operation** is reflected on the **Client's** account by conversion in the banking program in accordance with the **Bank's** commercial **Currency** exchange rate on the day of reflection of the **Operation**. However, for the avoidance of any doubt, **Card** transactions:

5.13.1. In GEL, USD, EUR and GBP are reflected in the **Client's Universal Account** in the same **Currency**;

5.13.2. Any other **Currency** is reflected in USD. In this case, the conversion rate is determined by the international payment system at the current system rate on the day of transaction processing, which is available on the website of the relevant payment system: VISA - <https://bit.ly/2J92TPb>, and MasterCard - <https://bit.ly/3ozFTJt>; In addition, 1% of the transaction amount will be added to the operation performed with a VISA **Card** in a currency other than GEL, USD, EUR, GBP.

5.14. If the authorized owner does not contact the **Bank** to receive the **Card** within 6 (six) months after the **Card** is issued, the **Bank** has the right to cancel the **Card**. In such case, the **Card** producing/service fee will not be refunded to the **Client**.

5.15. The **Card** will be canceled if the validity period of the **Card** expires.

5.16. The **Client** has the right to:

5.16.1. Carry out transactions with the **Card** within the limit set for spending.

5.16.2. Request and receive a statement from the bank **Account**;

5.16.3. Appeal operation made with **Card** if he/she believes that an unauthorized or incorrectly executed transaction has taken place. In addition, the **Client's** appeal of any operation does not indicate the **Bank's** unconditional obligation to compensate the **Client** for the losses incurred as a result of the aforementioned **Operations**. Each case of appeal of **Operations** by the **Client** is considered individually, taking into account the rules established by the VISA Inc., MasterCard Europe and UnionPay International payment systems, practices established in the international and Georgian banking sector, and applicable legislation;

5.16.4. Notify the **Bank** in writing about the expiry of the **Card** and to request the production of a new **Card**;

5.17. The **Bank** has the right to:

5.17.1. If necessary, replace it with a new **Card** during the **Card's** validity period;

5.17.2. Send a message to the authorized owner requesting the return of the **Card** to the **Bank**, if there is a reasonable suspicion that the **Card** is being used for illegal activities during operations;

5.17.3. In case of loss of the **Card**, to write off from the **Client's** account (if any) or block the equivalent funds of the **Card Operations**, from the loss of the **Card** to the arrival of the relevant written or oral notification to the **Bank**;

5.17.4. In case of breach of **Agreement** by the **Client** and/or **Additional Cardholder**, as well as in case of **Client's** insolvency, to suspend or terminate the operation of the **Card** and take necessary measures to collect the **Client's** debt to the **Bank**;

5.17.5. Suspend the operation of the **Card** upon detection of illegal operations, as well as upon providing information by VISA Inc., MasterCard Europe and/or other relevant payment systems which confirms illegal use of the **Card**;

5.17.6. Discontinue support of any **Digital Card**, **Token** or electronic software without prior notice, block, restrict, suspend or terminate the use of the **Digital Card** and/or **Token** by the **Client** in case of violation of the obligations assumed by the **Client** or in case of any reasonable suspicion of illegal operations/activities using the **Digital Card**.

5.17.7. At its own discretion, refuse to issue and/or restore the **Card(s)** to the **Client**;

5.17.8. To refuse to issue a **Digital Card** in the name of the **Client**, both for a specific **Card** and for an electronic device, website or application, without giving a reason.

5.17.9. Block the **Client's** account in order to secure the fulfillment of the liability (\$) assumed by the **Client** under the **Agreement** and/or any other contract(s) with the **Bank** (including the liabilities assumed under the credit and/or Collateral agreement(s)) or in the case of non-fulfillment and/or improper fulfillment of the mentioned liabilities;

5.17.10. Deduct all payments/fees from any **Client's Account** in the **Bank** without acceptance (including unequivocally the commission fees established in the bank for conducting banking operations and account servicing, the cost of the **Tariff Package**, fees/payments defined by the **Legislation** of Georgia, erroneously credited amounts, sums for compensation of damages/losses, over-limit/overspent amounts) and apply them to cover/reduce the liabilities to the **Bank** and/or third parties.

5.17.11. Deduct from the account without acceptance the equivalent funds of operations submitted by **Banks** and organizations through the payment system VISA Inc., MasterCard Europe and UnionPay International with all **Cards** issued to the **Client**, including those conducted with **Additional Cards**, along with the commission fees provided for in accordance with the applicable tariffs in the **Bank**.

5.18. The **Client** undertakes:

5.18.1. After signing the **Application** and/or expressing consent in the form specified by the **Bank**, within 1 (one) **Banking Day**, transfer funds to the **Account(s)** by cash or non-cash payment in the amount of the necessary contribution established in the **Bank** for the type of **Card** (if any);

5.18.2. Check the integrity of the PIN envelope containing the PIN-code/**Access Code**;

5.18.3. Regularly read and follow the general conditions and security rules of the **Bank Card** developed by the **Bank**, as well as to strictly protect the confidentiality of **Access Codes**, including, but not limited to, the **Client's** obligation not to store **Access Codes** in such a form or on such material or electronic carriers that allow their discrediting and disclosure;

5.18.4. Not to transfer the **Access Codes** to third parties and/or not to disclose the **Access Codes** in any other form. Moreover, if the **Client** uses the **Token** and/or **Digital Card** service(s), he/she is obliged to protect those electronic means (including but not limited to, electronic device, software or/and website) and the security of **Access Codes** which are used to use the token service.

5.18.5. In case of loss of the electronic device and its transfer to a third party, where the **Client's** card data/**Token** and/or **Digital Card** is stored and/or there is a compromise of the **Client's** authentication data, the **Client** is obliged to immediately inform the **Bank** about it.

5.18.6. Keep all the documents on transactions made using the **Card** and submit them to the **Bank** in case of disputed issues;

5.18.7. At the end of each calendar month, get acquainted with all the **Operations** carried out through the **Card** and, if necessary, protest the information about these operations in writing within the period established by the **Law**. In case of failure to submit a written claim to the **Bank** within this period, the mentioned information is considered confirmed and is no longer subject to further protest;

5.18.8. Immediately report the loss of the **Card** to the **Bank**. The **Card** is blocked based on a verbal **Application** at the information center. In order to place the **Card** on the additional international stop-list, the **Client** must apply to the **Bank** with a written **Application**, which must be verified by the signature of the **Client** or his authorized person or in another form determined by the **Bank**. Otherwise, the **Bank** is not responsible for the financial damage that may be caused to the **Client**;

5.18.9. If a lost **Card** is found, immediately return it to the **Bank**;

5.18.10. Conduct **Card** operations in accordance with the given conditions;

5.18.11. Pay all the commission fees set by the **Bank** in accordance with the applicable tariffs in the **Bank** for operations, as well as for the service of the **Account** and **Card(s)**, if necessary, to reimburse the expenses related to the loss of the **Card(s)**;

5.19. The **Bank** is not responsible for:

5.19.1. Illegal operation carried out with the **Card**, which occurred before receiving a written **Application** about the loss of the **Card** and before paying the commission by the **Client** to be placed on the international stop list;

5.19.2. Any illegal **Operation** carried out with the **Card**;

5.19.3. Any damage/loss incurred by the **Client** after the operations are limited to the MCC codes specified in the annex to these **Terms and Conditions**, after allowing the **Operations** based on the **Client's** referral;

5.19.4. **Card** blocking as a result of false notification;

5.19.5. Suspending the validity of the **Card**;

5.19.6. Disputes arising between the **Cardholder** and banks/financial institutions providing VISA Direct or MasterCard MoneySend services;

5.19.7. Delayed, incorrect or incomplete transactions caused by the international payment system or technical reasons;

5.19.8. The legality of the **operation** carried out through the **Card**;

5.19.9. The terms of actual reflection of the **Operation** performed through the **Card** on the **Client's Account**, if the said **Operation** was performed at a **POS terminal** that does not belong to the **Bank**. In addition, the **Operation** carried out through the **Card** at the **Bank's POS terminal** is reflected on the **Client's** account no later than 5 (five) calendar days from the moment of such **Operation**;

5.19.10. The possible loss that may be caused to the **Client** as a result of the change in the currency exchange rate between the date of the **Operation** carried out through the **Card** and the date of reflection of the said operation on the **Client's** account.

5.19.11. In case of using a **Digital Card** and/or **Token** or storing the **Digital Card** and/or **Token** in an electronic device, website or application produced by third parties, on the security of information containing confidential and/or personal data transferred to said third parties.

5.19.12. **Offline** transactions made with the **Card** (including **Recurring Payments**). The **Client** is aware and agrees that the **Offline Transaction(s)** are executed without **Bank's** confirmation, therefore, the **Bank** is not responsible for the execution of the **Offline Transaction(s)** with the **Client's Card**, including if the **Offline Transactions** are executed after the **Card** has been blocked.

5.20. The **Bank** will not consider the received claims, if the authorized owner violates the rules of informing the **Bank** defined by the **Agreement** when the **Card** is lost;

5.21. The **Client** is responsible for:

5.21.1. All illegal **Operations** carried out through the **Card**;

5.21.2. Liabilities arising to the **Bank** as a result of using an **Additional Card**;

5.21.3. Consequential damages, if for reasons independent of the **Bank** the **Account**, **Access Code** or other information about the plastic **Card(s)** and its owner(s) became known to the third party(ies);

5.21.4. All **Operations** performed on the **Account** before or after its closure;

5.21.5. Any type of **Operation** performed using the **Card** and/or **Access Code**;

5.22. The **Client** is obliged to compensate the **Bank** for damages caused by the **Cardholder's** violation of the terms of this **Agreement**;

5.23. The **Cardholder** has the right to apply to the **Bank** with a complaint regarding the **Operation**. In order to consider the complaint, the **Client** is obliged to submit to the **Bank** any documents requested by the **Bank**, including the order confirmation/cancellation letter(s), operation check, invoice, the result of communication with the merchant and/or other information/document related to the transaction as requested by the **Bank**. The **Bank** will consider the complaint related to the operation carried out with the **Card** no later than 20 working days after submission. In addition, if due to reasons independent of the **Bank**, is not possible to consider the complaint and make a decision on it within the mentioned period, the **Bank** informs the **Cardowner** of the justified reason for the delay, the deadline for considering the complaint and making a decision. The maximum period for making a decision on a complaint and informing the **Cardholder** is 55 working days after receiving the complaint.

5.24. The **Bank** is obliged to compensate the **Client** for the amount of the unauthorized **Operation** if the **Client** applied to the **Bank** within 40 (forty) calendar days after the

execution of the unauthorized operation and the **Client** did not violate the obligations under the **Law**, the **Agreement** or the present **Terms and Conditions**.

5.25. If the **Client** has not violated the obligations under the **Law**, the **Agreement** or these **Terms and Conditions** and the transaction was carried out in the territory of Georgia as a result of the illegal appropriation or illegal use of the **Card**, the **Client** is responsible for the damage caused by the said unauthorized **Operation** no more than 100 (one hundred) GEL.

## 6. Digital card

6.1. A **Digital Card** is a digital analogue of a plastic **Card**, which can be connected to the **Client's Universal Account** and which allows the **Client** to carry out operations allowed for this type of **Card**.

6.2. Multiple **Digital Cards** can be linked to a **Client's Universal Account**. However, activation of a **Digital Card** on the **Client's Account** does not limit the possibility of linking a physical plastic **Card** to the same **Account**. The maximum number of **Digital Cards** allowed on the **Account** is determined by the **Terms and Conditions** appendix No.2.

6.3. The **Digital Card** can be generated through the **Bank's Internet Bank, Mobile Bank** and/or any other channel determined by the **Bank** in the future in accordance with the rules and conditions established by the **Bank**.

6.4. Limits, restrictions and service tariffs for **Digital Card** transactions are determined in accordance with Appendix No.2 of these **Terms and Conditions**.

6.5. Unless otherwise specified in this paragraph, **Digital Card** services are subject to all the rules (including the **Client's** obligations) specified in these **Terms and Conditions** for **Card services**, which do not contradict the nature of the **Digital Card**.

6.6. In relation to the **Cards** that the **Client** will include in Apple Pay, the terms of inclusion and use of the Liberty Bank **Card** in Apple Pay apply, which is available on the **Bank's** website www.libertybank.ge and constitutes a single agreement together with these **Terms and Conditions**.

6.7. The **Client** is entitled to apply to the **Bank** at any time with a request to cancel/block the **Digital Card** through the channels specified by the **Bank**.

6.8. Blocking/cancellation of a **Digital Card** does not result in the cancellation of other **Digital Card(s)** and/or physical **Card(s)** linked to the **Client's Universal Account**.

## 7. SMS Bank

7.1. The **Bank** informs the **Client** about the **Operation** carried out through a short text message to the mobile phone number specified by the **Client** in the **Application**. The said notification will be implemented in the **Bank** in the prescribed form immediately after the **Operation** is completed;

7.2. When communicating with the **Client** regarding the use of SMS Bank services, the **Bank** will be entitled to use the **Verified Number**.

7.3. The **Client** is obliged to pay the commission established by the **Bank** to use the services of SMS Bank;

7.4. The **Bank** is not responsible for late, incorrect or incomplete notifications caused by reasons beyond the **Bank's** control, including technical ones;

7.5. The **Bank** is not responsible for the consequences caused by the disclosure of confidential information as a result of changing the number (**Verified Number**) specified in the **Application** by the **Client**, alienating it, losing the mobile phone or SIM card, transferring it to someone else, and any other similar situation.

7.6. In order to promote the security of Banking services, the **Bank** is authorized to activate SMS Bank for the **Client** free of charge on its own initiative. At the same time, the **Bank** has the right to disconnect the SMS Bank activated by the **Client** at any time on its own initiative.

## 8. Internet Bank

8.1. In order to use **Internet Banking** services, the **Client** must register as an **Internet Banking** user in accordance with the rules, conditions and procedures established by the **Bank**.

8.2. In order to use the **Internet Banking** service, the **Client** must be authorized through the **Access Codes** registered in the proper manner and conditions and/or the unique identifiers/**Access Codes** and/or electronic means/devices transferred in accordance with the procedures in the **Bank**. The **Client** is obliged to check the functionality of such devices or means (if any) within 7 (seven) calendar days after receipt.

8.3. The **Bank** is entitled at any time, without prior agreement with the **Client**, to change and/or create additional mechanisms for **Client** identification.

8.4. When using the **Internet Bank**, the **Client** is not identified by signature or identity documents. In such case, the person is identified after the **Client** has passed the electronic authentication procedures, any action performed after the authorized entry into the electronic system after passing the electronic authentication procedures, such entry and any operations performed as a result of the entry shall be deemed to have been duly performed by the **Client** and legal having power.

8.5. The **Bank** and the **Client** are obliged to protect the confidentiality of identification data.

8.6. In case of loss of identification data, the **Client** is obliged to contact the **Bank** immediately, on the basis of which the **Bank** will suspend the **Internet Banking** service on the **Client's Universal Account**.

8.7. The **Bank** shall not be liable for any loss or damage caused without limitation by technical failure, electronic transmission failure, illegal intrusion into the **Bank's** electronic

systems, or other electronic means. Additionally, the **Bank** is not responsible for any loss or damage caused by service interruptions and/or service overloads that affect the functionality of electronic systems.

8.8. Any technical means that the **Bank** provides to the **Client** is the property of the **Bank** and must be used by the **Client** in accordance with the requirements set forth in the present conditions.

