

Effective date – March 13, 2023

# Credit Card Terms and Conditions

Approved with the #186 minute of September 09, 2013 of the Board of Directors of the JSC "Liberty Bank"/ the last changes were made by the № 112300117 Order of March 13, 2023 of the Head of the Legal Department

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## 1. Introduction

- 1.1. This document represents the Terms and Conditions of the Credit Card Services (hereinafter the **Terms and Conditions**)<sup>1</sup>.
- 1.2. Relations between the **Bank** and the **Client** regarding using the **Credit Card** are regulated by the Agreement (hereinafter the "Agreement"), which consists of:
  - 1.2.1. The **Application** filled in by the **Client** and signed by the **Parties** or/and **Client** confirms in another form specified by the **Bank** (if any);
  - 1.2.2. **Credit Card Service Agreement** made by and between the **Parties**;
  - 1.2.3. These **Terms and Conditions**;
  - 1.2.4. Tariffs applicable at the **Bank** for using the **Credit Card** constituting the Annex to and the integral part of the **Agreement**;
  - 1.2.5. **Universal Account Service Terms and Conditions** applicable at the **Bank**.
- 1.3. The subject of these **Terms and Conditions** is:
  - 1.3.1. To allow the **Credit Limit** on the **Client's Credit Card** account in accordance with the provisions and requirements of these **Terms and Conditions**;
  - 1.3.2. Determination of the rules for use of the **Credit Limit** by the **Client**; and
  - 1.3.3. Determination of the rule to fully and properly fulfill the obligations undertaken by the **Parties** under these **Terms and Conditions**, including without limitation the rules for payment of the **Credit Limit**, the **Interest** accrued thereon, the commission fee, **Overspent Amount**, and any other indebtedness envisaged by these **Terms and Conditions**;
- 1.4. **The Client** shall become acquainted with these and **Universal Account Service Terms and Conditions** carefully in order to use the service thereunder and completely fulfill them. The **Client** shall also be responsible for familiarizing the additional card holders (if any) with the above-specified terms and conditions and full compliance with them.
- 1.5. By signing the **Credit Card Application** (if any) the Client represents and warrants, that:
  - 1.5.1. He/she has completely filled in the **Credit Card Application**;
  - 1.5.2. The information specified in the **Application** is accurate and correct;
  - 1.5.3. Before signing the application, he/she has become acquainted with these terms and conditions fully, the tariffs and **Universal Account Service Terms and Conditions**;
  - 1.5.4. These **Terms and Conditions** or the Agreement contains no ambiguous provision and that the Agreement has been discussed with the relevant representative of the **Bank** and is fully acceptable for him/her;
  - 1.5.5. In case of ticking the appropriate box, he/she agrees that any of his/her deposit available in the **Bank** to be used as the collateral of this **Credit Limit**.

## 2. Definition of Terms

- 2.1. Unless otherwise defined by these **Terms and Conditions** or/and the context (of the **Terms and Conditions**) otherwise requires, the following terms shall have the meaning given below:
  - 2.1.1. **Authorization** - Consent for carrying out of the banking operation;
  - 2.1.2. **USD** - official currency of the United States of America;
  - 2.1.3. **Bank** - JSC "Liberty Bank", identification code: 203828304;
  - 2.1.4. **Overspent Credit Limit** or **Overspent Amount** - the difference between the **Credit Limit** allowed and the sum actually spent by the **Credit Card** as a result of the credit overspending;
  - 2.1.5. **Payment (Repayment) Period** – a) In case of the **Credit Card** repayment option with the minimum monthly payment amount the twenty-five (25) days following the **Date**

of **Calculation**, when the **Client** is required to pay the **Minimum Payment Amount** or/and make the installment amount established for use of the **Zero Interest Condition** or/and **Zero Commission Condition** or/and to pay the **Total Indebtedness**, or b) in case of choosing **Credit Card** repayment option with the annuity schedule, the fixed date defined in **Schedule** when the **Client** has obligation to pay the current installment or/and **Total Indebtedness**. If the last day of the **Payment (Repayment) Period** falls on a non-banking day, the **Payment (Repayment) Period** shall complete on the following **banking day**. However, payment obligation(s) made regarding to the **Credit Card** shall not be deemed fulfilled if for any reason ((including, but not limited to, collection, seizure and / or other restrictions on the **Client's Bank Account(s)**), the amount credited/deposited on the **Credit Card** Account will not be available to the **Bank** for covering the **Client's** obligation(s) to the **Bank**;

2.1.6. **Application or Credit Card Application** – the written information concerning the receipt of the credit service which is created by the **Bank** through the use of material document, electronic, optical or other means and is delivered to the **Client**, to which the **Client** agrees by its signing or/and confirming of the electronic form (electronic consent), which will have the same legal force as a consent statement/ expression of will made by the **Client** in the form of material document. The **Application** (if any) is attached to the **Agreement** and constitutes the integral part hereof;

2.1.7. **Schedule** – in case of choosing **Credit Card** repayment option with the annuity schedule, an annex to the **Agreement** (in material or electronic form), by which the **Bank** determines the amount, periodicity and/or other conditions of **Credit Card** disbursed amount or/and the payments related to it. Within the **Credit Limit**, for each amount disbursed by the **Client** a new **Schedule** will be made in case, after such disbursement, the total amount of the **Credit Limit** will exceed the amount for which the previous **Schedule** is made. The term of each newly generated **Schedule** shall not exceed 36 (thirty-six) months;

2.1.8. **Settlement Date** - In case of **Credit Card** repayment option with the minimum monthly payment amount, a relevant calendar day of each month, when the **Minimum Payment Amount**, as well the amounts payable to use the **Zero Interest Condition** and/or **Zero Commission Condition**, that shall be paid within the **Payment (Repayment) Period** under the **Terms and Conditions**, is calculated. The **Client** may choose one of the date offered by the **Bank** for payment date ((the last day of the **Payment (Repayment) Period**)), according to which the **Settlement Date** will be defined.

2.1.9. **Related Agreement** – the agreement(s), as amended from time to time, signed/executed by and between the **Parties** and/or with the participation of the **Parties** to ensure the fulfilment of obligations assumed by the **Client** under the **Agreement** (including without any limitation collateral agreements, banking service agreements, insurance agreements, all changes and amendments thereto (including but not limited to collateral agreement(s), bank service agreement(s), insurance agreement(s), as well as bank guarantee, letter of credit, etc. issued in favour of the **Bank** as a beneficiary).

2.1.10. **Euro** – the official currency for some of the EU member countries, as well as for Montenegro, Andorra, Monaco, San Marino, Vatican and Kosovo;

2.1.11. **Overdue Date** – the day following the last day of the **Payment (Repayment) Period** and/or **Payment Date(s)** defined by the **Schedule** if: (a) in case of **Credit Card** repayment option with the annuity schedule of outstanding indebtedness if regarding to any indebtedness on the **Credit Card** the **Client** fails to pay at least the **Minimum Payment Amount** to the **Bank** during the **Payment (Repayment) Period**; (b) in case of **Credit Card** repayment with minimum monthly payment option, if on the payment date (at the end of the last day of **Payment Period**) the total payments made by the **Client** is less than **Minimum Payment Amount** from the following day of the **Settlement Date** to the payment date and/or deposited amount on **Credit Card** (this amount does not include the funds available on the

<sup>1</sup> These Terms (approved by the minutes of the Board of Directors meeting # 519 of June 24, 2021) apply only to the cards issued after the enactment of the Terms and conditions approved by the minutes of the meeting # 501 of the Board of Directors held on August 17, 2020. The cards issued before the enactment of the Terms and conditions approved by the minutes of the meeting # 501 of the Board of Directors held on August 17, 2020 are subject to the Terms and Conditions approved by the minutes of the meeting of the

Board of Directors # 473 held on September 19, 2019 and the change incorporated in the Terms and Conditions approved by the minutes of the meeting of the Board of Directors # 518 of June 1, 2021, also the change incorporated in the Terms and Conditions approved by the minutes of the meeting of the Board of Directors # 518 held on June 1, 2021 .

**Credit Limit** before the **Settlement Date** and will be only the payments made by the **Client** from the following day of the **Settlement Date** to the payment date will be considered) is less than accrued **Interest Rate**. In case of the new card (including a new teacher's card), the following day of the **Repayment Date** as provided under the **Agreement** is defined as the **Overdue Date** if at the end of the **Repayment Date** (including 24 hours of that day) the amount placed on the **Credit Card Account** is less than **Minimum Payment Amount** (including the amounts of **Credit Limit** outstanding by the end of the **Settlement Date** and total charges regarding to the **Credit Card** (if any: of unpaid **Monthly Fixed Fee** charged in accordance with the tariffs for the **Credit Limit** used in the previous **Reporting Period**, overdue charges, etc.) and/or the next day of the following day of the **Repayment Date** (the day defined by the **Agreement** as the **Monthly Fixed Fee** payment date) if by the end of the day following day of the **Repayment Date** (including 24 hours of this day) the amount placed on the **Credit Card Account** is less than the **Monthly Fixed Fee** amount.

2.1.12. **Interest on Overdue Payment** – as it is defined in N1 Annex to these **Terms and Conditions**;

2.1.13. **Fixed Penalty on Overdue Payment** – as defined in N1 Annex to these **Terms and Conditions**;

2.1.14. **Overdue Indebtedness - Total Indebtedness of the Client to the Bank**, which is not paid within the terms established by these **Terms and Conditions**;

2.1.15. **Verified Number – Client's** mobile phone number registered in the **Bank** that is verified according to established procedures in the **Bank** and is used at **Bank's** own discretion;

2.1.16. **Internet Banking** – a remote banking channels of the **Bank** through which the **Client** may get various information and carry out banking operations without being in the **Bank** branches using the web-site <https://my.libertybank.ge>;

2.1.17. **Client** – person, whose name, surname and identification data are specified in the **Agreement** on **Credit Card** Service, on the basis of which it utilizes the service or/and the products thereunder by consent of the **Bank**;

2.1.18. **Default of the Client** – violation of any of the **Client's** obligations to the **Bank**, except the obligations arisen under this agreement;

2.1.19. **Confidential Information** – unless otherwise determined by the **Agreement**, the **Agreement** (except these **Terms and Conditions**) any information/documentation (including the information/documentation regarding the **Party's** personal, shareholding, financial data, the data of **Persons** owning/governing/related to the **Party**, transaction(s) with third parties, movable and/or immovable property/objects possessed, business processes/procedures, marketing strategy, project(s) and/or other data) received, processed, created and/or sent by one of the **Parties** regarding the other **Party** in consequence of signing and/or fulfillment of the **Agreement** and/or other important information/documentation;

2.1.20. **GEL** – official currency of Georgia;