8.9. The **Bank** is entitled to unilaterally impose restrictions on the **Client's** active **Operations**.

8.10. The **Bank** is authorized to execute the **Order** sent by the **Client** via the **Internet Bank**. The **Order** sent in this way will be considered by the **Bank** as sent by an authorized person. In the event that the **Client** sends an order through the **Internet Bank**, the **Bank** is entitled to unilaterally refuse to execute an individual **Order**, in the event that the balance on the account is not sufficient to complete the said **Order** or the amount of the received order exceeds the daily limit established by the **Bank**.

8.11. The **Client** is entitled to transfer money to the another person's account opened in the **Bank** through the **Internet Bank** through the recipient's mobile phone number or personal number. The **Bank** identifies the person based on the mobile phone number according to the mobile phone number recorded in the **Bank**. The **Bank** shall not be held liable for inaccurate representation of the recipient's data for any reason, including if the recipient has changed the phone number registered in the **Bank** and has not notified the **Bank** about this. The **Client** is obliged to carefully check the details of the transaction (including the recipient's initials, account number, and/or other information available as a result of entering the personal number/mobile phone number) and confirm the transfer only after being sure of their correctness. The **Client** is responsible for any consequences due to the transfer of funds in accordance with the parameters specified by the **Client**. Tariffs and limits for the use of the mentioned service are given in the Appendix No.1 of the **Terms and Conditions**.

8.12. The **Client** acknowledges the risk that the use of **Internet Banking** is related to the exchange of information in electronic form and is therefore is responsible for any damage caused by illegal access to the electronic system by any third party.

8.13. The **Client** understands and agrees that the **Bank** has the right to post a binding written statement (disclaimer) in electronic form at the place of posting and delivery of information at any time.

8.14. The **Client** understands and agrees that the **Bank** has the right at any time to impose restrictions on its provision of services or the **Client's** use of **Banking Products** in the territory of a foreign country.

8.15. The **Client** is obliged to:

8.15.1. Securely store any information, devices (if applicable) and **Access Codes** required to use **Internet Banking**. The **Client** is prohibited from disclosing the mentioned information to any third party;

8.15.2. Change the **Access Code** at the first login to the **Internet Bank** and to change it periodically in order to protect security and protect its confidentiality;

8.15.3. In case of loss or disclosure of **Access Code** and device (if any), notify the **Bank** immediately.

8.16. The **Bank** is not responsible for the consequences caused by the failure of the computer, network or software belonging to the **Client** or another person, as well as by the receipt of confidential information or operations carried out by the third party(ies) using the mentioned means.

8.17. The **Client** confirms that operations performed through the **Internet Bank** have the same legal force as a document printed on paper, confirmed (in writing and signed) by a person authorized to dispose of the **Account**.

8.18. If the **Client** does not use the **Internet Bank** within 90 (ninety) calendar days and does not pass the authentication, the **Bank** will be entitled to suspend the **Client's Internet Banking** and **Mobile Banking** services. The service will be restored after the **Client**, according to the procedure established by the **Bank**, applies to the **Bank** with a request for reactivation.

## 9. Standing Order

9.1. In the case of the **Client's** request for the service of the **Standing Order** provided for in the **Agreement**, the **Bank** is given the opportunity to debit and transfer predetermined amounts or a pre-agreed part of the funds in the **Account** to predetermined **Account(s)** on predetermined dates from the **Universal Account** in a non-acceptable manner.

9.2. The **Standing Order** service will be enabled for the **Client** after he/she fills out the **Application**, in accordance with the parameters specified in the same **Application**.

9.3. The execution of such **Client's Standing Order** service is subject to the availability of sufficient funds in the **Client's Account(s)** specified in the completed Automatic transfers **Application Form**;

9.4. The parties agree that the electronic payment documents created by the **Bank** for the execution of a **Standing Order** have the same legal force as a paper document printed on paper and confirmed by the signature of the person authorized to dispose of the **Account**.

9.5. The **Client** is entitled to:

9.5.1. Make appropriate changes to the data recorded in the initial **Application** for registration to the service;

9.5.2. Refuse to use the service.

9.6. The **Bank** is authorized to:

9.6.1. Not to execute a **Standing Order** in the presence of insufficient funds on the **Client's** **Account**;



9.6.2. Not to fulfill a **Standing Order** in the cases defined by the **Legislation**, as well as in the presence of the **Client's** debt to the **Bank**;

9.6.3. When there is/are available money on the **Client's Account**, to execute a **Standing Order** on the calendar date indicated by the **Client** in the **Application**, except for cases when the said date coincides with a non-working day established by **Law** - in such a case, the automatic transfer operation will be performed on the next working day. In the event that the **Client's Standing Order** involves the transfer of money to another financial institution, the **Bank** is not responsible for the time it may take for the receiving financial institution to reflect the transferred money on the recipient's/beneficiary's account.

9.6.4. Determine transfer priorities.

9.7. The **Client** is obliged to:

9.7.1. Have sufficient balance on the **Universal Account** to fulfill the permanent payment task;

9.7.2. Pay the service fee in accordance with the applicable tariffs at the **Bank** at the time of the transfer.

## 10. Direct Debit from the Universal Account

10.1. The service with **Direct Debit** implies the transfer of service fees from the **Client's Universal Account** without the **Client's** further consent, based on the information specified in the **Client's Application** for **Direct Debit** and the verification of the **Client's** debt.

10.2. The **Direct Debit** service will be enabled for the **Client** after he/she fills out the **Application**, in accordance with the parameters specified in the same **Application**.

10.3. The implementation of such **Direct Debit** by the **Client** is subject to the availability of sufficient funds in the **Client's account(s)** specified in the completed **Direct Debit Application** form;

10.4. The parties agree that the electronic payment documents created by the **Bank** for **Direct Debit** have the same legal force as the paper document printed on paper and confirmed by the signature of the person authorized to dispose of the **Account**.

10.5. The **Client** is entitled to:

10.5.1. Make appropriate changes to the data recorded in the initial **Application** for registration to the service;

10.5.2. Refuse to use the service.

10.6. The **Bank** is authorized to:

10.6.1. Not to make **Direct Debit** in the presence of insufficient funds on the **Client's Account**;

10.6.2. In the presence/availability of sums on the **Client's Account**, make an **Direct Debit** on the calendar date indicated by the **Client** in the **Application**, except when the said date coincides with a non-working day established by **Law** - in such a case, the **Direct Debit** operation will be performed on the next working day. In the event that the **Client's Direct Debit** involves the transfer of money to another financial institution, the **Bank** is not responsible for the time it may take for the receiving financial institution to reflect the transferred money on the recipient's/beneficiary's account.

10.6.3. Not to make **Direct Debit** in the cases defined by the **Law**, as well as in the presence of the **Client's** debt to the **Bank**;

10.6.4. Determine transfer priorities.

10.7. The **Client** is obliged to:

10.7.1. Always have sufficient balance on the **Universal Account** for **Direct Debit**;

10.7.2. Pay the service fee in accordance with the applicable tariffs at the **Bank** at the time of the transfer.

## 11. Money accumulation service – money box

11.1. The owner of any **Card** of the **Bank** can activate the service of **Automatic Accumulation of Money - Money Box** in accordance with the accumulation scheme(s) defined by the **Bank**.

11.2. The **Money Accumulation Service** can be activated both in the **Bank's** branches and service centers, as well as in the **Bank's** remote service channels in accordance with the rules established by the **Bank**.

11.3. The **Money Box** allows the **Client** to accumulate money on each **Card** transaction in a saving deposit **Account** according to the predetermined accumulation scheme(s).

11.4. As part of the **Money Accumulation Service**, the **Client** has the opportunity to accumulate money according to the following schemes:

11.4.1. Money accumulation scheme cashback - within the framework of using the **Bank's** loyalty program, the amount to be returned to the **Client's Account** will be automatically credited to the **Client's** saving deposit **Account**. For the avoidance of any doubt, the amount will be credited to the **Client's** saving type **Account** under the scheme specified in this paragraph only if he has activated cashback in accordance with the rules established by the **Bank**.

11.4.2. Fund accumulation scheme fixed unit - after each transaction made with the **Card** in GEL, the amount corresponding to the fixed unit pre-selected by the **Client** will be automatically credited to the **Client's** pre-demand type saving **Account**.

11.4.3. Accumulation scheme with rounding - after each card transaction in GEL, the transaction amount is rounded up to the nearest upper whole number and the difference between the rounded amount and the transaction amount is automatically transferred to the demand deposit account specified by the **Client**.

11.4.4. Accumulation scheme with a fixed unit in a predetermined number (**Standing Order**) - the fixed amount indicated in the **Application** by the **Client** at a predetermined

period and in a predetermined number is automatically transferred to the demand saving **Account** specified by the **Client**.

11.5. The **Client** is entitled to activate simultaneously several types of accumulation schemes. The desired accumulation scheme is defined by the **Client** with the relevant **Application**.

11.6. With the **Money Accumulation Service**, it is possible to accumulate any amount of money on a saving deposit **Account**. In addition, it is possible to accumulate funds on one saving **Account** through the activated **Money Accumulation Service** on any number of **Accounts** of the **Client**.

11.7. In the event that the **Client** has chosen several schemes of accumulation of funds and/or the accumulation of funds is carried out on several deposit **Accounts**, the accumulation of funds will be carried out taking into account the priority of the respective deposits and accumulation schemes chosen by the **Client**.

11.8. The **Money Accumulation Service** is activated on the **Client's Account** and not on the **Card**, therefore, if the **Money Accumulation Service** is activated on the **Account** chosen by the **Client**, the money will be accumulated on any transaction made with any **Card** (including **Digital Card**) connected to the **Account** chosen by the **Client**.

11.9. Funds can be collected only in national currency through the **Money Accumulation Service**. In addition, with the **Money Accumulation Service**, money is transferred to the deposit only from the balance on the relevant currency sub-account, and the **Bank** will not convert the amount regardless of the balance on other currency sub-accounts of the relevant **Account**.

11.10. As part of the **Money Accumulation Service**, money is transferred to the saving deposit **Account** only if there is a balance of the appropriate amount on the **Client's Account**. The available balance of the **Account** also includes the amount available at the expense of the allowed overdraft limit on the GEL **Account**. In addition, after the transaction is completed, the amount to be collected will be transferred in full to the deposit **Account(s)** selected by the **Client**. In the event that after the transaction, there is not enough money in the **Client's** account to transfer the amount according to the accumulation scheme chosen by the **Client**, the partial transfer and/or later transfer of the amount will not be carried out.

11.11. The **Client** knows and agrees that the transfer of money will not be made to the relevant **Account** in case of any kind of public legal restriction (including collection/seizure).

11.12. The **Client** has the right to apply to the **Bank** at any time in order to cancel the **Money Accumulation Service**.

11.13. The **Money Accumulation Service** activated on the **Client's Account** will be canceled automatically if the **Client** closes the saving deposit **Account** on which the money is being accumulated.

## 12. Incentive programs and/or promotions

12.1. The **Bank** is entitled, at its discretion, to offer the **Client** to participate in the **Bank's** incentive programs and/or promotions (if any), within the framework of which the **Client** will be given the opportunity to receive various benefits determined by the **Bank** in the process of using Banking services.

## 13. Special currency account

13.1. The number of **Special Currency Accounts** allowed for the **Client** is limited and is defined in Appendix #1 of the **Terms and Conditions**.

13.2. A **Special Currency Account** is not a **Card Account** and a **Bank card** is not linked to it.

13.3. These terms apply to the **Special Currency Account**, taking into account the specifics of the **Special Currency Account**.

## 14. Agro account and Agro card

14.1. **Agro account** is a mono-currency current **Bank account** to which an **Agro card** is linked and which the **Client** can open without opening a Universal Account or at the same time, if the **Client** submits the relevant **application(s)** and mandatory documentation (if necessary).

14.2. **Agro account** is intended for intended use and is aimed at individuals involved in the agro sector who want to use the **Bank account** to perform payment operations in agro-product/service facilities, to receive and dispose subsidies/assistance and/or other kind of monetary funds given/to be given within the framework of state projects for the promotion of agriculture/agro sector.

14.3. The operations, limits and tariffs allowed on the **Agro account** are defined in **Annex N4** of these **Terms and Conditions**.

14.4. **Agro card** is a local payment **card** issued by the **Bank**, which is given to the **Client** in case of opening the **Bank's Agro account** and through which the **Client** can dispose of the funds in the **Agro account** and/or other types of subsidy(s) acceptable within the framework of state projects according to the terms/rules defined in the present **Terms and Conditions**.

14.5. With an **Agro card**, it is only possible to spend the funds available in the **Agro account** and/or a subsidy activated on the **Agro account** within the framework of the State Program for the Promotion of Agricultural Land Owners, determined by the N312Decree of May 18, 2018 of the Government of Georgia (hereinafter referred to as the Decree) - Agro subsidy)

in the network of the **Bank's** partner merchants, by performing payment operation(s) at the **Bank's** POS terminal.

14.6. The limits and tariffs of operations allowed on the **Agro card** are determined by **Appendix N4** of these **Terms and Conditions**.

14.7. **Acceptance and use of agro subsidy**: **Agro subsidy** can be received only by users who are beneficiaries defined by the **Decree** and who are recorded in the list of beneficiaries receiving subsidies provided to the **Bank** by NNLE "Agricultural Projects Development Agency" (hereinafter - the **beneficiary**) and/or have the appropriate authority to receive/dispose **Agro subsidy** on behalf of the **beneficiary**.

14.8. The **user** is entitled to activate his/her own and/or acceptable **Agro subsidy** based on relevant authority on the **Agro account** and to spend it (**Agro subsidy**) through the **Agro card** by applying to the **Bank** with the appropriate **application**.

14.9. It is not allowed to withdraw the **Agro subsidy** and/or its monetary equivalent in cash form and/or utilize it by any other method, except for performing payment operation(s) at the **Bank's** POS terminal for the purpose of purchasing agricultural products in the **Bank's** partner **merchant** network.

14.10.1 The list of the **Bank's** partner **merchants**, in whose network it is possible to spend/use the **Agro subsidy**, is defined on the website owned by the **Bank** - Myliberty.ge and/or in other channels defined by the **Bank**. The list of **partner merchants** may change at any time. The **user** is obliged to verify the list of **partner merchants** on the website owned by the **Bank** - Myliberty.ge.

14.11. The **Bank** is entitled not to activate the **Agro subsidy** on the **Client's** account, in case that at the time of activation of the **Agro subsidy**, any kind of enforcement measure is applied to the **Client's** account. In the event that any type of enforcement measure is applied to the **Client's** account(s) after points/subsidy activation, the **Bank** is entitled to completely restrict the **Client's** ability to use the subsidy until the enforcement measure(s) are lifted.

14.12. The general **Terms and Conditions** of the **account** and **card** defined in the present terms apply to the **Agro account** and the **Agro card**, which do not conflict with the terms of the **Agro account** and **Agro card** defined in Article 14.

14.13. The **Bank** has no way of controlling the services offered by the **Merchant** (trading facility), therefore the **Bank** is not responsible for inaccuracies arising from the services provided by the **Merchant** (trading facility), for the damage caused to the **Client** and/or third parties, as well as for the correctness of the information on the **Merchant's** (trading facility) website, changes and/or other errors arising as a result of the service.

**15. Technical account**

15.1. A **technical account** is a mono-currency account of an individual, which can be opened in any of the following currencies (GEL, USD, EUR) and on which only specific operations defined by the **Bank** and/or additional Banking services related to the **technical account** are allowed. A **technical account** will be opened to the **Client** after filling out the **application**, submitting the appropriate documentation and paying the appropriate fee (if any).

15.2. The **technical account** can be used as a service account for the **Bank's** credit/deposit (including certificate of deposit) products and/or within the framework of state projects/programs for the **Client** to receive/dispose money and/or other type of subsidy(s) from the **Bank's** service channels.

15.3. Only withdrawal operations by the **Client** from the **Bank's** physical service facilities (branch/service center) are allowed on the **technical account**. Also, within the framework of the state or other project/program, it is possible to transfer money to the **technical account** by the relevant state body and/or institution. Any other operation on the **technical account** is not allowed, unless otherwise specified by the **Bank**.

15.4. It is not allowed to link the **Card** on the **technical account** and/or conduct Banking operations through remote Banking channels.

15.5. The **Bank** is not obliged, but has the right to immediately close the **technical account** without the prior consent of the **Client** and without prior notice to the **Client**, in the absence of a positive balance on the **technical account**, if the technical account is not used as a service account for another active Banking product of the **Client** offered by the **Bank**.

**16. Service Account**

16.1. A **Service account** is a mono-currency account of an individual, which can be opened in any of the following currencies - GEL, USD, EUR, and on which only specific operations defined by the **Bank** are allowed.

16.2. The **Service account** will be opened to the existing and/or potential depositor(s) of the **Bank/holder(s)** of the certificate of deposit after submitting the **application** in the form prescribed by the **Bank** and providing the appropriate documentation to the **Bank**.

16.3. The **Service account** can be used as a servicing account for an individual's certificate of deposit, fixed-term deposit (including accumulative deposit), loan secured by a certificate of deposit/deposit and/or other deposit and/or credit products subsequently determined by the **Bank**.

16.4. Only those operations specified in **Appendix No.5** of the present **terms and conditions** will be allowed on the **Trading account**. Any other operations on the sales report are not allowed, unless otherwise specified by the **Bank**.

16.5. It is not allowed to link a **Bank card** to the **Service Account**.

16.6. A **Service account** may be closed at the **Client's** request only if it is not an active deposit/certificate of deposit servicing account. Although the **Bank** is authorized to close the **Service account** without the prior consent of the **Client** and without sending a prior notification to the **Client** if the **Service account** is not used as a servicing account for another active banking product of the **Client** offered by the **Bank**.

**17. VISA Direct and MasterCard MoneySend Card transfers**

17.1. The **Client** is responsible for all the **orders** he/she issues to the **Bank** when using **VISA Direct** or **MasterCard MoneySend Card** transfer. This implies responsibility for any error made during filling and/or orders made by a third party.

17.2. The rules for using the **Bank Card** intended for making **VISA Direct** or **MasterCard MoneySend Card** transfers by the **Client** and security rules are defined in accordance with **Article 5** of these **Terms and Conditions**.

17.3. The **Client** should not use the **VISA Direct** or **MasterCard MoneySend Card** transfer service, if this results in spending money on his account without the **Bank's** prior approval;

17.4. The **Client** will be responsible for any transaction he/she performs as a result of using a **VISA Direct** or **MasterCard MoneySend Card** transfer.

17.5. The **Bank** will take all measures to provide the **Client** with **VISA Direct** or **MasterCard MoneySend Card** transfers service, but the **Bank** will not be responsible in case of failure to provide the **Client** with the said service due to reasons beyond the **Bank's** control. This includes, without any limitation, cases where there is a service interruption of the **Bank** system or **VISA Direct** or **MasterCard MoneySend Card transfers**, system update and/or improvement, as well as service interruption due to the bank servicing the receiving card.

17.6. To protect the **Client's** and/or its own interests, the **Bank** may suspend or limit the **Client's** use of **VISA Direct** or **MasterCard MoneySend Card transfers** in whole or in part. When performing such an action, the **Bank** will send a notification to the **Client** as soon as possible. The **Bank** can also at any time completely or partially stop the service of **VISA Direct** or **MasterCard MoneySend Card transfers** to the **Client**.

17.7. The **Client** authorizes the **Bank** to execute all electronic instructions/orders issued by the **Client** (as reflected by the **Bank**) through the **VISA Direct** or **MasterCard MoneySend Card transfers** service.

17.8. It will not be considered a breach of the **Agreement** by the **Bank** and it will not be liable for the resulting outcome when:

17.8.1. **VISA Direct** or **MasterCard MoneySend Card** transfer service (or its part) cannot be implemented due to reasons independent of the **Bank**;

17.8.2. **Client's** security details (in particular, access codes) have been used in an unauthorized manner;

17.8.3. The **Bank** has not received the order(s) sent by the **Client**.

17.8.4. In order to use **VISA Direct** or **MasterCard MoneySend Card transfers**, the **Client** may additionally be charged a service fee for **VISA Direct** or **MasterCard MoneySend Card transfers** made through the channel of another financial institution, the amount and limit(s) of which are determined in each specific case by the servicing financial institution.

**18. Contactless card**

18.1. **Contactless Card** is a type of **bank card** with a chip that allows the **Client** within a specified limit, in a contactless manner, i.e. without entering an **access code** when making a payment transaction with a **card**, to carry out **operations** in service facilities authorized to provide the appropriate service and equipped with appropriate technical means.

18.2. The volume of the permissible limit for a contactless purchase operation performed with a Visa PayWave and MasterCard PayPass **card** without entering an **access code** is determined by the acquirer in accordance with the rules of the international payment system.

18.3. The rules for the use and security of the **Contactless card** are defined in accordance with **Article 5** of the present **Terms and Conditions**.

**19. Mobile Bank**

19.1. In order to use the **Mobile Bank**, the **Client** must have activated **Internet Banking** and have a mobile phone (hereinafter "Phone") running on the appropriate operating system (Android, IOS and/or other operating system determined by the **Bank**).

19.2. **Mobile Bank** can be used only after downloading and installing the **Mobile Bank** application (the application is available in the Internet stores of operating systems - Google Play, App Store, etc.) on the phone.

19.3. When using the **Mobile Bank**, the **Client** must use his/her **Internet Bank** username and password and undergo authentication. The **Bank** is authorized to create additional mechanisms for **Client** identification.

19.4. When using the **Mobile Bank**, the **Client** is not identified by signature or identity documents. In such case, the person is identified after the **Client** has passed the electronic authentication procedures, any action performed after the authorized entry into the electronic system after passing the electronic authentication procedures, such entry and any operations performed as a result of the entry shall be deemed to have been duly performed by the **Client** and have legal power.

19.5. The **Client** is obliged to protect the confidentiality of identification data (including **access codes**). The **Client** confirms and undertakes to immediately notify the **Bank** about the loss of the phone, cancellation of ownership of the phone by the **Client** and/or other such

changes that may affect the safe provision of **Mobile Banking** services by the **Bank** to the **Client**.

19.6. In any case, the **Client** will be responsible for the orders sent to the **Bank** from the phone.

19.7. The **Bank** shall not be liable for any loss or damage caused - without limitation - by technical failure, electronic transmission failure, illegal intrusion into the **Bank's** electronic systems, or other electronic means. Additionally, the **Bank** is not responsible for any loss or damage caused by service interruptions and/or service overloads affecting the functionality of electronic systems.

19.8. The **Bank** is entitled to unilaterally impose restrictions on the **Client's** active operations.

19.9. The **Client** is aware of the risk that the use of **Mobile Bank** is related to the exchange of information in electronic form and is therefore responsible for any damage caused by illegal access to the electronic system by any third party.

19.10. The **Client** acknowledges and admits that the **Bank** may, in its sole discretion, record any or all orders received or sent over the telephone and retain such information in such manner and form as it deems necessary. The **Client** confirms that the **Bank** may rely on such information and use it as evidence in any dispute.

19.11. The **Bank** has the right to fulfill the **Client's** order, taking into account the time associated with its processing, but no later than the next Banking day. In addition, the **Bank** will not be responsible for any loss, damage, direct or indirect expenses incurred by the **Client** as a result of technical means or third parties' interruption of the service due to violation of the said deadline.

19.12. The **Client** authorizes the **Bank** to send short text messages to the **Client's** phone in accordance with the **Mobile Banking** Terms of Service, until the **Bank** receives a different written instruction from the **Client**.

19.13. In the absence of sufficient funds / limit on the **Universal Account** of the **Client**, the **Bank** is not obliged to perform the task.

19.14. The **Bank** is not responsible for mobile phone services and only the mobile phone service provider will be responsible for providing such services to the **Client**, as well as for the disputed situation between the **Client** and the mentioned mobile phone service provider.

19.15. The **Bank** has the right to deduct the service fee from the **Client's** account(s) through **Mobile Banking** in a non-acceptance manner or, if the funds are not sufficient, to receive the funds to be paid by the **Client** in any form.

19.16. The **Bank** will rely on any electronic order received from the **Client** and the **Bank** will not be obliged to verify the identity of the sender or the authenticity of the order. The **Client** will not under any circumstances complain to the **Bank** for relying on such assignments. The **Client** is responsible for unauthorized use of the phone by third parties. The **Bank** reserves the right to periodically make changes, improve and/or change the **Mobile Bank** service.

19.17. The **Bank** may, at its own discretion, accept a request for cancellation of any operation or task from the **Client**, considering that the **Bank** has not yet started the said operation or task. The **Bank** shall not be liable for any late payment or expense (direct or indirect) which may be caused by such cancellation. The **Client** shall not dispute with the **Bank** about the manner or form in which the **Bank** may carry out such cancellation.

19.18. The **Client** confirms that the operations performed through **Mobile Bank** have the same legal force as a document printed on paper, confirmed (executed in writing and signed) by the person authorized to dispose of the account.

19.19. If the **Client** does not use the **Mobile Bank** within 90 (ninety) calendar days and does not pass the authentication, the **Bank** will be entitled to suspend the **Client's Mobile Banking** and **Internet Banking** services. The service will be restored after the **Client**, according to the procedure established by the **Bank**, applies to the **Bank** with a request for reactivation.

19.20. Termination of Internet Banking service automatically results in termination of **Mobile Banking**.

## 20. Currency exchange

20.1. The **Bank** will provide the **Client** with informational and brokerage services related to currency exchange, as well as currency exchange operations. A currency exchange operation means the sale of funds in one of the **Client's** currency accounts for another. The **Bank** will perform the currency exchange operation in accordance with the **Client's** application, at the commercial rate established in the **Bank** or at the Tbilisi interbank exchange rate.

20.2. The **Bank** undertakes to conduct a currency exchange operation on the **Client's Universal Account**, in case of the presence of the necessary amount for such an operation, and upon completion of the currency exchange operation, to credit the amount purchased by the **Client** to the **Client's** account on the date of currency exchange (debiting and crediting funds to the **Client's** accounts) specified in the application.

20.3. The **Bank** is authorized from the moment of receiving the **Client's** application for conducting a currency exchange operation, to block the funds in the **Client's Universal Account**, within the amount to be sold by the **Client** in the application (taking into account the transaction fee) until the end of the operation (debiting/crediting the relevant funds to the accounts or in case of non-execution of the operation by the **Bank**).

20.4. The **Bank** does not undertake to fulfill the application for conducting a currency exchange operation if the exchange rate limitation is specified in the application, or the exchange rate set by the **Bank** does not meet the exchange rate limitation requirements. Limiting the exchange rate means: in the case of applying at the exchange rate, the

maximum buying or minimum selling rate, and in the case of applying at the commercial rate - the requirement to perform the currency exchange operation only at the indicated rate.

20.5. If, due to the reasons mentioned in this paragraph, the currency exchange operation was partially carried out or not carried out at the exchange rate, the **Bank** will inform the **Client** about the reasons for the non-fulfillment of the application and, in the case of the consent received from the **Client**, will carry out the currency exchange operation at the commercial rate determined by the **Bank**. Such reasons can be:

- a) Trading on the exchange did not take place due to a reason independent of the **Bank**;
- b) The **Bank's** application to the exchange was partially satisfied;
- c) The **Client** did not receive the amount purchased by the **Bank** on the exchange or partially received it.

20.6. In order to conduct currency exchange operations, the **Client** is obliged to comply with the general rules established by the **Bank** (application submission deadlines, filling rules, etc.) and to pay the commission fee established for the said operations.

## 21. Money transfers

21.1. Money transfers service allows the **Client** to transfer money from the account or receive money to the account in Georgia or any other country through the systems belonging to the **Bank** or the **Bank's** partner international remittance operator-partners;

21.2. Using the money transfer service, it is possible to receive / send money, including from/for such a person who does not have an open account in the **Bank**;

21.3. Using the money transfer service, money can be transferred and received in **GEL, USD, EUR, GBP** or **RUB**;

21.4. The **Client** himself/herself chooses the money transfer system using which he/she wants to receive or send/transfer money. However, transferring and/or receiving money in **GEL** is possible only through the **Bank's** remittance system Liberty Express;

21.5. Receiving money transfer to the account is free. Withdrawals from the account of the received remittance are subject to the payment of a standard fee;

21.6. Money transfer from the account is subject to the payment of a transfer fee, which is different depending on the country where the money transfer is made and the system, the amount of money transferred and the currency, as well as the system through which the money transfer is made;

21.7. The **Client** receives information about the term of execution of the money transfer and the amount of the commission fee before the operation and/or during the execution of the operation. The authorization/completion of the money transfer operation by the **Client** indicates his/her (the **Client's**) unconditional consent to the **Terms and Conditions** provided/announced by the **Bank** in advance;

21.8. In order to receive a money transfer by the **Client**, it is necessary to provide the **Bank** with at least accurate information about the remittance code, amount and currency, otherwise the **Bank** is deprived of the opportunity to find the **Client's** money transfer to be credited to the **Client's** account;

21.9. In order to transfer money by the **Client**, it is necessary, without limitation, to provide the **Bank** with the identification data of the recipient/beneficiary and the location (country, city, in some cases, the institution to which the recipient applies in order to receive the remittance). After executing the money transfer, the **Bank** provides the sender with the money transfer code, which the sender must provide to the recipient. The **Bank** is not responsible for any delay that is the result of incorrect information provided to the **Bank** by the remitter about the recipient of the money transfer;

21.10. If the money transfer sent is in a currency in which the **Client** does not have a sub-account or has a sub-account, but the said sub-account does not have enough available balance to execute the remittance - the **Bank** will convert the amount from the **Client's** account(s) in order to execute the transfer at the **Bank's** commercial currency exchange rate at the time of execution of the money transfer;

21.11. If the money transfer received is in a currency in which the **Client** does not have a sub-account, the **Bank** will transfer the remittance to the sub-account of the **Client**, which is chosen by the **Client** himself/herself. In such a case, the **Bank** will convert the remittance amount received by the **Client** into the currency of the sub-account using the **Bank's** commercial exchange rate.

## 22. eMoney electronic wallet

22.1. **eMoney electronic wallet** service is a joint service of the **Bank** and **eMoney**, using which, the **Client** of the **Bank** and **eMoney**, if any, is given the opportunity to have an **eMoney electronic wallet** for a specific moment in the possible currency(s), from which he/she is authorized to make settlements and/or payments, receive funds to the e-wallet and/or perform other actions provided and permitted by law and/or relevant conditions, including, without limitation, using his/her **eMoney e-wallet** account (and/or mobile number and/or e-mail address and password) for authorization on such websites, where authorization with **eMoney** is allowed.

22.2. In order to organically link the **eMoney electronic wallet** to his/her **Bank** account (which will make it easier for the **Client** to receive the relevant services), the **Client** is obliged to register on the **eMoney** website and undergo the identification process provided by the applicable legislation.