2.1.21. **Mobile Bank** - a remote banking channels of the **Bank** through which the **Client** may get various information and carry out banking operations without being in the **Bank** branches using the mobile phone;

2.1.22. **Universal (same as Liberty) Account** – current multicurrency account of the **Client** available in the **Bank**;

2.1.23. **Universal Account Service Terms and Conditions** - the terms and conditions established by the **Bank** for servicing the **Universal Account** <https://libertybank.ge/en/agreements/liberti-angarishi>, which may vary from time to time by sole decision of the **Bank**;

2.1.24. **Minimum Payment Amount** – In case of **Credit Card** repayment with monthly payment amount option, minimum monthly payable amount of the sum utilized from the **Credit Card**, which includes the least from the amounts given below: a) total amount of the utilized volume of the **Credit Limit** and the payables charged on the **Credit Card** (if any: outstanding interest charged according to the tariffs for the utilized credit limit amount during previous **Reporting Period**, **Interest on Overdue Payment(s)**, monthly service commission fee (if any)) as of the **Settlement Date**; (b) monthly fixed amount depending upon the volume of the **Credit Limit** and defined in #1 Annex to these **Terms and Conditions** ((this condition “b” does not apply to a new card (including a new teacher's card)). (c) in case of the new card (including a new teacher's card) in the amount of **Monthly Fixed Fee**, but if the **Client** uses the **Zero Interest Condition**, meaning that, the **Client** has paid the amount of the utilized **Credit Limit** as of the **Settlement Date** and all the relevant payments regarding to the **Credit Limit** (if any) and has fully fulfilled any and all payments regarding to the **Credit Card** accrued in the past (previous) **Reporting Periods**. If the **Client** chooses the **Credit Card** repayment according to annuity schedule, the monthly payment amount established by the **Schedule** is considered as the **Minimum Payment Amount**. In case of overdue on the **Client's Credit Card**, the **Minimum Payment Amount** shall include the above-mentioned payables as well as outstanding **Minimum Payment Amounts** for the previous **Reporting Period(s)**, the **Fixed Penalty on Overdue Payment** (if any), **Interest on Overdue Payment** charged as of the current **Settlement Date** and also any outstanding **Penalty** and payable originated during the previous **Reporting Period(s)**;

2.1.25. **Party/Parties – the Bank or/and the Client or/and the additional card holder(s)**, as the context requires;

2.1.26. **Total Credit Card Indebtedness or Total Indebtedness - Total Debt** (incl. outstanding amount) existing on the **Credit Card** for the **Settlement Date** or the amount after depositing of which on the **Credit Card Account** the balance of such **Account** will be equal to zero;

2.1.27. **Zero Interest Condition** – the condition entitling the **Client** to use the interest free **Credit Limit** during the previous **Reporting Period**; this condition occurs when: during the **Payment Period**, the **Client** fully repays the **Credit Limit Amount** utilized for the **Settlement Date**; In addition, this sum may be paid by a single payment as well as in installments. If the **Client** uses the **Zero Interest Condition**, he/she (the **Client**) shall not be charged the monthly service fee for the previous **Reporting Period**. **Zero Interest Condition** is not applied to the option of **Credit Card** repayment with annuity schedule;

2.1.28. **Zero Commission Condition** - the condition, under which the **Client** may use the **Credit Limit** during the **Reporting Period** without to pay the **Monthly Fixed Fee**. This condition mentioned above applies if during the current **Payment (Repayment) Period** (including 24 hours of the **Repayment Date**) the amount used from the **Credit Limit** by the end of the **Settlement Date** is repaid in full by the **Client** on the **Credit Card Account** (by depositing and/or crediting the amount to the **Credit Card**).

2.1.29. **Transaction or Operation** – determined as the definition of **Transaction or operation** given by **Universal Account Service Terms and Conditions** and furthermore includes the **Transaction Equal to the Amount Withdrawal** as provided under the **Terms and Conditions**;

2.1.30. **Personal Data**- defined in accordance with the law on Personal Data Protection;

2.1.31. **Penalty - Fixed Penalty on Overdue Payment, Interest on Overdue Payment, Penalty for Overspending of the Credit Limit, Credit Card Default penalty or/and any other penalty or/and fine sanction** defined under the **Terms and Conditions**;

2.1.32. **Reporting Period** – time period between the **Settlement Dates**;

2.1.33. **Bank Plastic Card or Bank Card or Plastic Card** – international (VISA, MasterCard or CUP) or local (PAY) personalized (name and surname of the **Client** embossed on the card) or non- personalized bank plastic card issued by the **Bank** to the **Client** in accordance with the procedures as provided under **Universal Account** and **PAY Account Service Terms and Conditions** and the applicable legislation;

2.1.34. **Banking Day** – part of the working day (except the days off defined by the **Bank** or/and official holidays prescribed by the legislation) established by the **Bank** during which it carries out its banking services;

2.1.35. **Credit Card** - Magic Card credit card, New card, “Shopping Card”, teacher's credit card, teacher's new card, Instanta Card or/and any other type of credit card(s) prepared by the **Bank** to the **Client**, which the **Bank** may issue from time to time and offer its **Clients** and on which the credit limit determined by the **Bank** is allowed and which has repayment options with minimal monthly payment amount or annuity schedule. **Credit Card** repayment option with minimal monthly payment amount implies such utilizing of it during which the **Client** is entitled to repay the **Disbursed Credit Limit** and accrued **Interest Rate/Monthly Fixed Fee** amount by making monthly settlements in accordance with the terms and provisions of the **Agreement**, and **Credit Card** repayment option with annuity **Schedule** implies such utilizing of **Credit Card** during which the **Disbursed Credit Limit** and accrued **Interest Rate** amount are covered on the dates and in the amount of defined by the **Schedule** in accordance with the terms and provision of the **Agreement**. **The Credit Card** may be basic as well as the additional up on the sole decision of the **Bank**;

2.1.36. **Cancellation of a Credit Card** - termination of the validity of the **Credit Card**;

2.1.37. **Credit Card Default** - delinquency by the **Client** on the credit card payment under the **Agreement**, which continues at least 90 (ninety) days from the **Overdue Date** and gives rise to right for the **Bank** to terminate the service envisaged by the **Credit Card** and these **Terms and Conditions**;

2.1.38. **Credit Limit** - maximum amount of the sum within which the **Client** is entitled to use the credit resource allowed by the **Bank** on the **Credit Card**;

2.1.39. **Credit Card Blocking** - to stop the right to spend the **Credit Limit**;

2.1.40. **Overspending the Credit Limit**- use of the sum in excess of the threshold amount of the limit allowed on the **Credit Card** in any manner;

2.1.41. **Credit Card Overspending Penalty or Overspending Penalty** - as given in #1 Annex to these **Terms and Conditions**;

2.1.42. **Term of Validity of the Credit Card** - 36 (thirty-six)<sup>2</sup> months from the date of issuing the **Credit Card** or reviewing the **Credit Limit** by the **Bank**, unless otherwise envisaged by the terms and conditions of the **Agreement**.

2.1.43. **Interest Rate or Interest** - as given in #1 Annex to these **Terms and Conditions**;

2.1.44. **Monthly Fixed Fee** - in case of the new card (including a new teacher's card) remuneration (commission) established by the **Bank** for using the **Credit Limit**, as defined under the **Agreement** according the **Credit Limit Amount** agreed between the **Bank** and the **Client**. In case of increase/decrease of the **Credit Limit** defined by the **Agreement**, the **Bank**

<sup>2</sup> If before August 16, 2022 the **Credit Limit** is already allowed for a maximum period of 48 (forty-eight) months, this period will not be automatically reduced to 36 (thirty-six) months unless the **Bank** otherwise decides.

is authorized to increase and/or decrease the **Monthly Fixed Fee** amount and determine it in accordance with the amount of the **Credit Limit** obtained caused by of such change.

2.1.45. **Total Debt** - aggregate liabilities/obligations of the **Client** to the **Bank** arisen in connection with the **Credit Card** use, including, without limitation any principal amount, **Interest, Penalty** and commission fees charged thereon (if any);

2.1.46. **MasterCard MoneySend Transaction** - Money transfer and / or transfer from one card included in the MasterCard International Payment System to the card included in the same or another payment system, which can be performed both within the territory of Georgia or abroad through the channels and according to the conditions defined by the relevant financial institution.

2.1.47. **VISA Direct Transaction** – Money transfer and/or transfer from one card included in the VISA International Payment System to the card included in the same or another payment system, which can be performed both within the territory of Georgia or abroad through the channels and according to the conditions defined by the relevant financial institution.

2.1.48. **3D Security Service of the Credit Card or 3D Security** - the service aiming at the safe performance of the transactions made by the **Card** activated in VISA and MasterCard international payment system through the internet;

2.1.49. **Trade / Service Facility Code or MCC** – Four-digit code set by ISO 18245 standard in the frame of trade / service facilities' activities;

2.1.50. **Access Code(s)** – Credit Card PIN code(s), password(s), username and/or any other confidential information that the **Bank** may provide to the **Client** for secure access and use of various banking services;

2.1.51. **Transaction Equal to the Amount Withdrawal** - purchase of the goods or/and the service by use of the bank card and/or by **Credit Card** account which may be transformed into the money resource at the next stage. This type of transactions also includes betting in the casino or the totalizer by use of the card, money transfers, transfer from one Bank Card to another card by using **Visa Direct/MasterCard MoneySend** service, refill of e-wallet, purchase of travelers cheque(s) and other operations. **Transaction Equal to the Amount Withdrawal** may be carried out by use of the bank card in ordinary way (shop, casino, bank and other institution) as well as remotely through the internet, phone or/and other channel which does not require the physical presence of the customer on the site of the suppliers of goods/services.

2.1.52. **Moneybox or Cash Collection Service** – Banking service through which the **Client** may to accumulate money on a demand deposit account opened in the **Bank**, in accordance with the accumulation scheme offered by the **Bank**.

### 3. Representations and Warranties of the Client

3.1. By signing the **Agreement on Credit Card Service** or/and using the service under the **Terms and Conditions**, the **Client** agrees, represents and warrants that:

3.1.1. **The Client** has a full authority (or will get a relevant authority) to sign or confirm in another form specified by the **Bank** and fulfill the obligations provided for in this agreement or any other agreement(s) and the **Applications** (if any);

3.1.2. The information provided by the **Client** to the **Bank** in the form of **application** (if any) or in any other manner is accurate, correct and complete;

3.1.1. Performance of the operation(s)/transactions under these **Terms and Conditions** will not lead to violation of the terms and conditions of other agreement(s) or other obligation(s) of the **Client** (if any) or any law, provision, rule, decree, court decision, order, instruction, judicial/court decree, or any restriction imposed by the state or regulatory authority, or the court or arbitration body which should be complied by the **Client**. Fulfillment of the operation/transaction defined by these **Terms and Conditions** shall not come into conflict with or shall not violate any agreement, contract, license or any other arrangement to which the **Client** is a party;

3.1.2. The **Client** is not involved in or threatened with the litigation which may have an adverse impact on its financial standing or the activity;

3.1.3. The **Client** is not engaged in or does not participate in any illegal activity envisaged by the laws of any country (including in money laundering, arms trafficking, terrorism or in any other illegal activity).