22.3. The terms of **eMoney electronic wallet** service, tariffs and the rights and obligations of the parties are detailed in the **eMoney electronic wallet** service conditions, which are



posted on the website - www.emoney.ge (http://bit.ly/1ZvqRlk) and which are an Appendix to these **Terms and Conditions** and an integral part of it. By agreeing to these Terms and using the **eMoney electronic wallet**, the **Client** confirms his/her consent to the above **eMoney electronic wallet** service terms. However, when registering on the **eMoney** web page and/or **eMoney** mobile application, **eMoney** may additionally ask the **Client** for electronic consent to the **eMoney e-wallet** service terms.

22.4. The **Bank** reserves the right to unilaterally, at its sole discretion, suspend the **eMoney e-wallet** service (or any individual function or functions of the **eMoney e-Wallet**, including without limitation top-up, receiving funds and/or withdrawing funds) in the event that the **operation(s)** in the **Bank's** and/or in **eMoney's** opinion is deemed to (i) have been made in violation of the terms of this Agreement, and/or (ii) is suspicious and related to money laundering, terrorist financing, fraud and/or other illegal activities. The **Bank** and/or **eMoney** will attempt to notify the Merchant of the suspension or limitation of such services, unless they are prohibited from providing such notification by **law**, court decision or other binding legal document.

**23. Bank card 3D security service**

23.1. The **Bank card 3D security** is an additional means of protection offered by the **Bank** to the **Client**, of which purpose is to ensure the safe execution of transactions carried out via the Internet with a **card** included in the international payment system of VISA or MasterCard in the form of Verified by Visa and MasterCard SecureCode services.

23.2. Activation of the **Bank card 3D security** can be carried out by the **Bank** on its own initiative in accordance with the present **Terms and Conditions** and the rules defined by the **Bank**.

23.3. When carrying out transactions through the Internet with the **card**, a **3D security one-time SMS verification code** will be sent to the number registered in the name of cardholder in the **Bank**.

23.4. The **Client** understands and agrees that if the **Client's** contact data specified in the **Bank** is incomplete and/or incorrect, he/she will not be able to use the **Bank card 3D security** service and perform operations that require the use of the **3D security service**.

23.5. Based on security considerations, the **Bank** is authorized to enable **3D security** for the cardholder on its own initiative, including during online transactions by the authorized cardholder.

23.6. In order to carry out online transactions (purchase of goods and/or services) using **3D security**, it is necessary for the authorized cardholder to make sure of the authenticity of the Merchant's (trade facility) website; for this it is necessary to have at least the following conditions: (a) the website of the Merchant (trade facility) must have the logo of the **Bank** and "Verified by VISA" or "MasterCard SecureCode"; (b) the requesting website must have security certificates.

23.7. The one-time SMS verification code to be used by the authorized cardholder for transactions is dynamic and is sent instantaneously during online transactions (purchase of goods and/or services) with the **Bank card**.

23.8. The authorized cardholder is responsible for ensuring the confidentiality of the information used during transactions via the one-time SMS verification code and/or the Internet, therefore the **Bank** and/or the international payment system of VISA / MasterCard are not responsible for any damage and/or loss arising from the failure to fulfill the said obligation.

23.9. The **Bank** has no way of controlling the services offered by the Merchant (trading facility), therefore the **Bank** is not responsible for inaccuracies arising from the services provided by the Merchant (trading facility), for the damage caused to the **Client** and/or third

parties, as well as for the website of the Merchant (trading facility) - on the correctness of the information on the page, changes and/or other errors arising as a result of the service.

23.10. When using the **3D security service**, the **Client** is responsible for all orders that he/she issues to the **Bank** after passing through special security procedures.

23.11. The **Bank** will take all measures to provide the **Client** with **3D Security Service**, but the **Bank** will not be responsible if it is not possible to provide the **Client** with the said service due to reasons beyond the **Bank's** control (including, but not limited to, disruption of the **Bank's** system or **3D Security Service** due to system updates or / and due to improvements, the **3D security service** may not be available on the websites of merchants operating in the territory of a foreign country).

23.12. In order to protect the **Client's** and/or its own interests, the **Bank** may suspend and/or limit the **Client's** use of the 3D security service or its part. When performing such an action, the **Bank** will send a notification to the **Client** as soon as possible. The **Bank** can also completely or partially stop the **Client** from using the **3D security service** at any time. In case of suspension and/or restriction of **3D Security service**, the **Client** is responsible for the operations before the suspension/restriction of the service.

23.13. It will not be considered a breach of the contract from the **Bank** and **Bank** will not be liable for the following results when:

23.13.1. **3D security service** (or its part) cannot be provided due to reasons independent of the **Bank**;

23.13.2. Telecommunication facilities are faulty when conducting transactions via the Internet;

23.13.3. Hardware of the authorized cardholder has a software virus;

23.13.4. The **Client's** security details (in particular, the one-time SMS verification code) have been used in an unauthorized manner;

23.13.5. The **Bank** has not received the order(s) sent by the **Client**.

**24. Contactless reader service**

24.1. In order to use the **contactless reader**, the authorized owner of the **card** or ID card included in the PAY system is obliged to follow the instructions of the **ATM**, including but not limited to: (a) to place the **card** on the **contactless reader** in order to identify the **Client**; (b) after identifying the **card**, enter the mobile phone number in use; (c) indicate the code received on the mobile phone number specified by him/her in the appropriate field of the **ATM**; etc.

24.2. Upon successful completion of the **Client** identification procedure, the cardholder is entitled to choose one of the account(s) displayed on the **ATM** screen and carry out a withdrawal operation.

24.3. **ATM** withdrawal operation is allowed only if the balance available on the account is at least 5 (five) GEL in the case of payment of the withdrawal commission to the **Bank**, and in the case of foreign currency - 5 (five) GEL equivalent in the relevant currency (at the **Bank's** commercial exchange rate).

**25. Service through remote service center**

25.1. The **Bank** is entitled, in the case of a **Client's** request, to perform some of the services specified in the conditions, with the scope determined by the **Bank**, with the involvement of the remote service center, including identifying the **Client**, providing information, receiving orders, etc.

Part III

**26. Banking service tariffs**

26.1. The financial relationship between the **Client** and the **Bank** is fully regulated by the **tariffs** established by the **Bank**.

26.2. The **Client** pays the commission to the **Bank** when using any of the products/services and/or **tariff packages** mentioned in paragraph 1.4 of the **Terms and Conditions**, in accordance with the **tariffs** established by the **Bank** for the time of their use.

26.3. Payment of the service fee for the **tariff package(s)** is made in advance, once a month.

26.4. The first payment for the **tariff package(s)** is made on the day of purchase of the particular **tariff package** and thereafter once a month on the same day of each subsequent month. If this day does not exist in a specific calendar month, the fee will be charged on the last day of the said calendar month.

26.5. The **Bank** is authorized to unilaterally change the applicable **tariffs**. In case of changes in the **tariffs** set by the **Bank**, the **Client** will be notified in advance personally or through the **Bank's** information materials.

26.6. The **Bank** is authorized to debit the service fees from the **Client's Universal Account** and/or other **Client's** account(s) opened in the **Bank**.

26.7. Banking products service fee is debited from the **Client's Universal Account** and/or other **Client's** account(s) opened in the **Bank**, including through conversion, in accordance with the **Bank's** commercial exchange rate on the day of conversion.

26.8. The rates of joint services/products offered to the **Client** together with the **Bank's** partner organizations are determined unilaterally by these organizations.

26.9. If the **Client** refuses the **tariff package** and/or the service/product provided by the **tariff package** after purchasing the **tariff package** and/or service/product, the amount paid to the **Client** will not be refunded.

26.10. Non-payment of any service or **tariff package** commission by the **Client** entitles the **Bank** to suspend or terminate other services or the right to use the **tariff package** defined by these **Terms and Conditions**.

26.11. In case of purchase of a new **tariff package** (change of **tariff package**) by the **Client**, the tariffs determined by the new **tariff package** will apply to the **Client**. In addition, if carried out:

26.11.1. Purchase of a higher value **tariff package** - the service fee of the new **tariff package** will be adjusted according to the amount of the fee paid in advance for the use of the previously purchased **package** by the **Client** (according to the days actually used);

26.11.2. Purchase of a **tariff package** of a lower value - the **Client** will be reimbursed the corresponding amount of the commission paid in advance for using the previously purchased **tariff package**.

26.12. When purchasing a new **tariff package** / changing the **tariff package**, the service fee payment date will be changed and determined according to the date of purchase / change of the **tariff package**.

26.13. On the day of paying the service fee for a specific **tariff package**, the **Client** will be charged with the next month's fee. If there is not enough balance in the account, it will be remembered to pay the charged commission, which will be deducted as soon as the money appears in the account.



26.14. If on the day of payment of the tariff (fees) of the **tariff package(s)** the **Client's** account already has a debt in the form of the previous month's commission, the commission of the next month/months will be accumulated in the form of arrears every month. The amount of the accumulated debt will be deducted from the **Client's** account(s) immediately after the amount is placed on the account(s) in any form until the debt is fully paid. In case of non-payment of the tariff(s) (commission) of the **tariff package(s)** in full or in part for 3 (three) consecutive months, the debt accumulation is stopped.

26.15. After payment of service fee arrears for the **tariff package(s)**, the existing package tariff (if any) will be restored to the **Client**. However, the terms of charging the fee for the **tariff package(s)** will remain the same as specified when purchasing the respective **tariff package**.

26.16. In case of debt owed by the **Client** to the **Bank**, first of all, the **Bank** debits the amount from the **Client's** account(s) to cover the debt. Only after that, the **Client** has the right to dispose of the remaining amount at his discretion.

26.17. **Debt** owed by the **Client** to the **Bank**, the amount is paid **is** in the order determined by the **Bank**. In addition, the standard sequence of debt repayment is as follows:

26.17.1. Service fee for **tariff packages** (if any);

26.17.2. Credit debt (if any) – including credit card, **overdraft** and other credit **products**;

26.17.3. Percentage of **overspending (overlimit)** (if any);

26.17.4. Other debts owed by the **Client** to the **Bank** (if any).

26.17.5. For the avoidance of any doubt, the standard order of repayment of the debt specified in the Paragraph 26.17 of the **Terms** does not exclude the right of the **Bank** to carry out the repayment of the **Client's** debt in another order determined at its discretion.

## 27. Terms of acceptance and execution of the order

27.1. The **Bank** carries out the payment **operation** based on the **order** submitted to the **Bank** by the payer or recipient. In addition, the **order** can be submitted in a tangible material and/or immaterial-electronic form.

27.2. The **Bank** will accept and execute the **order** only if the payer or recipient has filled in the details requested by the **Bank** in full and in a timely manner.

27.3. The **Client** is aware that the acceptance of the **order** by the **Bank** does not automatically imply the execution of the payment **operation**, and the payment **operation** is related to the relevant validity terms, which depend on the content of the **order** itself.

27.4. The period of time established for the acceptance of the **order(s)** by the **Bank**, as well as the maximum time required for the implementation of the accepted **order(s)** are given in the **Appendix #6** of the **Agreement**.

## 28. Liability of the parties

28.1. The **parties** undertake to compensate each other for the damage (losses) caused as a result of non-fulfillment or improper performance of the **agreement** in accordance with the law and/or the **agreement**.

28.2. In order to ensure full and timely fulfillment of the liabilities assumed by the **Client** under the **agreement**, the **Client** declares his/her prior consent to the full authority of the **Bank**, according to which the **Bank** at its own discretion:

28.2.1. in case of non-fulfillment and/or improper fulfillment of obligations (including the existence of such a threat) by the **Client** under the **agreement** and/or any other agreement(s) with the **Bank** (including but not limited to credit and/or collateral agreement(s)) shall block the **Client's** account;

28.2.2. Without consent write off all payments from any type of **Client's Bank** account (including unequivocally the commission fees established in the **Bank** for operations and account servicing, taxes/payments defined by **law**, erroneously credited amounts, damages/damage compensation amounts) and apply to cover/reduce existing monetary obligations;

28.2.3. If the amount to be paid and the amount credited to the account are in different currencies, the **Bank** shall carry out the conversion itself at the commercial rate valid in the **Bank** on the date of payment, and the cost of the conversion service shall also be debited from the **Client's** account without acceptance;

28.2.4. The **Client's** liabilities to the **Bank** shall be reimbursed against any of the **Bank's** liabilities to the **Client**.

## 29. Limitation of Liability

29.1. Given that the **Bank** is acting on behalf of the **Client** while providing Banking services, the **Client** agrees to indemnify and protect the **Bank** from any damages, losses, legal costs, claims, actions or lawsuits brought by the **Client** or any third party (including without limitation Additional Cardholders); the **Client** will also indemnify and defend the **Bank** against any damage that occurred as a result of using the Banking service, or from any damage that occurred as a result of the operation carried out through the Banking service, from the submitted complaint, claim or application. The **Client** acknowledges that said operations will be carried out in accordance with the instructions and authorizations received by the **Bank** under these **Terms and Conditions** and other relevant special terms, agreements, contracts or similar instruments. The **Client** also agrees and confirms that the

indemnification conditions will remain in force and will be legally binding for the **Client** even if the Banking service is partially or completely canceled.

29.2. The **Client** acknowledges and agrees that he/she may be required to sign and execute additional indemnification agreements, statements or other similar documents, especially in relation to transactions made using the **Access Code(s)**. Such additional agreements, statements and similar remedies shall be in addition to and shall not exclude the indemnification provisions herein.

29.3. Notwithstanding the terms of this **Agreement**, the **Bank** shall not be liable to the **Client** for any loss or damage arising directly or indirectly in connection with the Banking Services. The **Bank's** liability for any loss or damage, loss of profit, business, income or planned savings related to the Banking services specified in the **agreement** is also excluded.

29.4. The foregoing provisions on indemnification and limitation of liability shall also apply to the **Bank's** executive officers, directors, employees, representatives and agents, except in cases where the loss is caused by the negligence, willful misconduct or by breach of the terms of this **Agreement** (including without limitation violation of this terms) by the **Bank** or the above-mentioned persons.

29.5. When using **remote Banking service channels**, the **Client** is responsible for all the **orders** he issues to the **Bank** after passing through special security procedures, until the moment he stops using Banking services. This implies responsibility for the **assignment** or any error made in completing said **assignment** that was submitted by a third party. The **Client** must not leave the device for connecting to remote Banking services unattended.

29.6. The **Bank** shall not be liable to the **Client** if: the **Bank** has not received the **order(s)** sent by the **Client**; the **Client** provided incorrect or incomplete information to the **Bank**; a third party was involved in the Internet connection between the **Client** and the **Bank**.

29.7. The conditions mentioned in this article will remain in force even in the event of termination of Banking services, until the parties fully fulfill the obligations arising from the agreement.

## 30. Taxes

30.1. The **Client** is responsible himself/herself for submitting a tax **application** to the state or other authority in accordance with these terms (including without limitation the terms of internet Banking). The **Client** is also responsible for paying any unpaid taxes (including without limitation Value Added Tax), customs duties, duties, and charges that may be imposed on any liability that may arise in connection with the management of the account(s) or any or all of the Banking services provided for in this **Agreement** (together, "tax liability"). In addition, the **Bank** itself will be responsible for the payment of any tax or liability related to the commission amount received from the **Client**. If Georgian **legislation** provides that any obligation can be paid by withholding funds, the **Bank** and/or any subsidiary/affiliated company will pay or write off such amount at the expense of the **Client**, taking into account that the **Bank** will send the **Client** a corresponding notification. If any tax or penalty is imposed by law on the **Bank** due to the **Client's** tax liability, the **Client** shall promptly indemnify the **Bank** against all such liability unless the imposition of such tax or penalty is caused by the negligence, indifference or willful act of any of the **Bank's** units.