3.1.4. Any transaction/agreement made between the **Parties** in an electronic form (including electronically expression of will to execute this transaction/agreement) shall have the equal legal force as the material document (equal legal force as the personal signature on the material document).

3.1. These **Representations and Warranties** are valid during the entire term of this agreement.

3.2. **The Client** shall make all efforts that the associated persons (including without limitation the additional card holder(s)) during the validity term of this agreement will not carry out any action which will result in violation of the warranties specified therein.

3.3. After entering into force of this Agreement, the **Client** shall immediately inform the **Bank** in writing of the circumstances which may cause the violation of the warranties given in this agreement or may come into conflict with these **Representations and Warranties**.

3.4. In case of violation of these **Representations and Warranties** (which does not restrict the right of the **Bank** to claim for damages which will be incurred by such breaching/violating of the **Representations and Warranties**), if the **Client** fails to rectify such

violation within 10 (ten) **Banking Days** upon receipt of the relevant notice, the **Client** agrees to indemnify and hold the **Bank** harmless from any damage (including without limitation the consequential damage), claim and expenses (including without limitation the expenses to be incurred by the **Bank** for exercising own rights), legal process and any obligation which may arise as a result of such violation.

### 4. Credit Limit

4.1. By filling in the **Application** (if any) or/and the agreement on **Credit Card** service, the **Client** confirms its will to get a **Credit Card** and the **Credit Limit** allowed on it.

4.2. Filling in and signing or confirm the **Application** (if any) in another form specified by the **Bank** or/and signing the agreement on **Credit Card Service** by the **Client** shall not oblige the **Bank** to unconditionally render the service under these **Terms and Conditions** and the **Agreement to the Client**.

4.3. The **Bank** shall hand over to the **Client** a **Credit Card** for use in a sealed envelope, the **Access Code** (PIN) necessary to carry out transactions via **Credit Card** will be transmitted to the **Client** in a sealed envelope and / or by text message to the mobile phone number specified in the application and / or by any other form defined by the **Bank**.

4.4. The amount of the **Credit Limit** shall be determined by the sole decision of the **Bank**, including taking into account the request specified by the **Client** in the **Application** (if any).

4.5. The **Credit Limit on the Credit Card** shall be approved with the **Validity Term of the Credit Limit**. If the **Credit Limit** is secured by the deposit, its **Term of Validity** may be terminated on the last day of the term of the deposit or on the date of early termination thereof (deposit). Notwithstanding the provisions of this paragraph, the **Bank** is entitled to unilaterally determine any other term of validity for the **Credit Limit**.

4.6. The **Client** is entitled to request, at any time, an increase or reduce of the **Credit Limit**, however the **Bank** may unilaterally make decision on increase or reduction hereof, which the **Client** unconditionally agrees to.

4.7. In case of **Credit Card** annuity payment option, by each subsequent **Credit Limit** disbursement, if after such disbursement the sum utilized **Credit Limit** exceeds the amount the previous **Schedule** is generated at which and/or under this **Agreement Schedule** is altered by early repayment, new **Schedule** will be compiled/generated. Information about generation/compiling the new **Schedule** and other details connected to the **Schedule** will be provided to the **Client** in a form and through the channel specified by the **Bank**, including by text message (SMS) to the mobile phone number transmitted to the **Bank** by the **Client**. By disbursement of the **Credit Limit** and/or early repayment action under this **Agreement** the **Client** confirms to the **Schedule** alteration, which is considered to have the equal legal force of making confirm to/expression a willingness to the material document and regarding to such kind of alteration no additional consent is required from the **Client**.

4.8. If the **Client** fails to request the termination of the **Credit Limit** in writing 30 (thirty) calendar days prior to expiration of the **Term of Validity** of the **Credit Limit** (and accordingly, the **Cancellation of the Credit Card**), the **Bank** is entitled to review, at its own discretion, the **Credit Card Limit of the Client** within 30 (thirty) days before expiration of each **Term of Validity** and approve (or not to approve) it with the following **Term of Validity** of the **Credit Limit**.

4.9. **The Bank** may, at any time, increase or reduce the **Credit Limit of the Client** without the any kind of request of the **Client** or the notification by the **Bank**, which the **Client** unconditionally agrees to.

4.10. **The Bank** may, at any time, satisfy its claim from the deposit amount if the **Client** using the **Credit Limit** secured by the deposit violates these **Terms and Conditions**.

4.11. If the **Bank**, upon reviewing of the **Credit Limit**, reduces the **Credit Limit** of the **Client** and as a result, the sum utilized by the **Client** exceeds the newly approved reduced **Credit Limit**, the **Client** shall be obliged to repay this difference within 10 (ten) **Banking Days** from origination hereof.

### 5. Charging of Interest and other Payables

5.1. If the **Client** does not use the **Zero Interest Condition/Zero Commission Condition** (if any), the **Bank** may charge the **Interest/Monthly Fixed Fee** on the **Credit Card** account for the previous **Reporting Period(s)** which must be paid by the **Client** during the following **Payment Period**.

5.2. **Interest** shall be charged on the principal utilized within the **credit limit** and shall be calculated according to the actual credit use days, calculating on 365 days per year. The **Monthly Fixed Fee** is charged to the principal of the amount used within the **Credit Limit**, every month in the amount determined by the **Bank** according to the volume of the **Credit Limit**.

5.3. **The Bank** may impose the **Penalty** on the **Client** on the principal amount utilized within the **Credit Limit** and the **Overspent Amount**.

5.4. **The Bank** may write off the **Interest, Monthly Fixed Fee** from the **Credit Card** account without acceptance, as well as any payable accrued on the **Credit Card** at any time after the **Settlement Date**.

5.5. **The Bank** may, at any time and at its own discretion, impose different concessional conditions on the **Credit Card** on single or multiple basis.

## 6. Payment of the sums spent through the credit card

6.1. In case of full or partial utilization of the **Credit Limit**, the **Client** shall pay at least the **Minimum Payment Amount** charged on the **Credit Card** account every month during the **Payment Period** ((also the monthly service commission fee (if any) for those **Credit Cards** for which the **Minimum Payment Amount** will not include such monthly service commission fee)). However, in case of **Credit Card** minimal monthly payment option, accrued **Interest** amount will be repaid in the count of the least amount among the settlements made by the **Client** on the **Credit Card** account from the following day of **Settlement Date** till the **Payment Date** and the amount deposited on the **Credit Card** (this amount does not include the **Credit Limit** able to be absorbed before **Settlement Date** and implies only settlements made by the **Client** from the following day of **Settlement Date** till the **Payment Date**) by the **Client**, which means that the **Bank** will not cover the accrued interest rate amount from the **Credit Limit** amount.

6.2. In case of the new card (including a new teacher's card), in order for the **Credit Card** payment to be considered fulfilled in the current **Payment Period** the **Client** shall place funds (by depositing/crediting of the funds on the **Credit Card Account**) on the **Credit Card Account** by the end of the **Following Day After the Repayment Date** or the **Client** shall pay by the end of the **Repayment Date** the amount disbursed from the **Credit Limit** by the end of the **Settlement Date**. For the avoidance of doubt, in case the **Client's Credit Card** is charged with payments accrued and unpaid in the previous **Reporting Period(s)** the **Client** shall place the funds on the **Credit Card Account** at the end of the **Repayment Date** in the total amount of the current payments and any payments accrued in the previous **Reporting Period(s)** and apply to fully cover the obligation to the **Bank**.

6.3. Payment of the **Credit Limit** and other payable(s) shall be made through depositing the amount by use of the **Bank** payment channels (including the **Bank** cashier) or non-cash transfer of the amount to the **Credit Card**.

6.4. In no case, the **Bank** shall be responsible for timely reflection of the amounts on the **Credit Card** account. The responsibility for any hindrance which may cause late reflection of the sum on the **Client's** credit account shall be borne by the **Client** including without limitation the **Client's** obligation to pay the **Total Debt** or any part of it established by the **Bank** charged on its account as a result of such hindrance.

6.5. When repaying the **Credit Card** outstanding amounts, from the sums payable in this respect, first of all shall be covered the **Bank** expenses, following by the **Overspent Credit Limit, Monthly Service Commission Fee** (if any), **Penalty** (in addition, first the **Penalty for Overspending the Credit Limit** shall be paid, thereafter **Interest on Overdue Payment** and other **Penalt(ies)** in sequence as determined by the **Bank**), thereafter the **Interest/Monthly Fixed Fee** (the accrued and unpaid outstanding **Interest/ Monthly Fixed Fee** shall be paid first) and finally, the principal amount of the indebtedness shall be repaid (first the overdue principal amount shall be repaid). Furthermore, the **Bank** is entitled to define any other sequence of payment for each specific case.

6.6. The **Client** expresses its consent to the full authority of the **Bank**, that:

6.6.1. The **Bank** shall, at its choice, first repay the **Total Debt** or part of it from the funds received from the **Client**, irrespective of the fact that the **Client** has its own monetary obligations towards the **Bank** separate from this agreement (whether the term of fulfillment of these obligations falls due or not); or

6.6.2. The **Bank** shall, in its discretion, not to repay the **Total Debt** or part of it if the **Client** has its own monetary obligations towards the **Bank** separate from this **Agreement** (whether the term of fulfillment of these obligations falls due or not). Repayment of the **Total Debt** or part of it by the funds deposited by the **Client** shall be made only after the monetary obligations assumed by the **Client** to the **Bank** independent of this **Agreement** are covered/reduced.

6.6.3. The **Client** shall not be charged the **Interest/Monthly Fixed Fee** and **Monthly Service Commission Fee** (if any) (depends on the type of **Credit Card**) on the amount utilized within the **Credit Limit** if the **Client** uses the **Zero Interest Condition/Zero Commission Condition**. **Zero Interest Condition/Zero Commission Condition** shall not apply to the **Overspent Amount**.

6.7. The **Client** is entitled to pay to the **Bank** more than the **Minimum Payment Amount** generated on the **Credit Card** account at any time.

6.8. the **Client** will be entitled to request early cancellation of the **Credit Card** only if the full sum of the utilized **Credit Limit** and all the payments/obligations (including but not limited accrued **Interest Rate, Monthly Fixed Fee, Penalty** and any other payment) assumed under the **Agreement** will be covered (including early repayment) and will not have any other obligations under the **Agreement** to be fulfilled towards the **Bank**.

6.9. In the event of failure to pay the **Minimum Payment Amount** during the **Payment Period**, the **Bank** may **Block the Credit Limit** and impose the penalty on the **Client** in the amount set by tariffs.

6.10. The **Bank** may, at any time and without any reasoning, request a timely payment of the **Credit Limit** utilized and of any **Penalty** and the **Client** shall be obliged to promptly pay the amounts requested.

## 7. Overdue and Sanctions

7.1. The **Client** shall pay the debts/payables related to the **Credit Card** within the time frames established by these **Terms and Conditions**.

7.2. The **Client** shall dispose the **Credit Card** within the **Credit Limit** and not to overspend it. For **Overspending** the **Credit Limit** without the consent of the **Bank**, the **Bank** is entitled to impose the **Penalty** on the **Client** according to the tariffs, which the **Client** shall pay within the term defined by the **Bank**.

7.3. In the event of **Overspending** the **Credit Limit**, the **Client** shall immediately repay the **Overspent Amount** in full.

7.4. In the event of non-payment of the **Minimum Payment Amount** during the **Payment Period**, the **Bank** may block the **Credit Card** and impose a relevant penalty on the **Client** (according to the Annex #1 to these **Terms and Conditions**). After full payment of the indebtedness by the **Client** to the **Bank**, the **Client** shall be able to utilize the **Credit Limit** again, other than the case when the overdue has lasted more than 30 (thirty) calendar days. In such case, the **Bank** is entitled to suspend/stop the **Credit Card** validity term and to request the **Client** to fully pay the indebtedness assumed to the **Bank**.

7.5. If, during the term of the **Credit Limit**, the **Client's** payment is overdue by 90 calendar days (or 60 calendar days due to the type of the **Credit Card**) or more, the **Bank** is entitled to suspend/stop the **Credit Card** validity term and to request the **Client** to fully and immediately pay/return the amount utilized from the **Credit Card** with all **Interests, Penalties** and commissions charged thereon. Furthermore, the **Bank** is entitled write off the **Client's** indebtedness from any of the **Client's** account without acceptance. If there is not sufficient amount available on the account(s) maintained by the **Client** with the **Bank** for repayment of the indebtedness, the **Bank** may request the repayment of it through sale of any asset owned by the **Client**.

7.6. In the event of the **Credit Card Default**, the **Bank** is entitled, at its own discretion, to cancel the **Credit Card**. Cancellation of the **Credit Card** shall result in termination of the service under these **Terms and Conditions**.

7.7. The **Bank** is entitled, without the prior notification of the **Client**, to block or cancel the **Credit Card**, reduce a **Credit Limit**, request the return of the amount utilized from the **Credit Limit** with the **Interests, penalties** and commissions charged thereon or/and completely terminate this **Agreement**, if: a) the **Client** violates these **Terms and Conditions**; or b) the **Client's** financial standing deteriorates or it may be under threat; or c) to the **Bank's** belief, the general economic state of the country has significantly changed (deteriorated); or d) the **Client's** action is directed towards defrauding of the **Bank**, or if it has found that the documents or/and information presented by the **Client** is incomplete or/and inaccurate.

7.8. The **Bank** is entitled, without the prior notification of the **Client**, to cancel the **Credit Limit**, if, within any 30 (thirty) calendar days period, no active operation (debit turnover) is recorded on the **Credit Card**. In case of cancellation of the **Credit Limit**, the **Client** may apply to the **Bank** for restoring the **Credit Limit**. Restoration of the **Credit Limit** is the authority and not the obligation of the **Bank**, therefore it shall be carried out in the manner established by the **Bank**.

7.9. In case of **Blocking**, cancellation of the **Credit Limit** or/and termination of the **Agreement** by the **Bank**, the **Client** shall immediately repay all liabilities/indebtedness assumed to the **Bank**. The **Bank** is authorized to write off such liabilities/indebtedness from any of the **Client's** accounts without acceptance. If there is not sufficient amount available on the account(s) maintained by the **Client** with the **Bank** for repayment of the indebtedness, the **Bank** may request the repayment of it through sale of any asset owned by the **Client**.

7.10. In case of the **Client's Default**, the **Bank** is entitled to: (a) require from the **Client** to fully repay the **Credit Limit** spent within the term established by the **Bank**; (b) charge any sanction established for non-fulfillment of any obligation defined by these **Terms and Conditions**; or/and c) any other obligation envisaged by the laws of Georgia.

7.11. The payment of any of the **Penalties** defined under the **Agreement** does not relieve the **Client** from fulfillment of the liabilities under the **Agreement**.

## 8. Permitted Operations

8.1. The **Client** is entitled to carry out only the following operations on the **Credit Card** account:

8.1.1. Purchase of the goods or/and the service at the points of sale (both in the territory of Georgia and outside it), by means of internet and other remote channel(s);

8.1.2. Cash withdrawal through ATM/POS terminal;

8.1.3. Payment of utilities costs and other payables through ATM and internet;

8.1.4. Depositing of the sum to the **Credit Card** account or placement it by ways of entering to the cash desk;

8.1.5. Checking of the available credit balance or/and the available balance;

8.1.6. Carrying out the **Transaction Equal to the Amount Withdrawal**;

8.1.7. Money transfer (in national currency) inside the **Bank** (including between your own bank accounts).

8.1.8. Money transfer (in national currency) outside the **Bank**;

8.1.9. Other operations allowed by the **Bank**;

8.2. The **Bank** may, at any time, at its own discretion, restrict or/and change the **Credit Card** functionality, which may extend or restrict the types of the operations specified in the sub-paragraph 8.1 of this document (including without limitation make it impossible to withdraw the cash from the given **Credit Card** through ATM or/and POS terminal).

8.3. The **Bank** is entitled unilaterally impose restrictions on the **Client's** card transactions due to law requirements.

8.4. Restrictions imposed on the **Client's** card transactions are determined by the **Annex N1**.

8.5. The **Client** is authorized to apply to the **Bank** with the **Application** according to the rule set forth by the **Bank** for cancellation the restrictions imposed on card transactions and the operations on the **MCC Codes** defined by the **Annex N1** to be allowed.

8.6. The **Client** as individual person is entitled to transfer money to another person's bank account in only Gel via the recipient's cell phone number or personal identification number through the **Internet-Bank** or **Mobile-Bank** by the **Credit Card** (except from the installment card – shopping card, for which money transferring via the **Internet-Bank** or **Mobile-Bank** is not provided). Identification of a person based on the mobile phone number is carried out by the **Bank** accordingly to the mobile phone number registered in the **Bank**. The **Bank** shall not be responsible for the misrepresentation of the recipient's data for any reason, including if the recipient has changed the phone number recorded in the **Bank** and this has not been reported to the **Bank**. However, the **Client** is obliged to check thoroughly transaction's details (including recipient's initials, account number, and/or any other information available as a result of entering a personal/mobile number) and confirm the transaction only after assuring in their accuracy. The **Client** shall be responsible for any consequences caused as a result of money transferring made pursuant to parameters specified by the **Client**. Tariffs and limits For using of mentioned service is specified in the **Annex N1** attached to the **Terms and Conditions**.

independent of the **Bank**, including without limitation any cases where the **Bank** system or **VISA Direct** or **MasterCard MoneySend Transaction** Service is delayed due to system upgrades and / or improvements, as well as due to the delay in service of the recipient card's bank.

10.6. For protection of the **Client's** and/or own interests, the **Bank** may fully or partially suspend and/or restrict the use of **VISA Direct** or **MasterCard MoneySend Transactions** Service by the **Client**. In such case, the **Bank** shall send the notice to the **Client** at the first opportunity. The **Bank** may also stop/terminate the use of **VISA Direct** or **MasterCard MoneySend Transactions** Service by the **Client** at any time.

10.7. The **Client** grants the **Bank** the right to perform all electronic instructions / orders (as specified by the **Bank**) issued by the **Client** through **VISA Direct** or **MasterCard MoneySend Transactions** Services.

10.8. It shall not be deemed as the violation of agreement by the **Bank** and it shall not be liable for the result occurred, if:

10.8.1. Use of **VISA Direct** or **MasterCard MoneySend Transactions** service (or part of it) is impossible due to the reasons independent of the **Bank**;

10.8.2. The security details of the **Client** (in particular, access codes) have been used in unauthorized manner;

10.8.3. The **Bank** has not obtained the order(s) sent by the **Client**;

10.9. The fee for **VISA Direct** or **MasterCard MoneySend Transactions** service is determined in accordance with the tariffs set forth in Appendix # 1 for a **Transaction Equal to the Amount Withdrawal**. Furthermore, the **Client** may additionally be charged for the **VISA Direct** or **MasterCard MoneySend Transactions** carried out through the channel of another financial institution, in the amount determined by the financial institution providing such services, in each particular case.

## 9. The Accumulation Service – Moneybox

9.1. The **Clients** who hold **Credit Card** can activate the Automatic **Accumulation Service – Moneybox** in accordance with the accumulation methods defined by the **Bank**.

9.2. The **Accumulation Service** can be activated in the **Bank's** branches and service centres, as well as in the **Bank's Remote Banking Services** and/or in any other channel defined by the **Bank**, in accordance with the rules established by the **Bank**.

9.3. If the **Bank** does not decide otherwise, for the purpose of **Credit Card** utilization within the **Accumulation Service** the **Client** has opportunity to accumulate funds according to the schemes that are the following:

9.3.1. The accumulation method Cashback – the refund amount within the scope of **Bank's** incentive program will be automatically credited to the **Client's** on call deposit account specified by the **Client**. For the avoidance of any doubt, the amount under the scheme set forth in this paragraph shall be credited to the **Client's** on-call deposit account only in case the **Client** activates Cashback in accordance with the rules established by the **Bank**.

9.4. Within the **Accumulation Service** the funds can be accumulated in the one on-call deposit amount.

9.5. Through the **Accumulation Service – Moneybox** Funds can be accumulated via carrying out the following operations: a) when paying by the **Credit Card** at the **Bank's** partner trade and service facilities through the **Bank's** POS terminal and/or under incentive promotion / campaign offered by the **Bank**; **Bank's** partner trade and service facilities are determined by the **Bank** itself, independently.

9.6. The **Accumulation Service** is activated on the **Client's** account and not on the **Card**, therefore, in case the **Accumulation Service** is activated on the **Client's** account the funds will be accumulated on any **Card Transaction** linked to the account selected by the **Client**.

9.7. Within the **Accumulation Service** the funds can be accumulated only in the national currency (GEL).

9.8. The **Client** is fully aware and agrees, that the funds will not be transferred in case there is any legal restriction(s) (including seizure/collection order) on the **Client's** account.

9.9. The **Client** is entitled to apply to the **Bank** at any time to cancel the **Accumulation Service**.

9.10. The **Accumulation Service** activated on the **Client's** account will be automatically cancelled in case the **Client** closes the on-call deposit account on which the funds are accumulated within the **Accumulation Service**.