30.2. The **Bank** is obliged to comply only with the requirements stipulated by the **legislation** of Georgia and the Tax Code. Along with the **legislation** of Georgia, the **Client** must meet the legal requirements of other relevant countries (including the legislation of the country of which the **Client** is a citizen or in which country he lives).

30.3. The **Client** is obliged not to use the account and/or the services described in the conditions for entrepreneurial activities and/or for any activities prohibited by the **legislation** of Georgia. In addition, in case of starting business activity by the **Client** and registering as a taxpayer, he/she is obliged to notify the **Bank** immediately.

## 31. Amendment of the Agreement

31.1. The **Bank** is entitled, at its own discretion, on the basis of a notice sent to the **Client** 1 (one) month in advance, to unilaterally (without the **Client's** additional consent) change the terms of the agreement, although the obligation of prior warning does not apply to such cases when:

31.1.1. The change in the service tariffs determined by the **agreement** or **conditions** is carried out in favor of the **Client**;

31.1.2. A new payment service, Banking **product** or remote Banking service channel is added to the **agreement** or **conditions**, which does not essentially replace and/or change the services provided in the **agreement** and/or **conditions**.

31.2. If the **Client** does not agree to the conditions changed by the **Bank**, he/she is obliged to notify the **Bank** in writing before the changes come into force, otherwise it will be considered that the **Client** agrees to the changes made.

31.3. In case of refusal to accept the changes, the **Client** has the right to demand the immediate termination of the **agreement**, and if such a request is not recorded in the **Client's** application, the **Bank** is entitled to terminate the **agreement** itself from the date of implementation of the changes.

31.4. In case of premature termination of the **agreement** due to the reason specified in this article, the **Bank** is entitled to demand, and the **Client** is obliged to fully cover the existing debt to the **Bank** (if any), in the manner established by these **conditions**. In addition, for termination of the **agreement**, the **Client** will not be charged any kind of penalty fee and/or additional breach of agreement for early termination of the **agreement**.

31.5. Informing the **Client** about changes in the **agreement** (if necessary) will be carried out by placing the text of the changed conditions on the **Bank's** website - <http://libertyBank.ge>. In addition, the **Bank** is entitled to inform the **Client** about the planned or existing changes in one or more forms of communication specified in the Article 34 of the present **Terms and Conditions**. The **Client** himself/herself is obliged to periodically check the **Bank's** website and familiarize himself with the changes in the conditions.

## 32. Validity Term and Termination of Agreement

32.1. These **Terms and Conditions** shall come into force after the **Client** completes the relevant application, signs/accepts it in electronic form and submits it to the **Bank** and is accepted by the **Bank**. The **Bank's** consent is expressed by starting to provide the relevant Banking services to the **Client**.

32.2. Only those parts of the **Terms and Conditions** that relate to the services indicated by the **Client** in the application and together with them the parts I and III of the **Terms and Conditions** shall come into force.

32.3. The **Terms and Conditions** are valid for the period of validity of the **product** / service and/or **tariff package** and are valid until its termination in accordance with the rules specified in these **Terms and Conditions**.

32.4. In case of renewal of the validity of the **product** / service or **tariff package** after termination of its validity, the present **Terms and Conditions** shall apply to the **product** / service and/or tariff package, without any additional agreement.

32.5. If the **Bank** and/or the **Client** decide to terminate services with certain types of Banking products, the termination agreement will be valid only in relation to the specified services.

32.6. Unless otherwise specified by these **Terms and Conditions**, including the account closure paragraph, or by Georgian **legislation**, the **Bank** has the right to terminate the entire **agreement** at any time. In such a case, the **Bank** will send the relevant notice to the **Client** at least 1 (one) month before the termination of the **agreement**.

32.7. If the **Client** violates an important condition of the **agreement** or his/her solvency is threatened, the **Bank** will refuse to provide services to the **Client** by sending an appropriate notification and will cancel the **agreement**, card(s), close the **Client's** account(s), cancel the Banking services specified in this agreement (including without limitation remote Banking service channels) and requires the **Client** to fully repay the debt to the **Bank** and/or terminate the agreement.

32.8. In case of termination of Universal Account service by the **Client** with the **Bank** or closure of this account, the **Bank** is entitled to terminate any or all of the services specified by the present conditions to the **Client**.

32.9. The **Client** has the right to cancel the **Agreement** at any time based on a written notice sent to the **Bank** 1 (one) month in advance. In addition, with the consent of the **Bank**, the **Agreement** can be terminated earlier than the mentioned term.

32.10. **Client** acknowledges and agrees that the **Agreement** will not be terminated until **Client** terminates such ongoing transactions (including without limitation standing orders, automatic utility payments, recurring transactions, and continuing authorizations that **Client** has provided to a supplier of goods or services and which implies from its Universal Account regularly debiting the amount), which are carried out on the basis of the **Client's** order from his/her own account(s).

32.11. If either party decides to terminate the **Agreement**, then: all cards issued by the **Bank** to the **Client** or additional **cardholder(s)** must be returned to the **Bank**; all **access code(s)** shall be cancelled; the **Client** shall pay the **Bank** all the payable amounts due under the **Agreement**.

32.12. In case of termination of the **Agreement**, the payment of the service tariffs shall be made only in proportion to the period of the paid service rendered, and if any regular/periodic commission determined by the tariffs is paid in advance, the **Bank** will ensure the return of the overpaid amount to the **Client**.

32.13. If the termination of the **Agreement** is carried out by the **Client** before the expiration of 12 (twelve) months from the date of entry into force of the **Agreement**, the **Bank** is entitled to charge the **Client** with the financial liability related to the termination of the **Agreement**, to the extent that the amount does not exceed the actual expenses incurred by the **Bank** as a result of the termination of the **Agreement**.

32.14. Informing the **Client** about the termination of the **Agreement** (if necessary) will be carried out in any form of communication specified in the Article 33 of the present **Terms and Conditions**.

## 33. Governing Law and Dispute Resolution

33.1. The present **Terms and Conditions** are governed and interpreted in accordance with the **legislation** of Georgia.

33.2. Any dispute, objection or claim arising out of or relating to these Terms or any breach of these Terms shall be settled by negotiation between the **parties**.

33.2. In case of failure to settle the dispute, the **parties** apply to the court based on the location of the **Bank**. In addition, the **parties** agree that the decision made by the court of first instance in favor of the **Bank** regarding the dispute will be immediately enforceable.

## 34. Communication

34.1. Communication by the **Bank** with the **Client** is carried out both in written and oral form, and communication by the **Client** with the **Bank** is only in written form.

34.2. When communicating in written form, the notice must be delivered to the **party** to the contact details specified in the **Agreement**, in the applications, and/or other agreement(s) with the **Bank** personally, by courier (including registered mail and/or court courier), e-mail, cellular communication (short text message), **internet Banking**, by **Mobile-Bank** and/or other means of communication subsequently determined by the **Bank**, taking into account that:

34.2.1. The notice sent by the **Client** to the **Bank** in person and/or via courier is considered delivered on the day of registration of the notice in the **Bank's** chancellery, and when sent to an e-mail address, on the day the **Bank** sends a reply e-mail confirming receipt to the **Client**;

34.2.2. The notice sent by the **Bank** to the **Client** via courier (including registered mail and/or court courier) is considered delivered on the day of delivery to the **Client**, and in the absence of confirmation of said delivery, on the next calendar day after delivery to any person at the **Client's** address;

34.3. The notification sent by the **Bank** to the **Client** via e-mail is considered delivered on the day of receiving the confirmation from the **Client's** e-mail server (notification about registration in the addressee's e-mail), and in the absence of such a confirmation, on the next calendar day;

34.4. The notice sent by the **Bank** to the **Client** through cellular communication (short text message), **internet Banking**, **mobile Bank** and/or other means of communication determined later by the **Bank** is considered delivered on the day of sending the notice, and in the case of posting information on the **Bank's** website - on the day of posting the information.

34.5. If the **Client** does not notify the **Bank** in advance about the change of any contact data (including any requisites contained in the agreement) and/or directly or through a contact person refuses to receive the notice sent under the **agreement** or the sent notice cannot be delivered to the **Client** due to not being at the address twice in a row, any such notice made by the **Bank** shall be considered submitted on the next calendar day after the notice is sent.

34.6. If the **Client's** contact data(s) are not specified in the **agreement** or the notice cannot be delivered to the addressee after the second consecutive attempt, the **Bank** shall be entitled to inform the **Client** through public publication (either in print, online or in any other form). This action will not be considered a breach of the personal data and this **agreement** will be considered as the **Client's** consent to the processing of his/her data for this purpose and scope.

34.7. Communication between the **parties** is carried out in the Georgian language, and the **Bank** is authorized to communicate with the **Client** in any other language acceptable to the **Client**.

34.8. The **Bank** is authorized to communicate with the **Client** for various purposes. Accordingly, the notice intended for the **Client** (both written and oral) may carry (a) informational/transactional content (for example, information about the operations performed on the **Client's** account, delivery of **access codes** to the **Client**, reminder of the payment schedule, etc.), (b) contractual obligations (for example, a warning about the existence of debt, request to fulfill the obligation, etc), (c) marketing (for example, new credit or **product** offer, etc.) and/or the content defined by **law**.

34.9. When communicating with the **Client**, the **Bank** is entitled to use any contact data recorded in the **Bank** from the **Client**, or from the third **parties** with his/her consent, or recorded from the **Client** himself/herself about third **parties**. The contact data of the **Client** and/or third party(s) recorded within the framework of one contractual relationship (regardless of whether the mentioned agreement is valid or not) can be used by the **Bank** for the purpose of communication of the same and/or another **Client** of the **Bank** within the framework of another contractual relationship with the **Bank** and vice versa.

34.10. The **Client** himself/herself is responsible for the consequences that may arise from the violation of confidentiality when using contact data. If the **Client** does not want the **Bank** to use any of the contact data, the **Client** must apply to the **Bank** in writing.

### 34.11. Verified number

34.11.1. The **Bank** is authorized to use the verified number of the **Client** in order to communicate with the **Client** and provide Banking services to him/her, among them, for confirmation/expression of will to documents offered by the **Bank** (including agreement) within the framework of banking services/banking product services.

34.11.2. The **Client's** mobile phone number is verified in accordance with the rules/procedures established by the **Bank**.

34.11.3. As a result of the **Client** dictating one-time code, sent by the **Bank** to the **Client's** mobile phone number, to the **Bank**, the **Bank** is entitled to consider the mentioned mobile phone number as the verified number of the **Client**.

34.11.4. By verifying the number in accordance with the procedure established in the **Bank**, the **Client** confirms that the mobile phone number is in his/her rightful possession and in case third party(ies) gain access to the number and use the Banking services in this way, the **Bank** is fully released from the obligation to compensate for any damage/losses.

34.11.5. In case of number verification, the **Bank** is authorized to change the **Client's** mobile phone number (if any) previously used within the Banking services and to use the **Client's** verified number when the **Bank** provides services to the **Client**.

34.11.6. In case the verification of the number is carried out by contacting the **Bank** through remote service channels, the mobile phone number specified in the relevant

process will be considered verified only after the **Client** successfully completes the relevant process.

34.11.7. In case of verification of the verified number by another person, the **Bank** is authorized to cancel the verified status of the **Client's** mobile phone number.

34.11.8. In accordance with the procedures established in the **Bank**, the **Bank** is authorized to offer the **Client**, instead of the **Client's** signature, confirmation of any document (including the transaction) offered by the **Bank** within the scope of the operation, order and/or service, by dictating the SMS code sent to the **Bank's verified number**, which implies that:

34.11.8.1. Any message sent to the verified number/received from the verified number and/or any consent expressed from the **verified number** (including by declaring the consent code received on the **verified number** to the **Bank**) shall be considered as a valid message/offer/consent by the **Client**.

34.11.8.2. By providing the SMS code to the **Bank** by the **Client** (the **Client** will provide the SMS code orally to the relevant employee of the **Bank**), the **Client** confirms that he/she has fully familiarized himself/herself with the relevant **operation, order** and/or document offered by the **Bank** within the scope of the **service** (including the agreement), agrees with the correctness of the conditions/information contained therein and wants to perform the mentioned **operation, order** and/or sign/draw up the document (including the transaction) offered by the **Bank** as part of the service;

34.11.8.3. In case the sent message/SMS code is named by the **Client**, the **Bank** will enter the SMS code into the **Bank's** software and confirm the process related to the execution of the **operation, order** and/or document (including the transaction) and send the corresponding message to the **Client**. For the avoidance of any doubt, the **operation** is considered confirmed by the **Bank** only after the relevant employee of the **Bank** ensures that the appropriate SMS code dictated by the **Client** is entered into the **Bank's** software and a confirmation message is sent to the **Client**.

34.11.8.4. Within the scope of operation, order and/or service confirmation of a document (including the agreement) offered by the **Bank** by SMS code is equivalent to signing a material document by the **Client** and confirms the validity of the **Client's** will;

34.11.8.5. The list/types of **operation, order** and/or document (including agreement) to be confirmed by SMS code is determined by the **Bank** at its discretion;

34.11.9. The **Bank** is entitled, at its own discretion, to determine the service(s) for which a **verified number** is necessary for use and to refuse to provide such service to the **Client**, if he/she (the **Client**) does not verify the number in accordance with the procedures established in the **Bank**. In addition, the **Bank** is authorized to restrict the use of Banking services to **Client**, which is based on the verified number, if the status of the **Client's** verified number is canceled for any reason.

34.11.10. The **Client** is obliged to immediately notify the **Bank** of the loss of the verified number, cancellation of ownership, alienation, gaining access by third party(ies), and/or any other changes related to the said number, which may affect the safe provision of services by the **Bank**.

34.11.11. The **Bank** is not responsible for the consequences caused by the change, alienation, loss, transfer to third parties and/or any similar situation of the verified number.

### 35. Confidentiality and Personal Data

35.1. **Data processing.** The **Client** acknowledges and agrees that both during the period of using the Banking Services and after expiration of contractual relations, the **Bank** may, in accordance with the purposes determined under Paragraph 35.10. process the information related to the **Client**, including the **Client's Personal Data**;

35.2. **Data processing** shall include, without limitation, any operation performed on **Personal Data** by automatic, semi-automatic or non-automatic means, including acquiring of **Data** from the **Client**, publicly available source(s) or/and **Third Parties** determined under the present **Terms and Conditions**, collection, recording, photographing, audio recording, video recording, organisation, storage, alteration, retrieval, redemption, use or disclosure (including Data disclosure to the **Third Parties** for the purposes determined under the present **Terms and Conditions**) by transmission, dissemination or otherwise making the Data accessible, grouping or combination, blocking, erasure or destruction.