## 10. Visa Direct and MasterCard MoneySend Transactions

10.1. The **Client** is responsible for all order(s) that he/she gives to the **Bank** while using **VISA Direct** and **MasterCard MoneySend Transactions**. This implies the responsibility for any error(s) made by and/or any order(s) given by a third party.

10.2. In order to carry out **VISA Direct** or **MasterCard MoneySend Transactions**, the **Client** must follow the terms and conditions related to the use and security of bank card.

10.3. The **Client** shall not use **VISA Direct** or **MasterCard MoneySend Transaction**, if this results in overspending his/her account without the prior consent of the **Bank**.

10.4. The **Client** shall be responsible for any operations that he/she will performs while carrying out **VISA Direct** or **MasterCard MoneySend Transactions**.

10.5. The **Bank** will use its best efforts to provide the **Client** with **VISA Direct** or **MasterCard MoneySend Transactions** Services, however, the **Bank** shall not be responsible for failing to provide the **Client** with these services, if such failure is caused by the reasons

## 11. Credit Card 3D Security Service

11.1. **Bank Card 3D Security** is the additional security remedy proposed by the **Bank** to the **Client** which aims to ensure safe implementation of the card transactions activated in **VISA** or **MasterCard** international payment system through internet in the form of **Verified** by **Visa** and **MasterCard SecureCode** services.

11.2. To activate **3D Security Service of the Card**, the authorized **Card** holder shall fill in the appropriate **Application** in the branches and service centers of the **Bank** and shall make a relevant registration.

11.3. To activate **3D Security Service**, the authorized **Card** holder shall mandatorily activate **SMS Banking Service**, in this case, one-time **SMS** verification code of **3D Security Service** shall be sent to the phone number registered within this service when carrying out the card transaction through internet.

11.4. In case of improper or/and incomplete submission of the information indicated in the application, the **Bank** may refuse to the **Authorized Card Holder** for registration/activation of **3D security service**.

11.5. **3D Security Service** may be activated to the **Authorized Card Holder** from the following banking day after submission of the **Application** to the **Bank**. In addition, for the security purposes, the **Bank** may, at its own initiative, automatically activate **3D Security Service** to the **Authorized Card Holder** (including directly while making the internet-transaction by authorized **Card** holder) or/and terminate **3D Security Service on the Card**.

11.6. For implementation of internet transactions (purchase of the goods or/and the service) by use of **3D Security**, the **Authorized Card Holder** shall make sure in authenticity of the website of the merchant (point of sale) for which at least the following conditions shall be satisfied: (a) the logo of the **Bank** and „Verified by **VISA**“ or „MasterCard SecureCode“ shall be placed on the website of the merchant (point of sale); b) the requesting website shall hold the security certificates.

11.7. One-time **SMS** verification code to be used by authorized **Card** holder to carry out the **Transactions** shall be dynamic and simultaneously sent to the phone number registered at the **Bank** in the name of the card holder when implementing the card transactions (purchase of the goods or/and the service) via the internet.

11.8. The **Authorized Card Holder** shall be responsible for ensuring confidentiality of the information used in carrying out the transactions through **One-Time SMS Verification** code or/and the internet, accordingly the **Bank** or/and **VISA** / **MasterCard** international payment system shall not be responsible for any damage or/and the loss arisen as a result of failure to fulfill the above-specified obligation.

11.9. The **Bank** has no control means over the service offered by the merchant (point of sale), therefore, the **Bank** shall not be responsible for the inaccuracies of the service provided by the merchant (point of sale) as well as for the damage/loss incurred to the **Client** or/and third parties and for the accuracy of the information available on the website of the merchant (point of sale), or changes or/and other faults originated as a result of rendering of the service.

11.10. The **Client** shall be responsible for all tasks/orders which it gives to the **Bank** after special security procedures until the moment when it terminates the use of **3D Security Service**.

11.11. The **Bank** shall make all efforts to provide the **Client** with **3D Security Service** however the **Bank** shall not take the responsibility for the case if the **Client** is not provided with this service for the reason independent of the **Bank** (including without limitation when the **Bank** system or **3D Security Service** interrupts due to the reason of system update or/and

enhancement, **3D security service** may not be available on the websites of the merchants operating on the foreign territories).

11.12. For protection of the **Client's** or/and own interests, the **Bank** may suspend or/and restrict the use of **3D Security Service** or part of it by the **Client**. In such case, the **Bank** shall, at the first opportunity, send the notice to the **Client**. The **Bank** may also, at any time, stop/terminate the use of **3D Security Service** for the **Client**, fully or in part. In case of suspension or/and restriction of **3D security service**, the **Client** shall be responsible for the operations existing before such suspension or/and restriction.

11.13. It shall not be deemed as the violation of agreement by the **Bank** and it shall not be liable for the result occurred, if:

11.13.1. Use of **3D Security Service** (or part of it) is impossible due to the reasons independent of the **Bank**;

11.13.2. Telecommunication facilities are out of order while making the transactions through the internet;

11.13.3. The hardware of the authorized **Card** holders has software virus;

11.13.4. The security details of the **Client** (in particular, **One-Time SMS Verification Code**) have been used in unauthorized manner;

11.13.5. The **Bank** has not obtained the order(s) sent by the **Client**.

11.14. The **Client** is authorized to require from the **Bank** to cancel **3D Security Service** in the branch /service center of the **Bank** by submitting the **Application**.

## 12. Credit Card Service Tariffs

12.1. **Credit Card** service tariffs (also the terms and conditions of payment thereof) shall be defined by the Annex N1 representing the integral part of these **Terms and Conditions** and the **Agreement**.

12.2. Monthly service commission fee on the **Credit Card** shall be charged irrespective whether the transaction on the **credit card** account has been performed or not. Monthly service commission fee of the **credit card** shall be written off from the **credit card** account by the **Bank** without acceptance, from the amount of payments made by the **Client**, at any time after the **Settlement Date**.

12.3. Calculation of the monthly service commission fee (if any) of the **Credit Card** shall not be made according to the actual calendar days of use of the card in a relevant reporting month. For avoidance of any doubt, monthly service commission fee of the **Credit Card** shall be charged in the total amount irrespective of the number of calendar days of the reporting month when the **Client** has used the **Credit Card**.

12.4. Monthly service commission fee (if any) of the **Credit Card** shall be charged on the last day of each calendar month and it shall be foreseen in the **Minimum Payment Amount**/total amount payable by the **Client**, unless otherwise defined by the **Terms and Conditions**.

12.5. The **Bank** may charge the **Client** an **Interest** set according to the tariffs/ **Monthly Fixed Fee** as provided under the **Agreement** agreed with the **Client**, as well as the service commission fee, **Interest on the Overdue Payment**, other fine sanction and any other payable.

12.6. The **Bank** may unilaterally change the fee of any service under the Annex #1 (including the **Interest Rate**), about which it shall inform the **Client** at least one month earlier by placement of the application in the press, television, on own website and structural unit of the **Bank**, as well as by sending the SMS, through ATM network or e-mail notification. If the **Client** disagrees on these changes, it shall inform of it to the **Bank** in writing before effective date of them and shall be obliged to fully repay the existing indebtedness and to return the **Credit Card**, otherwise it shall be considered that the **Client** agrees to the changes made.

## 13. Credit Limit Currency

13.1. **Credit Limit** currency is **GEL**.

13.2. If the **Client** carries out any transaction in any currency other than the **Credit Limit** currency, the amounts required for conducting the transaction shall be converted into the **Credit Limit** currency. Conversion shall be made according to the exchange rate existing for the date of registration of the transaction into the electronic system of the **Bank**, which may differ from the currency exchange rate fixed for the date when the **Client** has carried out the transaction.

13.3. **Credit Card** operations made in **GEL** shall be reflected also in **GEL** on the **Credit Card Account of the Client** only if the operation is carried out in Georgia. If the operation in **GEL** is performed outside the territory of Georgia, it shall be reflected on the **Credit Card Account** in that currency which the **Bank** has to make the international settlement related to this operation (such currency may be **USD**, **EUR** or **GBP** - it depends on the country where the **Client** has made the card operation in **GEL**).

13.4. The **Client** acknowledges and agrees that the **Bank** shall apply its own exchange rate against the transactions made in any currency different from the **Credit Limit** currency.

13.5. The **Client** acknowledges and agrees that any change in the exchange rate shall apply to the transaction(s) in an immediate manner, without any additional notification to the **Client**. The updated exchange rate shall apply in case of conversion of the amounts spent as a result of the relevant transaction(s). The exchange rate applied for conversion of the amounts spent as a result of the relevant transaction(s) may differ from the exchange

rate available on the day of implementation of such transaction, as in case of conversion of the amount, the exchange rate established on that specific day when the transaction has been registered in the electronic system of the **Bank** shall apply.

## 14. New card (teacher's new card) CashBack

14.1. While using a new card (new teacher's card) the **Client** may receive **CashBack** money when paying by the **Bank's** POS terminal within the automatically activated offers at the **Bank's** partner trade and service facilities. The **Client** may also use the **Credit Card** category **CashBack**, under which the **Client** may choose a specific category pre-defined by the **Bank** once a month and receive **CashBack** amount when paying by **Credit Card** at any of the POS terminals at the trade and service facilities as provided under such category. If the **Credit Card CashBack** category includes the **Bank's** partner trading and service facilities, when paying by **Credit Card** at the **Bank's** partner trade and service facilities through the **Bank** post terminal, the **Client** will receive both types of **CashBack** amount; List of **Bank's** partner merchants and services, **Credit Card CashBack** categories, incentive promotion / campaign format offered by the **Bank** is determined by the **Bank** itself, independently.

14.2. The **Client** is aware and agrees that **CashBack** will not be credited to the relevant account in the event of any legal restrictions (including collection / seizure); The **Client** confirms that they are fully aware of and accept the terms of use of the **Loyalty Program** placed on the Website: <https://cashback.ge/ka/loyalty-program-terms>.

14.3. The **Parties** unequivocally agree that the **Bank** may unilaterally change, terminate, suspend or renew the **CashBack** terms provided under Paragraph 14 of these **Terms and Conditions** at any time.

14.4. Unless otherwise decided by the **Bank**, **CashBack Account** will not be opened for the **Client** if at the moment of the first **Credit Card** transaction the **Client** will have activated the **Fundraising Service** – cash accumulation scheme cashback within the service **Kulaba**, meaning as well, **CashBack** refunds on **Credit Card** transactions will be credited to the account type of demand deposit, on which the fund(s) returned under the **Fundraising Service** are accumulated. The **Client** confirms that they are fully aware of and agree to the **Universal Account Terms** placed on the Website: <https://libertybank.ge/ka/agreements/liberti-angarishi>

14.5. The **Client** may transfer **CashBack** funds deposited on the **CashBack** account only to any of her/his **Bank Accounts** and/or to pay utility bills and/or in order to transfer money to the state budget to the relevant account, meaning as well, that unless otherwise decided by the **Bank**, it is restricted to transfer money from **CashBack Account(s)**, withdrawal, transfer to other accounts except for the case (s) provided under this subparagraph. Termination/cancellation of this **Agreement** for any reasons will not automatically result the closure of the **CashBack Account** unless otherwise decided by the **Bank**.

## 15. Responsibility

15.1. Upon the request of the **Bank**, the **Client** shall be liable for payment of the following indebtedness charged on its **Credit Card** no later than the last day of the respective **Payment Period**, in particular:

15.1.1. Any indebtedness arisen as a result of transaction(s) made by the **Client** or additional card holder (if any) from the **credit** account of the **Client** even when the card is cancelled and the agreement is terminated at the moment when the obligation of payment is due.

15.1.2. For any transaction(s) carried out by any other person, if the **Client** or/and the additional card holder (if any) authorizes such person to make a transaction;

15.1.3. For the transactions made by the **Client** or/and the additional card holder (if any) by violation of this agreement; or

15.1.4. For the transactions made by a third party without authorization from the **Client** or/and the additional card holder (if any), including without limitation the transactions carried out through unauthorized use (stealing) of the **Credit Card**, any number or code.

15.2. **Bank** is not responsible for operations restricted at **MCC** codes envisaged in annex attached to the following **Terms and Conditions**, also any kind of damage/loss incurred after access to the operations are allowed upon the **client's** request.

15.3. Upon the agreement between the **Parties**, in case of **Credit Limit** payment option with annuity schedule the principal amount of **Credit Limit** can be repaid in advance other than under the timelines specified in the **Schedule** by submitting the written (in a material or electronic form) application to the **Bank** and/or using the special buttons (if any) within the remote communication channels after the expressing a willingness on **Credit Limit** early repayment.

15.4. In case of **Credit Limit** payment option with annuity schedule, if the **Client** deposits the funds on the **Credit Card Account** till the timelines stipulated by the **Schedule** and does not express a willingness for **Credit Limit** early repayment by submitting the written (in a material or electronic form) application to the **Bank** and/or using the special buttons (if any) within the remote communication channels, funds deposited by the **Client** on the **Credit Card Account** will not be applied to early repayment of settlements stipulated in the **Schedule**, mentioned amount will not be considered in **Credit Limit** calculation and regarded as independent funds from **Credit Limit**. Also, in case of **Credit Card** using for any



form of settlement and/or any kind of cash withdrawal from the **Credit Card**, settlement/cash withdrawal firstly will be fulfilled from the deposited funds mentioned in this paragraph and abovementioned amount should not be considered in the amount of the **Credit Limit**. The **Bank** has right to apply above mentioned amount to cover the obligations stipulated by the **Schedule** under the terms of this **Agreement** in the **Payment (repayment) Date**.

15.5. In case of partial early repayment of **Credit Limit** than it is provided in the **Schedule** the **Bank** entitled to unilaterally change the **Schedule** (generate new **Schedule**) and in this event the **Client** will be obliged to repay the credit amount according to the new **Schedule**.

15.6. In case of early repayment than it is provided in the **Schedule** the **Client** has the opportunity to choose one of the three options for **Credit Limit** early repayment:

15.6.1. **Basic option:** In the event of the **Credit Limit** early repayment the basic option of early repayment is automatically activated. If the **Client** chooses another option for the moment of partial repayment before the loan is due, under the basic option term in case of **Credit Limit** early partial repayment by the **Client** the principal amount of the **Credit Limit** will be covered and from the next month the **Client** will be able to repay only interest accrued on the **Credit Limit**. Only **Interest** payment will be conducted to the contribution principal amount of the **Credit Limit** covered by the **Client** will be enough to. Once the principal amount of the **Credit Limit** is expired the credit repayment will be continued according to the **Schedule** originally agreed between the **Client** and the **Bank**;

15.6.2. **Term reduction option:** The **Client** can activate the term reduction option at any time during the validity of the **Credit Limit**. Under the term reduction option in case of **Credit Limit** early partial repayment by the **Client** settlements and their repayment dates will not be changed, but the **Credit Limit** repayment term stipulated in the **Schedule** will be decreased accordingly.

15.6.3. **Settlement reduction option:** The **Client** can activate the settlement amount reduction option at any time during the validity of the **Credit Limit**. Under the settlement reduction option in case of **Credit Limit** early partial repayment by the **Client** the settlements provided by the initial **Credit Limit** repayment **Schedule** are recalculated without maturity term alteration of the **Credit Limit**. As a result, the monthly settlement amount required to cover the **Credit Limit** is reduced and credit repayment date is not changed.

15.7. The **Parties** undertake to compensate each other damage (loss) caused by the nonfulfillment or improper fulfillment of the **Agreement**, in accordance with law and/or the **Agreement**.

15.8. In case of nonfulfillment and/or improper fulfillment of any obligation set forth in the **Agreement** the **Bank** is entitled to not issue/activate **Credit Card/Credit Limit** and/or suspend the validity of **Credit Card** and/or other credit/bank product.

15.9. The **Bank** shall not be responsible for the restrictions (including collection, seizure, etc.) imposed by any government, administrative and/or other authorized body on the **Client's** Accounts maintained with the **Bank**, as a result of which, the **Client** fails to fully and duly fulfill obligations taken under the **Agreement**. In addition, the **Client** confirms that such circumstances do not constitute a basis for the restriction of the **Bank's** rights determined by the **Agreement**, and/or Legislation and/or the release of the **Client** from its obligations assumed under the **Agreement**, **Related Agreement** and/or **Legislation**.

15.10. Conditions related to the means of securing the obligation (if any) (including but not limited to the submitting of claim and selection of property during the enforcement):

15.10.1. If the **Collateral** is transferred to the **Bank** before the termination of the **Agreement**, the accrual of **Interest** (if any), **Monthly Fixed Fee** and **Penalty** will be continued / maintained until the sale of the **Collateral** in accordance with the terms of the **Agreement**, on the total outstanding amount of the debt, until the outstanding amount is fully repaid. However, if the **Collateral** transferred to the **Bank** will be sold, the outstanding amount shall reduced by the appropriate portion, and the accrual of **Interest** (if any), **Monthly Fixed Fee** and **Penalty** will be continued / maintained on the remaining outstanding amount.

15.10.2. The **Client** grants full authority to the **Bank**, regardless of the transfer of the **Collateral** to the **Bank** (by the way of voluntary payments and / or enforcement), to continue / maintain the accrual of **Interest** (if any), **Monthly Fixed Fee** and **Penalties** under the terms of the **Agreement** on the total outstanding amount until the sale of the **Collateral** and full repayment of financial obligations.

15.10.3. The **Client** grants full authority to the **Bank**, that the **Bank** may in its own discretion, to start enforcement on any property of the **Client**, in way that initially the claim should not be made against **Collateral** and/or any person under **Related Agreements**. Such action shall not be deemed as a waiver of **Bank's** rights regarding to the **Collateral** and/or **Related Agreements** and the **Bank** reserves the right to submit a claim at any time, to start enforcement regarding to the **Collateral** and/or to the property of the person's as envisaged under **Related Agreements**.

15.10.4. Provided that more than one financial obligation of the **Client** are due, the **Bank** is authorized, at its own discretion, to determine the sequence and order of the payments due.

15.10.5. If by the time of taking the **Collateral** into ownership, the value of the **Collateral** and/or the proceeds/amounts received from the realisation of the **Collateral** or other property is not sufficient to fully cover the obligations set forth in the **Agreement** (including without any limitation the **Credit Amount** and/or **Credit Related Charges**), (a) the **Client**

shall be liable for the remaining indebtedness; (b) the **Bank** is authorized to make enforcement regarding to the any property of the **Client**.

15.10.6. If the **Collateral** can not be found by the **Bank** at during of submitting the claim / enforcement, whatever the reasons are (hiding, destruction, seizure of property by any administrative body, crossing the Georgian border, etc.) The **Client** grants full authority to the **Bank**, that the **Bank** may, at its discretion, require: (a) from the **Client** to provide collateral with respective value or (b) the termination of the **Agreement** and full repayment of the liability from any property of the **Client**.

## 16. Information on Financial Standing

16.1. The **Bank** is entitled to request, at any time, the documentation on financial standing of the **Client**, in this case the **Client** shall present any information requested within the term established by the **Bank**.

16.2. If the **Client** fails to present the information requested within the term established by the **Bank**, the **Bank** is entitled to block the **Credit Limit** of the **Client** or/and cancel the **Credit Card** of the **Client** and request the repayment of the **Credit Limit** utilized within the time frames defined thereby.

16.3. The **Client** agrees to the full authority of the **Bank**, at any time during the term of the **Agreement**, the **Bank** may by telephone notification of the **Client** and / or send to the **Client's** business place and / or other relevant location the **Bank** employee and / or the authorized person designated by the **Bank** to examine and monitor the **Purpose** by estimating, taking pictures and/or compiling the reports and/or using other relevant actions, as well as to study the source of **Credit Limit** repayment and to the extent necessary to achieve these goals.

## 17. Write off the amounts without acceptance

17.1. The **Client** expresses its prior consent that the **Bank** is fully authorized to write off the amounts, without the additional consent of the **Client**, from any account maintained by the **Client** with the **Bank** on the day of **Credit Card** payment in order to repay, fully or partially, any debt occurred under the **Terms and Conditions**. If the currency of the amount of indebtedness and the sum accrued on the account or of the **Credit Limit** is different, the **Bank** shall make the conversion on its own according to the currency exchange rate fixed by the **Bank** on the date of payment, the cost of which will also be written off from the **Client's** account without acceptance. The **Client** expresses a prior consent to the right of the **Bank** under this sub-paragraph even for the period after the day of payment of the **Credit Card** provided that the available balance sufficient for repayment of the **Bank** indebtedness is not charged on the **Client's** accounts on the day of payment.

17.2. The **Bank** is entitled to first cover the **Bank** indebtedness from the amounts deposited by the **Client** or/and its guarantor (surety) to the accounts held in the **Bank**.

17.3. If the **Client** violates the terms and conditions of this **Agreement** and at the same time he/she has any type of secured loan in the **Bank**, the **Bank** may cover the sum of indebtedness charged on the **Credit Card** account from the amount of secured loan. Upon the request of the **Bank**, the **Client** shall sign any document which the **Bank** deems it appropriate for successful implementation of the action set forth in this Paragraph. Otherwise, this paragraph and other relevant provisions of the **Terms and Conditions** shall be considered as the change to the appropriate loan agreement(s) and the **Bank** shall have the right to fully cover the **Credit Card** indebtedness through the secured loan.