35.3. The **Bank** and/or the **Third Parties** (including the **Third Parties/Data Processors** authorised by the **Bank**) shall process the information concerning the **Client** or/and **Third Parties** indicated by the **Client** under the present **Terms and Conditions** in accordance with certain purposes which may include but is not limited to processing of the following information (including **Personal Data**):

- (a) The **Client's** name and surname;
- (b) Place and date of birth;
- (c) The **Client's** Personal Identity number and/or unique characteristics of his/her electronic ID card, photo/visual image;
- (d) Citizenship;
- (e) Gender;
- (f) Registered and/or actual place of residence;
- (g) Telephone/mobile number;
- (h) Electronic email address;
- (i) Income information and Credit history (both negative and positive, including current and/or former liabilities, loans and repayment details) and solvency status (the **Client's** solvency point, criteria and/or methodology);

(j) Movable and immovable property owned and/or held by the **Client** as well as their characteristics and the **Client's** other assets;;

(k) Information related to the employer, as well as the employment terms and conditions (place of employment, salary, working hours, etc.);

(l) Any information concerning the **Bank** Account and other commercial bank account(s), including without any limitation balances available on such account(s) and Transactions carried out on such account(s) during a certain period;

(m) Any data related to **Bank Cards** issued by the **Bank** and/or any other Georgian commercial bank and card accounts, including without any limitation balances available on such cards and Transactions carried out on such cards during a certain period, as well as the respective **access codes**;

(n) Information accumulated at various payment providers related to the **Client's** account/subscriber (including without any limitation the **Client's**/subscriber's account number, address, credit/debit available on subscriber's account at certain given moment, transactions carried out on subscriber's account and/or top-ups and/or repayment of liabilities and etc.);

(o) any information (including without limitation the so-called cookies and etc.) disseminated through various electronic channels and/or internet space and/or the activities of the **Client** and/or the **Third Parties** indicated by the **Client** in the abovementioned channels (including without any limitation the history logins, Transactions and any actions made in such channels);

(p) Information related to family members, relatives or other persons residing at the **Client's** address; (q) Information on administrative fines imposed and / or unfulfilled financial obligations (administrative fines and / or fines and accrued fines) related to the **Client** and stored in the database of the Ministry of Internal Affairs of Georgia.

(r) Any information gained from public sources;

(s) Any other information related to the **Client** which enables the identification/evaluation of the **Client** and/or grouping with other clients according to his/her physical, physiological, psychological, economic, cultural or social features and/or the transactional activities determined under the above Paragraphs;

35.4. If the **Client** provides the **Bank** with information concerning **Third Parties (Additional Cardholder, guarantor, family members, employer, etc.)** in order to receive **Banking Services**, including without any limitation **Personal Data** or solvency information, information on the **Client's** assets etc. and the **Bank** processes such information, including **Personal Data**, in order to provide Banking Services or for marketing purposes, the **Client** shall ensure to obtain the consents of respective persons authorising the **Bank** to process **Personal Data**. The submission of such information to the **Bank** (or its authorised representative) by the **Client** shall be considered as approved by such person and the **Bank** will not be liable to additionally obtain any such consent. The **Client** shall be liable for any damage/loss the **Bank** may suffer as a result of nonfulfillment and/or improper fulfilment of the obligation prescribed under the present Paragraph. The **Client** shall compensate and hold the **Bank** harmless from all losses (including without any limitation any consequential loss), claims, expenses (including without any limitation the expenses incurred by the **Bank** as a result of protecting its rights), judicial proceedings and any other liabilities which may arise as a result of nonfulfillment of such obligation.

35.5. **Data processing** by the **Bank** in the electronic channels (including, without any limitation, web-browser, the **Bank's** website, **Internet Banking, Mobile Bank**, the **Bank's** mobile applications, LB PAY devices, ATMs and/or other technical means and channels for data transfer and receipt) shall also include recording the **Client's** activities (for example, identification of the **Client's** location while using electronic channel, description and analyse of the Data indicated in the search engine, record and analyse of the frequency of Product choice and/or any other statistics) and use of other information (such as the contact information of the **Client** and/or the **Third Parties**) indicated by the **Client**.

35.6. In order to provide **Banking Services** and to optimize **services**, the **Bank** is authorized to make available limited information to the **Client** in case while using LB Pay Device and/or other remote service channel(s), identification of the **Client** is carried out by his/her personal number and/or any other method defined by the **Bank**. This information may include: information about **Client's Banking Product(s)**; current monthly debt of the loan(s) (if any), without displaying total debt; information about **Client's** accounts/**Banking Cards**; limited information about details of the **Account/Cards**;

35.7. The **Bank** shall not be liable for obtaining information about the **Client** by the third parties through LB Pay device(s)/ATM(s) and/or other remote channel(s), by entering information required for **Client** identification (personal number and/or date of birth) on LB Pay Device/ATM.

35.8. **Legal basis for data processing.** The **Client** acknowledges and agrees that both during the use of the Banking Services and after expiration of contractual relations, **Bank** processes **Personal Data** of the **Client** or/and of the **Third Parties** indicated by **Client** under at least one of the following basis:

- 35.8.1. Upon **Client's** consent to the processing of his/ her **Personal Data** for one or more specific purposes;
  - 35.8.2. To review the **Client's Application** and/or to provide Banking Services;
  - 35.8.3. To protect the **Bank's** and/or **Third Parties'** lawful interests;
  - 35.8.4. To fulfill obligations prescribed under the applicable Law;
  - 35.8.5. To perform tasks carried out in the public interest, including for the purposes of crime prevention, public safety and law enforcement;
  - 35.8.6. In other cases prescribed under the applicable Law.
- 35.9. If the legislation requires the consent of the **Client** for the processing of data, such consent shall be deemed to be actively expressed via any electronic and/or non-electronic



means, under which the **Client** agrees to the relevant **Terms and Conditions** and which together with this application constitutes a single agreement.

35.10. **The Purpose of data processing.** The **Bank** and/or the **Third Parties** determined under the present **Terms and Conditions** may perform **Data Processing** for various purposes, including without any limitation the following:

- 35.10.1. To provide Banking Services in full and complete manner;
- 35.10.2. To provide products and services, including through remote Banking/payment service channels/payment instruments (fast payment machine, ATM, etc.) in order to provide appropriate services/offers to the **Client**;
- 35.10.3. To identify/verify **Client** in the proper manner and to ensure periodic update of the data;
- 35.10.4. For credit risk assessment, and to check the **Client's** creditworthiness;
- 35.10.5. To effectively communicate with the **Client**, including ensuring an appropriate and timely response to his / her statements, appeals or complaints.
- 35.10.6. To reflect **Client** in credit bureau's or other similar credit rating company's database, and in order to calculate credit score which is associated with the information on unpaid credit(s) and statuses of other overdue / outstanding financial obligations, and also with collection, processing and dissemination of the information on current and paid credits/liabilities of the Individuals and legal entities.
- 35.10.7. To enable the use of eMoney wallet (if any) that comprises a joint service provided by the **Bank** and eMoney. eMoney wallet gives the **Client** the possibility to hold eMoney Electronic Wallet in preferable currency(ies) available at certain given moment and make payments and receive funds as well as carry out other Operations allowed under the applicable Law and/or the relevant terms and conditions, including without any limitation, use his/her eMoney account (and/or mobile phone number, e-mail address and password) for authorisation on such web-sites that allow eMoney authorisation.
- 35.10.8. To provide information (including **Client's** personal data) to the insurance and audit companies, prospective assignors and assignees, regulator, controlling body or regulatory authority In order to protect the legitimate interest of the **Bank** and / or a third party, in cases determined under the applicable Law and/ or as defined in the relevant contract terms.
- 35.10.9. To protect the legitimate interest of the **Bank** and ensure the realization of its legal rights, including in case of non - timely and / or improper fulfilment of the obligation (s) imposed on the **Client** by the **Bank**;
- 35.10.10. To improve and develop Banking Services which implies analysing the information related to the **Client** including analysis of his/her credit history, statistical Data analysis, etc.
- 35.10.11. To prepare and demonstrate various reports, researches and/or presentations;
- 35.10.12. To prevent, detect, investigate, and prosecute fraud and / or possible fraud, money laundering and other crimes;
- 35.10.13. To offer increase in credit amount and/or other change in credit agreement terms and conditions (including without any limitation the maturity date and interest rate) to the **Client**, that requires checking the **Client's** credit history/solvency.
- 35.10.14. In order to offer new and/or additional credit or non-credit products, the necessary prerequisite is the verification of the **Client's** credit history/solvency/income at the time of the offer;
- 35.10.15. In order to conduct marketing activities, That implies a periodic offer of various products/services by both the **Bank** and the **Third Parties** specified in the present **Terms and Conditions**;
- 35.10.16. For other legal purposes and/or in order to properly fulfil obligations prescribed under the applicable Law;
- 35.11. **Transfer of information to third parties/requesting information from third party(s).**
- 35.11.1. The **Bank** strictly protects the confidentiality of the information, related to the **Client** and the third parties indicated by him/her (any additional card holders, guarantors, etc.), including their personal data. The **Client** gives his/her consent and authorises the **Bank** to, in the course of the data processing, transfer **Client's** or third parties' data (indicated by the **Client**) to and / or request such information (including **personal data**) from the **Third Parties** mentioned in the present **Terms and Conditions** to the extent necessary for the purposes determined under present **Terms and Conditions** and / or defined by applicable law
- 35.11.2. To carry out banking services and to the extent necessary for this purpose, **Bank** is authorised to receive the **Client's Personal Data** from the electronic database of the Legal entity of Public Law– Public Service Development Agency. The **Client** authorises the **Bank** and gives his/her consent to Receive from JSC Credit Information Bureau Creditinfo Georgia (ID 204470740) with subsequent repeated data processing authority, information on administrative fines imposed on individuals and legal entities and / or unfulfilled financial obligations (administrative fines and / or fines and accrued fines) stored in the database of the Ministry of Internal Affairs of Georgia and related to the **Client** for the purpose of analysing his/her solvency, including throughout the period of **Client's** active credit /loan, off-balance sheet (letter of credit, guarantee, etc.) liabilities towards the **Bank**.
- 35.11.3. The **Client** authorises the **Bank** and gives his/her consent to conduct a one-time request and subsequent processing, of any information from LEPL Revenue Services related to the **Client** and recorded in the database of LEPL Revenue Services for the purpose of analysing **Client's** solvency including for the purpose to then offer the **Client** banking products or services; the **Client** also gives his/her consent to the Bank to apply to LEPL Revenue Services in order to register the **Client** in the unified electronic database of LEPL Revenue Services and to process and transfer to the Revenue Services **Client's**

personal data for his/her proper identification and transition to the electronic form of communication by LEPL Revenue Services.

- 35.11.4. In addition to the above, the **Client** entitles the **Bank**, without any additional prior or further consent, for the purposes set forth in the present **Terms and Conditions** or defined by applicable law, to obtain and / or transmit information about the **Client** and / or the third parties named by him/her (including but not limited to personal data, account balances, transaction history, etc.) from the following types of the organizations:
  - (a) The **Bank's** partner companies with which the **Bank** commercially cooperates and Service providers both local and/or international who, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the **Bank**;
  - (b) The **Bank's** contractors and/or corporate clients who use the **Bank's** payment services to receive payments from their customers (subscribers) (so-called billing);
  - (c) Payment service provider(s) and those third parties who carry out the identification / verification procedures in accordance with the legislation of Georgia for the provision of banking / payment services by the Bank to the Client through remote banking / payment service channels / payment instruments (fast payment machine, ATM, etc.) and who, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the Bank;
  - (d) Public organizations, such as supervisory, independent, judicial, investigative and other institutions, state or local self-government bodies and legal entities established by them;
  - (e) Other organizations for which data sharing serves to ensure compliance with the requirements of the applicable law and / or contractual arrangements as well as for fulfilment of the Banks obligations regarding audit / monitoring duties;
  - (f) Credit information agencies that that collect and share credit information necessary for identification and credit data verification/check;
  - (g) Problem asset management and/or collector organizations which provide collection services and/or purchase the right to claim (cession).
  - (h) International and local payment service providers, including international and local remittance operators;
  - (i) Professional consultants, such as financial and legal advisors, auditing companies, who, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the **Bank**;
  - (j) Insurance and postal companies, which, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the **Bank**;
  - (k) Related third parties - the **Bank** may share the **Client's personal data** within the **Bank**, with its subsidiaries, affiliates and other partners to the extent appropriate to the type and scope of the task assigned;
  - (m) Third parties to whom the **Bank** may sell, transfer or merge part of its business or assets. In the event of a change in the **Bank's** business activities, the new owners may use the **Client** Information, including **personal data**, in the same manner as specified in the present **Terms and Conditions**.
- 35.11.5. In the event that the **Bank** transfers data to third parties, including the residents of foreign countries, all reasonable security measures in accordance with the requirements of the Law of Georgia on Personal Data Protection will be taken.
- 35.11.6. The **Client** acknowledges and agrees that the list given in the present **Terms and Conditions** is not complete, exhaustive, and from time to time third party categories may change. However, the **Bank's** actions in terms of data processing will comply with the requirements set forth in the Law of Georgia on Personal Data Protection.
- 35.12. **Direct marketing.** The **Client** authorizes the **Bank** to process the **Client's personal data** and conduct communication at times determined by Bank including by means of short text messages, sound notifications and/or advertising notices (direct marketing) using mobile phone number(s), e-mail address(es) or other contact Data provided by the Client to the Bank.
- 35.13. The **Client** authorizes the **Bank** to transfer and/or disclose the **Client's personal data** or any other confidential information to affiliated parties/authorised Data processors in order to make different marketing offers. Such parties/data processors in turn undertake to protect the confidentiality of the information provided by the **Bank** and ensure its safety. Furthermore, the **Client** may at any time require the **Bank** or/and affiliated parties or **Third Parties**/Data Processors authorised by the **Bank** to terminate direct marketing in accordance with the electronic/written form agreed between the **Parties** and/or prescribed under the applicable Law.
- 35.14. For the avoidance of any doubts, if such advertising/informational notifications are generated at the **Bank's** place of business (such as advertising banners, leaflets, verbal offers etc.) and/or the **Bank's** (related to the **Bank**) electronic channels (including ATMs, **Internet Banking**, provided such information.
- 35.15. **Client** is aware that upon a request to stop offers as a part of direct marketing, only communications related to advertising shall be terminated. **Bank** will further contact the **Client** using the contact Data stored in **Bank**, in respect to the obligations arising within relationship between **Bank** and **Client** (including, for the purposes to inform the **Client** about credit overdue and any other type of debt, as prescribed by applicable law) and to ensure reacting to **Client's** applications or requests and provide different kinds of information.
- 35.16. **Surveillance and Video Recording.** For security, property and confidentiality protection, as well as the Service quality control, in accordance with the requirements



determined under the law on “personal data protection”, the **Bank** monitors the outer space of the **Bank's** premises, as well as entrances and working areas via the surveillance and video recording systems. Video surveillance is also applied through ATMs or other electronic devices and audio recording is applied in case of telephone communications or/and when providing remote services.

35.17. The **Client** shall be informed about ongoing video surveillance and audio recording at the **Bank's** place of business. The **Client** acknowledges the necessity of video surveillance and audio recording and therefore, gives his/her consent with respect to data processing.

35.18. **Copyright.** The **Client** agrees that the information (printed, audio and video) provided by the **Client** through the **Bank's** web-site, **Internet Banking, Mobile Bank, mobile applications** and other electronic channels, unless such information belongs to the **Client's Personal Data**, shall be considered the **Bank's** property and the **Bank** shall obtain full copyright on information as of the moment the **Client** has provided such information.

35.19. **Data renewal. Terms of processing and storage.** The **Parties** shall not disclose or transfer to the Third Parties the confidential information both during the term of the **Agreement** and after the expiration of contractual relations.