## 18. Additional Cards

18.1. The **Client** may request the **Bank** to prepare and transfer additional card(s) to a third person for which it grants a full power to the **Bank** to prepare the additional card(s) and transfer them to the person(s) specified by the **Client**.

18.2. Through the additional card, the third person shall have the right to use the **Credit limit** of the **Client**, and these **Terms and Conditions** and the agreement related to the **Credit Card** service shall fully apply to these card(s).

18.3. The **Client** shall make the additional card holder fully familiar to these **Terms and Conditions**.

18.4. The **Client** shall be responsible for the operations made by the additional card holder and the reimbursement of the amounts.

18.5. Turnover of the sums as a result of banking operations carried out by the additional card shall be reflected on the **Credit Card Account** of the **Client**. Number of the additional cards requested by the **Client** shall not exceed 3 (three) per each **Credit Card** account.

18.6. The **Bank** is entitled to refuse the **Client** to prepare the additional card(s) and transfer thereof to any third party without giving reasons which the **Client** unconditionally agrees to.

## 19. Authorization

19.1. The **Bank** is entitled to request a prior **Authorization** of the banking operation till completion of payment through the **Credit Card**.

19.2. The **Bank** may refuse on **Authorization** of any banking operation, irrespective of whether or not the **Client** has a sufficient amount to make the transaction within the **Credit Limit** or/and is overdue. This restriction may be applied for avoidance of any technical trouble, misappropriation of sum or for any other reason. The **Client** agrees to this restriction and shall have no claim in case of the **Bank's** refusal to carry out a transaction.

## 20. Concessional conditions and incentive actions

20.1. The **Bank** is entitled, without notification of the **Client**, to apply the incentive actions in relation to **Credit Card** product by imposing temporary or permanent concessional conditions for the **Client** on **Credit Card** terms and conditions or tariffs. Use of the **Credit Card** by the **Client** during such incentive actions shall mean its consent to the terms and conditions of such measures.

20.2. The **Bank** reserves the right to use the **Client's** photo, name and other identification data for the purposes of its marketing materials (including without limitation any advertising campaign, promo actions, etc.) which the **Client** unconditionally agrees to, until a different instruction from the **Client** will be provided to the **Bank**.

## 21. Obligation to notify

21.1. The **Bank** may, with the frequency defined by it, notify the **Client** about the indebtedness available on **Credit Card** account by sending SMS on the phone number indicated in the **Application** (if any) or/and the **Credit Card** service agreement or by other means established by the **Bank**. The **Bank** is not responsible for receipt of the notice by the **Client** and failure to receive such notice shall not release the **Client** from the obligation to pay the **credit limit** utilized and any other payable. If the **Client** does not receive the notice on **Minimum Payment Amount** from the **Bank** for any reason, he/she shall be obliged to contact to the **Bank** himself/herself and request the information on the amount and terms of the current and **Total Debt**.

21.2. The **Client** shall immediately inform the **Bank** of any change in the data specified in his/her **Credit Card Application** (if any) or/and the **Credit Card** service agreement.

## 22. Confidentiality and Personal Information

22.1. **Data Processing.** The **Client** acknowledges and agrees that both during the period of using the **Bank** services and after expiration of contractual relations, the **Bank** may, in accordance with the purposes determined under Paragraph 22.10, process the information related to the **Client**, including the **Client's Personal Data**;

22.2. Processing of the data by the **Bank** 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.

22.3. The **Bank** and/or the third parties (including the third parties 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 personal identity card; photo/visual image;
- d) Citizenship;
- e) Gender;
- f) Registered and/or actual place of residence;
- g) Telephone/ mobile number;
- h) Electronic mail 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 Sub-Paragraphs.

22.4. 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.

22.5. Data processing by the **Bank** in the electronic channels (including without any limitation web-browser, the **Bank's** web-site, **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**.

22.6. In order to provide Banking Services and to optimize services, the **Bank** is authorized to make limited information available 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**;

22.7. 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.

22.8. **Legal basis for data processing.** The **Client** acknowledges and agrees that both during the use of the **Bank** 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:

- 22.8.1. Upon **Client's** consent to the processing of his/ her **Personal Data** for one or more specific purposes;
- 22.8.2. To review the **Client's** application and/or provide Banking Services;
- 22.8.3. To protect the **Bank's** and/or third parties' lawful interests;
- 22.8.4. To fulfil obligations prescribed under the applicable Law;
- 22.8.5. To perform tasks carried out in the public interest, including for the purposes of crime prevention, public safety and law enforcement;
- 22.8.6. In other cases, prescribed under the applicable Law.

22.9. If the law 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.

22.10. ***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:

22.10.1. To provide Banking Services in full and complete manner;

22.10.2. To provide products and services, including through remote banking / payment service channels / payment instruments (fast payment machine, ATM, etc.) to provide relevant services / offers to the **Client**;

22.10.3. To identify/verify **Client** in the proper manner and to ensure periodic update of the data;

22.10.4. To verify the **Client's** solvency and to ensure periodic data;

22.10.5. For credit risk assessment, and to check the **Client's** creditworthiness;

22.10.6. To effectively communicate with the **Client**, including ensuring an appropriate and timely response to his / her statements, appeals or complaints.

22.10.7. 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;

22.10.8. To enable the use of eMoney wallet 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.

22.10.9. 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.

22.10.10. 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**;

22.10.11. 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.

22.10.12. To prepare and demonstrate various reports, researches and/or presentations;

22.10.13. To prevent, detect, investigate, and prosecute fraud and / or possible fraud, money laundering and other crimes;;

22.10.14. 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.

22.10.15. To offer new and/or additional credit or non-credit **Products** to the **Client**, that requires checking his/her credit history/ solvency;

22.10.16. For marketing activities, that implies a periodic offer of various **Products**/services both by the **Bank** and third parties.

22.10.17. For other legal purposes or/and in order to properly fulfil obligations prescribed under the applicable Law.

22.11. ***Transfer of information to and request of information from the Third parties. Duty of confidentiality.***

22.11.1. 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 to the extent necessary for the purposes determined under present **Terms and Conditions** and / or defined by applicable law.

22.11.2. 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;

22.11.3. For the purpose of creditworthiness, to process the information about the **Client** kept in the **Bank** and/or in the Credit Information Bureaus (hereinafter - the **Bureau**) in accordance with the rules under the **Legislation**. The **Borrower** is aware that the **Bank** will collect/process all the credit/non-credit and other relevant information about the **Client**, which is related to the transfer and receipt of information to/from the **Bureau**, in accordance with the rules provided by **Legislation**. The information is processed for the purpose of analyzing the solvency of the **Client** and will be available to cooperating users (lending organizations and recipients/suppliers of information) of the **Bureau** in accordance with the **Legislation**. The **Client** is also aware of the rights under the **Legislation** that, at the request of the **Client** (including the data subject), the Data Processor is obliged to correct, update, add, block, delete or destroy data if they are incomplete, inaccurate, not updated, or if their collection and the processing breaches the the applicable law.

22.11.4. The Information transferred to and received from the **Bureau** shall be determined by the **Legislation** and may include without any restrictions: the **Client's** identification data, **Agreement** and credit data, information on the **Borrower's** current

fulfilled/outstanding obligations and terms, information on collateral, guarantor information, other information defined by the **Legislation** /and/or the **Agreement** concluded between the **Bank** and the **Bureau**.

22.11.5. 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**.

22.11.6. The **Client** authorises the **Bank** and gives his/her consent to conduct an 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.

22.11.7. 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, which use the **Bank's** payment service to receive the payments made by their own customers(subscribers);
- 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 agencies 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 money transfer 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;
- l) Third parties to whom the **Bank** may sell, transfer or consolidate part of a business or asset. 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**.

22.12. If 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.

22.13. The **Client** acknowledges and agrees that the list given in present **Terms and Conditions** is not 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.

22.14. ***Direct Marketing.*** The **Client** authorizes the **Bank** to conduct communication at times determined by **Bank** including by means of short text messages, voice 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**. Unless the **Bank** otherwise receives instructions from the **Client**, in written /and/or electronic form agreed between the **Parties** /and/or prescribed by **Legislation**.

22.15. The **Client** authorizes the **Bank**, to transfer and/or disclose the **Client's** personal data or any other confidential information to affiliated parties/authorized Data processors in order to make different marketing offers. Furthermore, the **Client** may at any time require the **Bank** or/and affiliated parties or third parties/Data Processors authorized by the **Bank** to terminate direct marketing in accordance with the electronic/written form agreed between the **Parties** and/or prescribed under the applicable **Legislation**.

22.16. For avoidance of any doubt, it shall not be deemed as a direct marketing and the **Client** shall not be authorized to require from the **Bank** to terminate sending of various promotional/information messages if such promotional/information messages are delivered to the **Client** directly at the **Bank** service points (e.g. advertising banner, flyer, verbal offer, etc.) or in the electronic channels possessed by the **Bank** (associated to the **Bank**)(including ATM, **Internet Bank**, mobile bank, etc.).

22.17. The **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

22.18. **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.

22.19. 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.

22.20. **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.

22.21. **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.

22.22. The **Bank** shall continue **Data processing** (including the transfer or receipt of information to/from the legal entity of public law - Public Service Development Agency, credit bureau and other third parties prescribed under the present **Terms and Conditions**) in accordance with the purposes determined under Part III both during the term of the **Agreement** and after expiration thereof, in accordance with the **Bank's** goals and interests at the **Bank's** sole discretion, regulatory requirements and/or applicable Laws.

22.23. **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.

22.24. 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.

22.25. 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.

22.26. Unless the applicable Law provides otherwise, the **Client** may not request the **Bank** to erase the **Client's** personal data accumulated at the **Bank**.

## 23. Governing Law and Resolution of Disputes

23.1. These **Terms and Conditions** shall be governed and interpreted in accordance with the laws of Georgia.

23.2. Any dispute, controversy or claim arising out of or connected to **These terms and Conditions** or any violation of these **Terms and Conditions** shall be settled through negotiations between the **Parties**.

23.3. If the **Parties** fail to reach the agreement through negotiation, they unconditionally agree to file a claim/suit in court according to the legal address of the **Bank**. At the same time, **Parties** agree that: On the basis of article 250 of the Civil Procedure Code, by signing this **Agreement** the **Client** declares his consent and refuses to appeal against the decision on dispute made by the court of first instance in favor of the **Bank**; and on the basis

of article 268 (1<sup>1</sup>) of the Civil Procedure Code of Georgia, any decision on dispute made by the court of first instance in favour of the **Bank** shall immediately be enforced.

## 24. Communication

24.1. Any communication by the **Bank** with the **Client** will be in both written or verbal form, while the **Client** communicates with the **Bank** in written form only.