35.20. During the validity of the **Agreement**, as well as after its termination, processing by the **Bank** of the information mentioned in this chapter for the purposes specified herein (including the delivery of the data to the State Services Development Agency, Credit Information Bureau and other **third parties** listed in these **Terms and Conditions**, and/or receiving said data from them) will continue for a period that is consistent with the **Bank's** goals and interests, is required by the regulator and/or provided for by **law**.

35.21. **Data processing** of information submitted by the **Client** through electronic channels (web-browser, the **Bank's** web-site, **Internet Banking, Mobile Bank, mobile applications** and/or other technical means of data transfer), shall not be terminated upon deletion of such information in electronic channels by the **Client**. Such information shall be maintained by the **Bank** in accordance with the **Bank's** goals and interests, regulatory requirements and/or applicable Laws.

35.22. If the **Client** requests so, the **Bank** shall provide the information related to the **Client's Personal Data** in accordance with the volume determined under the applicable Law. The **Bank** may apply service fee for submission of such information unless free submission of information is determined under the applicable Law.

35.23. If the **Client** considers that the information stored at the **Bank** is not accurate or full, he/she shall promptly inform the **Bank** in a written form.

35.24. Unless the applicable Law provides otherwise, the **Client** may not request the **Bank** to erase the **Client's Personal Data** accumulated at the **Bank**.

## 36. Final Provisions

36.1. The **Client** is obliged to provide any additional information and/or documentation requested by the **Bank** within the period determined by the **Bank**.

36.2. In the event that any article(s), paragraph(s) and/or sub-paragraph(s) of the **Agreement** are declared invalid/void based on the law, the remaining article(s), paragraph(s), shall retain their legal force.

36.3. The **Client** may not fully or partially assign the rights and obligations under the **Agreement** to **Third Person(s)** without a prior written consent of the **Bank**. In addition the **Bank** without prejudice to the provision above may at its own discretion receive the fulfillment of obligations from **Third Persons**.

36.4. The **Bank** is entitled to assign/transfer the rights and/or duties specified in the **Terms and Conditions** to **third parties** at any time. In addition, if the **Bank** exercises or intends to exercise the right specified in this paragraph, it (the **Bank**) will be entitled to transfer confidential information about the **Client** and/or the **Client's Bank account** to **third parties** without any restrictions.

36.5. The validity of the terms of the **Agreement** fully applies to the **parties**, their employees, representatives, legal heirs and successors.

36.6. The **Agreement** is governed and interpreted in accordance with the legislation. In cases that are not provided for in the **Agreement**, the **parties** will be guided by the norms governing the relevant relationship established by the law and/or additional agreed conditions. In addition, the parties agree that the legal address of the Bank is considered the place of performance of the agreement.

36.7. In case of violation of the obligations arising from the **Agreement** and/or **legislation** by the **Client**, the **Bank's** waiver of the right(s) does not constitute a basis for waiving the right to claim, and the **Bank's** waiving of such right(s) does not constitute a basis for waiving the right to claim arising as a result of the violation of the **Agreement** and/or legislation in future.

36.8. Article(s)/Paragraph(s)/Sub-Paragraph(s) in the Agreement are numbered and bolded, and the words in bold are provided for the convenience of understanding the content of the **Agreement** and do not affect the interpretation of the **Agreement**.

36.9. These **Terms and Conditions** shall supersede any prior agreement or contract between the **parties** on the same subject matter.

36.10. The **Agreement** is drawn up in Georgian, the **terms** of which are posted on the **Bank's** website: <http://libertyBank.ge>. If the **Bank** desires, the **Agreement** may be concluded in another language. In this case, the **Agreement** and its conditions drawn up in the Georgian language will be given priority over the **Agreement** and its conditions drawn up in another language.

According to the Law of Georgia on Deposit Insurance System, from January 1, 2022, the amount on the deposit / account of all depositors, regardless of the number of deposits / accounts, is insured in each commercial bank and will be reimbursed by the Deposit Insurance Agency within the limit of 15,000 GEL. The amount on all accounts of all depositors in a commercial bank is automatically insured at no additional charge. For further information, visit the website of the Deposit Insurance Agency: [www.diagency.ge](http://www.diagency.ge).

JSC Liberty Bank is a duly licenced financial institution and provides Banking Services in accordance with the license #0110247 issued by the National Bank of Georgia on 31 March, 2010;

The head office of JSC Liberty Bank is located at 74 I. Chavchavadze Avenue, 0162 Tbilisi, Georgia. Detailed information on the terms and conditions of the Bank's Services as well as partner organisations is available on the Bank's web-site – <https://libertybank.ge>;

JSC Liberty Bank is under the supervision of the National Bank of Georgia. Detailed information on the National Bank of Georgia is available on the web-site - <http://nbg.gov.ge>;

The National Bank of Georgia shall in no case be liable for improper performance of obligations by JSC Liberty Bank.

Appendix No. 1 - service tariffs for tariff packages<sup>2</sup>

Product / Service	standard tariff package 1.50 GEL per month	Universal tariff package 4.50 GEL per month	Premium tariff package 14.50 GEL per month	Extra tariff package 25 GEL per month
Remote service				
Internet banking	Free			
Mobile Banking	Free			
SMS Banking	Free			
Direct Debit	Free (unlimited)			
Standing Order	Free (unlimited)			
Interest Accrual:				
Interest Accrual on Universal Account	N/A			
Interest Accrual on savings account	Standard %	Standard %	Standard +0.10%*	Standard %
	<i>* Standard +0.10% is determined only for savings account opened in GEL, USD and EUR.</i>			
Debit accounts and cards				
Universal Account Opening Fee	Free			
Universal Account Service Fee	Free			
Universal Account Currencies	GEL /USD/EUR/GBP			
Allowable number of universal accounts	One account is allowed	Three accounts are allowed	Four accounts are allowed	One account is allowed
Currency Priority / Spending Scheme Amendment	Free			
Penalty for unauthorized spending of money on universal account	Annual 48.00% of the amount spent calculated on each calendar day of overspending			
Agro Account Opening Fee	Free			
Agro Account Service Fee	Free			
Savings Account Service Fee	Free			
Savings Account Service Fee	Free			
Savings Account Currencies	GEL /USD/EUR/GBP			
Allowable amount of savings Account	Five pairs of (GEL/USD/EUR/GBP) accounts are allowed	Five pairs of (GEL/USD/EUR/GBP) accounts are allowed	Five pairs of (GEL/USD/EUR/GBP) accounts are allowed	Five pairs of (GEL/USD/EUR/GBP) accounts are allowed
Special Currency Account Opening Fee	Free			
Special Currency Account Service Fee	Free			
Special Currency Accounts	<ul style="list-style-type: none"> <li>• Swiss Franc (CHF)</li> <li>• Turkish Lira (TRY)</li> <li>• Japanese Yen (JPY)</li> <li>• Azerbaijani Manat (AZN)</li> <li>• Armenian Dram (AMD)</li> <li>• U.A.E. Dirham (AED)</li> <li>• Australian Dollar (AUD)</li> <li>• Canadian Dollar (CAD)</li> </ul>			
Allowable number of special currency account	Max. allowable nine accounts in special currencies			

<sup>2</sup> To those Clients of the Bank, who have not purchased the tariff package(s) of the Universal Account defined by these Terms and Conditions, before the purchase of such tariff package(s), the Standard Terms of Service of Liberty Account (including tariffs) of the edition of May 07, 2019 shall apply. In addition, the changes made in the Terms and Conditions after May 07, 2019, which are not related to the use of the tariff package, are also valid for those Clients, who have not yet purchased the Universal Account tariff package(s) and for whom the version of the Standard Terms of Service of Liberty Account of May 07, 2019 is valid. In addition, the package(s) offered by the Bank to the Client, determined by the Standard Terms of Service of Liberty Account may not include some products and/or services, at the discretion of the Bank.

Inactive Account service fee <sup>3</sup>	3.00 GEL a month			
Primary/Additional card(s) on Universal Account				
Debit Cards	Pre-made Visa Classic / MC Standard nameless card  Visa Classic / MC Standard name card  <b>Agro card</b>	Pre-made Visa Classic / MC Standard nameless card  Visa Classic / MC Standard name card  <b>Agro card</b>  Visa Gold / MC Gold name**	Pre-made Visa Classic / MC Standard nameless card  Visa Classic / MC Standard name card  Visa Gold / MC Gold name  <b>Agro card</b>  Visa Platinum name**	Pre-made Visa Classic / MC Standard nameless card  Visa Classic / MC Standard name card  <b>Agro card</b>
Primary card	Free			
Additional card	Visa Classic/MC Standard - 10.00 GEL	Visa Classic/MC Standard - Free Visa Gold / MC Gold ** - Free	Visa Classic/MC Standard - Free Visa Gold / MC Gold - Free Visa Platinum** - Free	Visa Classic/MC Standard - 10.00 GEL
Lost/Damaged Card Replacement	Visa Classic/MC Standard - 10.00 GEL	Visa Classic/MC Standard - Free Visa Gold / MC Gold ** - Free	Visa Classic/MC Standard - Free Visa Gold / MC Gold - Free Visa Platinum** - Free	Visa Classic/MC Standard - 10.00 GEL
Card Validity Term	4 Years			
Required Minimum Balance	N/A			
POS Purchases	Free			
Block The Card in Local Stop-list	Free			
Block The Card in International Stop-list	80.00 GEL for each region, once a week			
PIN Change via ATM	Free			
Check Balance at ATM located in Georgia	Free			
check Balance at ATM located abroad	1.00 GEL			
Urgent Card Issuance	Card value + 5.00 GEL			
	<i>** It is allowed only for depositors who open a term deposit with an amount of 25,000 GEL or more.</i>			
Credit card***				
Credit card	The rules, conditions and rates for using a credit card are determined by the "Credit Card Terms" posted on the bank's website <a href="http://www.libertybank.ge">http://www.libertybank.ge</a> .			
	<i>*** In each specific case, based on the assessment of the client's ability to pay, the bank considers the issue of issuing a credit card and decides on it independently. The purchase of the tariff package by the client does not oblige the bank to issue a credit card in any case.</i>			
Cash Deposit / Withdrawals				
Cash Deposit on Universal Account	Free			
ATM cash deposit currency	GEL/USD/EUR			
Cash Withdrawal From Universal Account	• GEL - 0.20%, min. 0.50 GEL • USD/EUR/GBP - 0.40%, min. 0.50 unit *	Within the limits of the amount deposited in cash through any channel - Free <sup>4,5</sup> ;  In other case: • GEL - 0.15%, min. 0.30 GEL • USD/EUR/GBP - 0.30%, min. 0.30 unit	Within the limits of the amount deposited in cash through any channel - Free <sup>6</sup> ;  In other case: • GEL - 0.10%, min. 0.10 GEL • USD/EUR/GBP - 0.20%, min. 0.20 unit	• GEL - 1%, min. 2 GEL  • USD/EUR/GBP - 1% , min. 2 units
Cash Deposit on Savings Account	Free			

<sup>3</sup> No commission will be charged to the Inactive Account, if the Client has (a) at least one account in the Bank, which has been used by the Client during the last 12 (twelve) months, (b) deposit, (c) credit product. However, in any case, it is not allowed to deduct the service fee of the Inactive Account from the Client's social account (if any).

Cash Withdrawal From Savings Account	<p>Within the limits of the amount deposited in cash through any channel - Free<sup>4,5</sup>;</p> <p>In other case:</p> <ul style="list-style-type: none"> <li>• GEL - 0.20%, min. 0.50 GEL</li> <li>• USD/EUR/GBP - 0.40%, min. 0.50 unit</li> </ul>	<p>Within the limits of the amount deposited in cash through any channel - Free<sup>4,5</sup>;</p> <p>In other case:</p> <ul style="list-style-type: none"> <li>• GEL - 0.15%, min. 0.30 GEL</li> <li>• USD/EUR/GBP - 0.30%, min. 0.30 unit</li> </ul>	<p>Within the limits of the amount deposited in cash through any channel - Free<sup>6</sup>;</p> <p>In other case:</p> <ul style="list-style-type: none"> <li>• GEL - 0.10%, min. 0.10 GEL</li> <li>• USD/EUR/GBP - 0.20%, min. 0.20 unit</li> </ul>	<p>Within the limits of the amount deposited in cash through any channel - Free<sup>4,5</sup></p> <p>In other case:</p> <ul style="list-style-type: none"> <li>• GEL - 0.20%, min. 0.50 GEL</li> <li>• USD/EUR/GBP - 0.40%, min. 0.50 unit</li> </ul>
Cash Deposit on Special Currency Accounts	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - 3.00%</li> <li>• Swiss Franc (CHF) - 3.00%</li> <li>• Turkish Lira (TRY) - 3.00%</li> <li>• Japanese Yen (JPY) - 3.00%</li> <li>• Azerbaijani Manat (AZN) - 3.00%</li> <li>• Armenian Dram (AMD) - 3.00%</li> <li>• U.A.E Dirham (AED) - 5.00%</li> <li>• Australian Dollar (AUD) - 5.00%</li> <li>• Canadian Dollar (CAD) - 5.00%</li> </ul>			
Cash Withdrawal From Special Currency Accounts	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - 0.50%</li> <li>• Swiss Franc (CHF) - 3.00%</li> <li>• Turkish Lira (TRY) - 3.00%</li> <li>• Japanese Yen (JPY) - 3.00%</li> <li>• Azerbaijani Manat (AZN) - 3.00%</li> <li>• Armenian Dram (AMD) - 3.00%</li> <li>• UAE Dirham (AED) - 5.00%</li> <li>• Australian Dollar (AUD) - 5.00%</li> <li>• Canadian Dollar (CAD) - 5.00%</li> </ul>			
Cash Withdrawal From Liberty Bank's ATMs	0.20%, min. 0.20 GEL *	Free	Free	<ul style="list-style-type: none"> <li>• GEL - 1%, min. 2 GEL</li> <li>• USD/EUR/GBP - 1%, min. 2 unit</li> </ul>
Cash Withdrawal From Partner Banks' ATMs	0.60%, min. 0.20 GEL	0.20%, min. 0.20 GEL	Free	2.00%, min. 6.00 unit
Cash Withdrawal From Partner Banks' Branches*	2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	2.00%, min. 6.00 unit
Cash Withdrawal From Other Banks' Branches	2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	2.00%, min. 6.00 unit
Cash Withdrawal From Other Banks' ATMs in Georgia	2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	1.00%, min. 2.00 GEL	2.00%, min. 6.00 unit
Cash Withdrawal From Other Bank's ATMs abroad	2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	2.00%, min. 6.00 unit
<i>* Free - for those clients of the bank, to whom the card was issued for the purpose of taking advantage of the auto loan</i>				
Money Transfers and currency conversion (universal account / savings account / special currency account):				
Money Transfer Between Own Accounts and Inside Liberty Bank In Any Currency	Free			
Money Transfer Via Internet Banking Through Personal Number Inside Liberty Bank In National Currency	Free			
Money Transfer Via Internet Banking Through Mobile Phone Number Inside Liberty Bank In National Currency	<ul style="list-style-type: none"> <li>• Under 20 GEL - Free;</li> <li>• Above 20 GEL - 1 GEL;</li> </ul>			
Money transfer outside Liberty Bank in GEL	0.07%, min. 0.70 GEL	Fixed 0.70 GEL	Fixed 0.50 GEL	0.07%, min. 0.70 GEL

<sup>4</sup> only in the branch / service center where the amount was deposited in cash;

<sup>5</sup> In any branch / service center, if it is carried out through an ATM and/or quick payment machine (LB Pay/365)

<sup>6</sup> withdrawal at any branch / service center;



Money transfer outside Liberty Bank in USD	<ul style="list-style-type: none"> <li>• 0.20%, min. 15.00 &amp; max. 150 USD</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 USD</li> </ul>	<ul style="list-style-type: none"> <li>• Fixed - 15.00 USD</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 USD</li> </ul>	<ul style="list-style-type: none"> <li>• Fixed - 10.00 USD</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 25.00 USD</li> </ul>	<ul style="list-style-type: none"> <li>• 0.20%, min. 15.00 &amp; max. 150 USD</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 USD</li> </ul>
Money transfer outside Liberty Bank in EUR	<ul style="list-style-type: none"> <li>• 0.20%, min. 15.00 &amp; max. 150 EUR</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 EUR</li> </ul>	<ul style="list-style-type: none"> <li>• Fixed - 15.00 EUR</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 EUR</li> </ul>	<ul style="list-style-type: none"> <li>• Fixed - 10.00 EUR</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 25.00 EUR</li> </ul>	<ul style="list-style-type: none"> <li>• 0.20%, min. 15.00 &amp; max. 150 EUR</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 EUR</li> </ul>
Money transfer outside Liberty Bank in GBP	0.20%, min. 15.00 & max. 150 GBP	Fixed - 15.00 GBP	Fixed - 10.00 GBP	0.20%, min. 15.00 & max. 150 GBP
Money transfer in other foreign currency outside Liberty Bank:				
Russian Ruble (RUB)	0.20%, min. 1 200.00 & max. 10 000.00 RUB	1 200.00 RUB	1 200.00 RUB	0.20%, min. 1 200.00 & max. 10 000.00 RUB
Swiss Franc (CHF)	0.20%, min. 30.00 & max. 180.00 CHF	30.00 CHF	30.00 CHF	0.20%, min. 30.00 & max. 180.00 CHF
Turkish Lira (TRY)	0.20%, min. 100.00 & max. 800.00 TRY	100.00 TRY	100.00 TRY	0.20%, min. 100.00 & max. 800.00 TRY
Japanese Yen (JPY)	0.20%, min. 2 500.00 & max. 15 000 JPY	2 500.00 JPY	2 500.00 JPY	0.20%, min. 2 500.00 & max. 15 000 JPY
Azerbaijani Manat (AZN)	0.20%, min. 40.00 & max. 300.00 AZN	40.00 AZN	40.00 AZN	0.20%, min. 40.00 & max. 300.00 AZN
Armenian Dram (AMD)	0.20%, min. 10 000.00 & max. 90 000.00 AMD	10 000.00 AMD	10 000.00 AMD	0.20%, min. 10 000.00 & max. 90 000.00 AMD
U.A.E Dirham (AED)	0.20%, min. 75.00 & max. 650.00 AED	75.00 AED	75.00 AED	0.20%, min. 75.00 & max. 650.00 AED
Australian Dollar (AUD)	0.20%, min. 30.00 & max. 250.00 AUD	30.00 AUD	30.00 AUD	0.20%, min. 30.00 & max. 250.00 AUD
Canadian Dollar (CAD)	0.20%, min. 30.00 & max. 250.00 CAD	30.00 CAD	30.00 CAD	0.20%, min. 30.00 & max. 250.00 CAD
Amending/inquiring transfer	<ul style="list-style-type: none"> <li>• USD or RUR - 55 USD</li> <li>• Other currency - 55 EUR</li> </ul>			
Currency conversion	at the bank's commercial rate			
<b>Restrictions on Operations from the Account</b>				
Transaction Limit On Money Transfers Via Internet Banking Through Mobile Phone Number Or Personal Number	500 GEL			
24-hour limit On Money Transfers Via Internet Banking Through Mobile Phone Number Or Personal Number	<ul style="list-style-type: none"> <li>• Maximum number of allowed transfers - 5 transfers;</li> <li>• Maximum amount of allowed transfers - 1500 GEL;</li> </ul>			
Payments:				
Payments via internet bank/mobile bank*	<p><b>Fees set for each provider's payment operation through Internet Bank/Mobile Bank are determined in accordance with the rates posted on the following link:</b></p> <p><a href="https://libertybank.ge/cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf">https://libertybank.ge/cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf</a></p>			
<ul style="list-style-type: none"> <li>• Enters into force on February 12, 2021.</li> </ul>				
<b>Limits of card transactions:</b>				
Withdrawal limit in Liberty Bank branches	Unlimited			
24-hour withdrawal limit at the bank's POS terminal	<ul style="list-style-type: none"> <li>• Visa Classic / MC Standard - 15 000 GEL (in eq. currency)</li> <li>• Visa Gold / MC Gold - 30 000 GEL (in eq. currency)</li> <li>• Visa Platinum - 45 000 GEL (in eq. currency)</li> </ul>			
24-hour ATM withdrawal limit	<ul style="list-style-type: none"> <li>• Visa Classic / MC Standard - 5 000 GEL (in eq. currency)*</li> <li>• Visa Gold / MC Gold - 10 000 GEL (in eq. currency)*</li> <li>• Visa Platinum - 15 000 GEL (in eq. currency)</li> </ul>			
24-hour limit for payments at trade/service facilities**	<ul style="list-style-type: none"> <li>• Visa Classic / MC Standard - 15 000 GEL (in eq. currency)</li> <li>• Visa Gold / MC Gold - 30 000 GEL (in eq. currency)</li> <li>• Visa Platinum - 50 000 GEL (in eq. currency)</li> </ul>			

Daily limit of depositing money into the account through an ATM	30 000 GEL (in eq. currency)
weekly ATM withdrawal limit	<ul style="list-style-type: none"> <li>• Visa Classic / MC Standard - 25 000 GEL (in eq. currency)</li> <li>• Visa Gold / MC Gold - 50 000 GEL (in eq. currency)</li> <li>• Visa Platinum - 75 000 GEL (in eq. currency)</li> </ul>
The number of banknotes allowed at one time in the ATM cash receiver	300 banknote
Restrictions on the use of the card	
<b>With the card, transactions on the following MCC codes are not allowed without the additional consent of the customer***</b>	(a) 7995 - gambling; (b) 5967 - direct marketing, +18 services;

\* For those clients of the bank, to whom the card was issued for the purpose of taking advantage of the auto loan, the mentioned limit is 15,000 GEL (in eq. currency)

\*\* Includes purchase, payment, prepayment, refund and other card transfer/deposit type cashless transaction limit

\*\*\* The restriction will automatically apply to cards issued from June 1, 2021. Those clients who use the card issued before June 1, 2021, should apply to the bank in accordance with the rules established by the bank in order to extend the said restriction.

Annex №2 - Tariffs for digital card services

<b>Digital card</b>		
	<b>Type of service</b>	<b>Tariff</b>
1	<b>Card type</b>	Visa Gold
2	<b>Card expiry date</b>	4 (four) years
3	<b>Digital card service fee</b>	0 GEL
4	<b>Account type and currency</b>	Multicurrency universal account GEL/USD/EUR/GBP
5	<b>Minimum balance</b>	Not required
6	<b>Allowable number of cards</b>	A maximum of 3 (three) cards per account
7	<b>Withdraw money from the card</b>	
	Withdraw money from the card at the ATM of Liberty Bank	0.20%, min. 0.20 GEL
	Withdraw money from the card at ATMs of partner banks	0.60%, min. 0.20 GEL
	Withdraw money from the card at ATMs of other banks	2.00%, min. 6.00 GEL
8	<b>POS Purchases</b>	
	in Georgia / abroad	Free
9	<b>Card usage limits</b>	
	24 hour ATM withdrawal limit	10 000 GEL
	24 hour buying limit	30 000 GEL
	24-hour withdrawal limit at the bank's POS terminal	30 000 GEL
	ATM withdrawal limit for the week	50 000 GEL
	Daily limit of depositing money into the account through an ATM	30 000 GEL
10	<b>Restrictions on the use of the card</b>	
	With the card, transactions on the following MCC codes are not allowed without the additional consent of the customer*	(a) 7995 - gambling; (b) 5967 - direct marketing, +18 services;
11	<b>Other conditions</b>	
	Balance check at an ATM located in Georgia	Free
	Balance check at an ATM located abroad	1.00 GEL

\* The restriction will automatically apply to digital cards activated from June 1, 2021. The Clients who activated their digital card before June 1, 2021, should apply to the Bank in order to apply the said restriction in accordance with the rules established by the bank.

**Appendix No. 3 - Service rates for employees of the organization included in the payroll program**

The service rates of the employees of the organization included in the Bank's salary program are determined individually for each organization. In addition, the **Bank** has the right at any time to transfer the employees of the organization included in the salary program to the standard service rates:

- Based on the notification sent 30 (thirty) calendar days before;
- Immediately, if the organization involved in the payroll program transferred the wages of one or more employees to an account opened for this purpose in another financial institution or started paying the wages in cash;
- Immediately, if the organization involved in the payroll program has violated any of the terms of any agreement(s) signed between it and the **Bank**;
- On the basis of management of the organization itself;
- Immediately, if the account does not record the payment of wages for a period of 6 months.



Appendix No. 4 - Tariffs and limits for using Agro account and Agro card<sup>5</sup>

Tariffs	
<b>Agro account</b>	
Account currency	National currency (GEL)
Transfer of the amount deposited in as cash in national currency to another account of Liberty Bank	Free
Account top-up by transfer from the universal account	Free
Account top-up at Liberty Bank branches and service centers by depositing money from the cash register	Free
Account top-up from the eMoney account (if any)	Free
Account top-up with instant payment (LB Pay/365) device	Free
Daily limit of depositing money into the account through an ATM	30,000 (thirty thousand) GEL
Withdraw money at Liberty Bank service centers	0.2%, min. 0.5 GEL
Transfer of money brought in as cash in national currency to another bank account	0.07%, at least 0.70 Tetri
Immobile Agro Account Fees	National currency (GEL)
<b>Agro Card</b>	
Card type	Pre-produced local bank card
Card name	Pre-produced nameless
Card validity period	10 years
Monthly card service fee	Free
POS Purchases	Free
Block The Card in Local Stop-list	Free
Lost / Damaged Card(s) Replacement	Free
Restoration of an expired card	Free
Card PIN recovery	Free
Penalty for unauthorized spending of money on Agro account	0%
<b>Limits</b>	
Withdraw money from the account from Liberty Bank service centers	Unlimited
POS Purchases	Daily 3000 (three thousand) GEL
<b>Customer loyalty</b>	
Cashback on each transaction, the amount of which is not less than 5 (five) GEL	Not less than 3% (three percent) of the transaction amount

<sup>5</sup>All other operations/transactions that are not provided for in Annex N4 (Agro Account and Card Tariffs and Limits) will not be allowed on the Agro Account and Card, unless otherwise specified by the Bank.

Appendix No. 5 – Tariffs and conditions of the realization tariff package

Product / Service	Realization Tariff Package 0 GEL a month
<b>Remote service</b>	
Internet Banking	Free
Mobile Banking	Free
SMS Banking	Free
Standing Orders	Free (unlimited amount) <sup>6</sup>
<b>Mandatory products of the tariff package</b>	
Mandatory Product	Realization account
<b>Realization account</b>	
Realization Account Opening Fee	Free
Realization Account Service Fee	Free
Currency of the Realization Account	GEL /USD/EUR
Allowable Number of Realization Accounts	Unlimited
<b>Depositing / withdrawal to/from the account</b>	
Depositing Cash to the Realization Account	Free
Withdrawal of Money From the Realization Account	<ul style="list-style-type: none"> <li>• GEL - 0.20%, min. 0.50 GEL</li> <li>• USD/EUR - 0.40%, min. 0.50 unit</li> </ul>
<b>Transfers and currency conversion (universal account, special currency account)</b>	
Money Transfer Between Own Accounts (any currency)	Free
Currency Conversion	At the bank's commercial rate
Withdraw Limit in Liberty Bank Branches	unlimited

<sup>6</sup> Activating a standing order on the sales/realization account is allowed only for the purpose of transferring between own accounts in the bank,

**Appendix No. 6 – The Terms of receipt and fulfilment of payment request**

- The schedule below determines the time periods when the Bank may receive the payment request both by presenting before the Bank and by submitting through Remote Banking Service Channels. The schedule also determines the maximum term for the Bank to fulfil the request. - For the purposes of the present Appendix, the week days from Monday through Friday except the day offs determined under the applicable Law, shall be considered as Banking Days.  
 - The payment request submitted to the Bank on non-Banking Days and/or during the period not falling within the time range determined under the schedule below, shall be considered as received by the Bank on the following Banking Day.

Submission of a payment request to the Bank	Working hours, when the Bank's Service points and/or Remote Banking Service Channels operate and are accessible for the Clients	Period of time when a payment request submitted to the Bank, shall be considered received by the Bank	Maximum term for the Bank as of the receipt of a payment request up to its fulfilment within the territory of Georgia
Submission of a payment request by the Client by appearing before the Bank's Service points (including without any limitation a branch, service-centre, except such Service points where the Bank provides 24 hour Service)	<ul style="list-style-type: none"> <li>From Monday through Friday – from 10:00 AM through 17:30 PM;</li> <li>On Saturdays from 10:00 AM through 14:30 PM.</li> </ul> The Bank may determine different working days and working hours for different Service points. The Client shall be informed respectively through the way of public announcement.	<ul style="list-style-type: none"> <li>From Monday through Friday – from 10:00 AM through 17:30 PM;</li> </ul> The Bank may determine different working hours for different Service points. The Client shall be informed respectively through the way of public announcement..	<ul style="list-style-type: none"> <li>If the Bank is a payment service provider for the payer and the payment receiver, the payment request shall be fulfilled on the day of receipt of such request;</li> <li>If the payer and the payment receiver have different payment service providers, the payment request shall be fulfilled no later than the following Banking Day as of the receipt of the relevant request;</li> <li>If a foreign payment or notice exchange system is involved in the payment Operation, the Bank shall submit the request for further fulfilment to such systems no later than the following Banking Day as of the receipt the relevant payment request.</li> </ul>
Submission of a payment request by the Client by appearing before the Bank's service-centre providing 24 hour Service	Every day, during 24 hours, without interruption	Every day - from 10.00 am through 17:30 PM	<ul style="list-style-type: none"> <li>If the Bank is a payment service provider for the payer and the payment receiver, the payment request shall be fulfilled on the day of receipt of such request;</li> <li>If the payer and the payment receiver have different payment service providers, the payment request shall be fulfilled no later than the following Banking Day as of the receipt of the relevant request;</li> <li>If a foreign payment or notice exchange system is involved in the payment Operation, the Bank shall submit the request for further fulfilment to such systems no later than the following Banking Day as of receipt the relevant payment request.</li> </ul>
Submission of a payment request through one of the Remote Banking Service Channels (Internet Banking, Mobile Bank, LB PAY terminal, USSD menu, payment requests through ATMs, including VISA Direct or MasterCard MoneySend and etc.)	Every day, during 24 hours, without interruption	Every day - from 10.00 am through 17:30 PM	<ul style="list-style-type: none"> <li>If the Bank is a payment service provider for the payer and the payment receiver, the payment request shall be fulfilled on the day of receipt of such request;</li> <li>If the payer and the payment receiver have different payment service providers, the payment request shall be fulfilled no later than the following Banking Day as of the receipt of the relevant request;</li> <li>If a foreign payment or notice exchange system is involved in the payment Operation, the Bank shall submit the request for further fulfilment to such systems no later than the following Banking Day as of receipt the relevant payment request.</li> </ul>