24.2. Any communication between the **Parties** made in writing and delivered to the other **Party** directly to the contact data indicated in the **Agreement**, **Applications** and/or other **agreement(s)** with the **Bank**, personally, by courier service (including registered mail and/or court courier), e-mail, cellular communication (SMS), Internet Banking, Mobile Banking and/or by other means of communication determined by the **Bank** later, provided that:

24.2.1. The notice sent by the **Client** to the **Bank** personally and/or by courier shall be deemed to be delivered on the day of registering the notice at the **Bank's** cancellery department; and the notice sent through e-mail - on the day of sending an electronic receipt confirmation by the **Bank** to the **Client**;

24.2.2. The notice sent by the **Bank** to the **Client** by courier (including registered mail and/or court courier) shall be deemed to be delivered on the day of delivery to the **Client** ; and in case of absence of such delivery confirmation, on the following calendar day after the refusal to deliver or delivering the notice to any **person** at the **Client's** address;

24.2.3. The notice sent by the **Bank** to the **Client** via e-mail shall be deemed delivered on the day of sending receipt confirmation (notice of registration in the electronic mail of the addressee) from the **Client's** e-mail server, and in case of absence of such confirmation, on the following calendar day;

24.2.4. The notice sent by the **Bank** to the **Client** via cellular communication system (SMS), Internet Banking, Mobile Banking and/or other means of communication determined by the **Bank** later shall be deemed to be delivered on the following calendar day after sending the notice.

24.3. If the **Client** does not notify the **Bank** in prior regarding any changes in the contact data envisaged by the **Agreement** (including any details determined by the **Agreement**), and the person at a correspondence address refuses to deliver the notice sent on the basis of the **Agreement** and/or the notice is not delivered to the addressee after the second attempt, any such notice sent by the **Bank** shall be deemed delivered on the following calendar day after sending the notice.

24.4. If the **Client's** contact data are not specified in the **Agreement** or the notice can not be delivered to the addressee after the second attempt, the **Bank** shall be authorized to inform the **Client** through publication (using both print media and Internet or otherwise). This action shall not be deemed to be a personal data breach and the present **Agreement** shall be deemed to be the consent of the **Client** to process its data for the above purpose and to the above extent.

24.5. Communication between the **Parties** is carried out in Georgian, however, the **Bank** is authorized to communicate with the **Client** in another language acceptable to the **Client**.

24.6. The **Bank** is authorized to communicate with the **Client** for various purposes. Accordingly, notice to the **Client** (both written and verbal) may be informative (a) (e.g., information on transactions on the **Client's** account, delivery of access codes to the **Client**, reminder of payment schedule, etc.), (b) Contractual obligations (e.g., notice) on the existence of debt, demand for performance of the obligation, etc.), (c) marketing (for example, offering a new loan or product, etc.) /and/or content defined by **Legislation**.

24.7. The **Bank** is entitled to use any contact information about the **Client** recorded at the **Bank** or the the information provided by the third parties upon **Client's** consent. The contact information of the **Client** indicated in one contractual relationship (regardless of whether the said contract is valid) may be used by the **Bank** for communication within the framework of another contractual relationship with the **Bank** and vice versa.

24.8. The **Client** is responsible for any consequences that may result from the use of contact information as a result of a breach of privacy. If the **Client** does not wish the **Bank** to use any of the contact data, the **Client** shall address this request to the **Bank** in writing.

24.9. Any notice received by the **Client** from the **Bank** in an electronic form shall have the same legal force as the notice obtained in writing.

24.10. The **Bank** shall not be responsible if the **Client** fails to receive the notices if sent to the address or according to the contact details specified by the **Client** in advance.

24.11. The **Client** shall, upon the request of the **Bank**, provide the **Bank** with any additional information requested and also present the relevant evidencing documents requested by the **Bank** or defined by the laws of Georgia.

24.12. The **Client** is obliged to keep the confidentiality of identification data (including access codes). The **Client** acknowledges and undertakes to promptly notify the **Bank** of the loss of the **Mobile Phone** /and/or its (**Mobile Phone**) Number, the **Client's** cancellation of the phone number, alienation, transfer, /and/or other changes that may affect the safe delivery of services by the **Bank** to the **Client**.

24.13. **Bank** is not responsible for the consequences regarding to the changing, alienating of **Mobile Phone** number recorded in the **Bank** or for the consequences regarding

to losing, transferring to other person of Mobile Phone fixed by the **Client** in the **Bank** or sim-card or for occurring any similar circumstances.

#### 24.14. **Verified number**

24.14.1. The **Bank** is authorized to use the **Client's Verified Number** in order to communicate with the **Client** and provide banking services, including to obtain **Client's** consent/approval on the document(s) (including agreement(s)).

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

24.14.3. The **Bank** is authorized to consider the mobile phone number as **Verified Number** by dictating to the **Bank** the one time password received as an SMS on that phone number.

24.14.4. By verifying the mobile phone number according to the procedures established in the **Bank**, the **Client** agrees that the mobile phone number is in his/her legal possession and the **Bank** is exempted from any liability in case unauthorized third parties gain access on that mobile phone number and in that way use banking services.

24.14.5. In case of verification mobile phone number, the **Bank** is authorized to modify **Client's** mobile phone number previously registered at the **Bank** (if any) and use the **Verified Number** for providing banking services;

24.14.6. If the number is verified through remote service channels, the mobile phone number indicated in the relevant process will be considered verified only in case the **Client** successfully completes the relevant process.

24.14.7. If the **Verified Number** is verified number by another person, the **Bank** is authorized to cancel the verified status of the **Client's** mobile phone number.

24.14.8. Any notification / offer received on the **Verified Number**, as well as any consent made from the **Verified Number** (including by dictating one time password) shall be deemed to be genuine notice / offer / consent by the **Client**.

24.14.9. The **Bank** is authorized, at its own discretion, to determine the service(s) for which the **Verified Number** is required and to refuse to provide such service(s) to the **Client**, in case he/she (the **Client**) does not verify the mobile phone number in accordance with the procedures established by the **Bank**. In addition, in the event that verified status of the **Client's** mobile phone number is revoked for any reason, the **Bank** is entitled to restrict the banking services to the **Client**, the use of which is based on the **Verified Number**.

24.14.10. The **Client** is obliged to promptly notify the **Bank** in case of loss, abandonment or disposal of the **Verified Number**, as well as in case unauthorized third parties gain access on the **Verified Number**, or in case of any similar action related the **Verified Number** that may affect the safety of the banking service.

24.14.11. The **Bank** shall in no case be liable for the consequences caused as a result of change, disposal, loss (including without any limitation, any action that may have similar effects) of the **Verified Number**.

24.15. **Communication with the contact person.** The **Client** is aware and agrees that the **Bank** is authorized:

24.15.1. in order to verify the correctness of the information about the contact person given under the documentation related to the **Credit**, contact the contact person(s) specified in such documentation;

24.15.2. to contact the contact person(s) specified by the **Client** under the documentation related to the **Credit**, to find information about the **Client**, including but not limited to contacting the **Client** (and **Clients** authorized person(s)) in order to find the location of the **Client/ Clients** authorized person(s);

24.15.3. to provide the contact person(s) with information about the purpose and grounds of the contact, including to disclose the information about the status of the obligation (for example, the loan is current and/or overdue);

24.15.4. by means at **Banks** disposal and/or by other means, to find any third party(ies) associated with the **Client** and contact to such person(s) to determine the location of the **Client** and/or to contact the **Client**;

24.15.5. to communicate via **Client's** (and/or **Clients** authorized person(s)'s) contact information(s) provided by contact person(s) specified by the **Client** under the credit related documentation and/or provided by any third person(s) related to the **client** and found out by the **Bank**;

**Schedule**; and if there is any discrepancy between the **Schedules** dated on one and the same day and/or between the wording of the **Schedule** and the terms and conditions of the **Agreement**, the legal priority shall be given to the copy of the **Schedule** maintained with the **Bank** and/or softcopy of the terms and conditions of the **Schedule** available at the **Bank**. If the **Schedule** is made electronically, the right of access to it will be also granted to the **Client**. In case of several electronic **Schedules**, the legal priority shall be given to the terms and conditions of a recently dated **Schedule**; and if there is any discrepancy between the **Schedules** dated on one and the same day and/or between the wording of the **Schedule** and the terms and conditions of the **Agreement**, the legal priority shall be given to the electronic copy of the **Schedule** maintained with the **Bank** and/or softcopy of the terms and conditions of the **Schedule** available at the **Bank**.

25.5. **Transfer of authorities.** Without prior notice of the **Bank**, the **Client** unconditionally agrees that the **Bank** at any time may assign, sell or transfer the rights, obligations and benefits under these **terms and conditions** to other third person;

25.6. If the **Bank** exercises or intends to exercise the right set forth in the subparagraph 25.5, the **Client** agrees that the **Bank** may, without any limitation, transfer the information about the **Client** or/and the **Client's account** to any other third person or associated person. This shall not affect the **Client's** rights granted by the law.

25.7. The **Client** shall not be authorized to assign the rights granted and/or obligations assumed by the **Agreement** to the **Third Party**, fully or partially, without prior written consent of the **Bank**. However, notwithstanding the abovementioned, the **Bank** shall be authorized to assign, at its own discretion, the claims/demands and/or rights arising out of the **Agreement** to the **Third Party(ies)** and/or accept/receive the third parties' fulfillment of the obligations provided in the **Agreement**.

25.8. **Severability Clause.** If any paragraph or any part of these **Terms and Conditions** becomes void, invalid or terminates for any reason, this paragraph or part of it shall not be applied and it shall not affect the validity of the remaining paragraphs hereof.

25.9. **Headings and Interpretation.** Headings mentioned in these **Terms and Conditions** are applied only for convenience and shall not impact on interpretation of the **Terms and Conditions** of the agreement.

25.10. **Termination of credit card validity.** Due to the safety purposes, if there is any ground for doubt that the **credit card** may be used in an unsanctioned or/and fraudulent manner, in addition if the **Bank** thinks that the **Client** will not be able to fully or/and timely repay the credit indebtedness, the **Bank** shall have the right, at any time, to unilaterally terminate the **Credit Card** validity by giving a prior notice or without it. In such case, the **Bank** shall have the right but is not obliged to inform the **Client** about the reason of the decision made.

25.11. Exercising the right set forth in the subparagraph 25.10 of these **Terms and Conditions** by the **Bank** shall not lead to termination of the agreement. Until full repayment of its credit indebtedness by the **Client**, the agreement shall be deemed extended with the same terms and conditions and the **Client** shall be committed to properly fulfill any and all obligations defined by these **Terms and Conditions**.

25.12. The **Bank** may but is not obliged to reinstate the validity of the **Credit Card** if there are no longer the grounds for termination defined in the subparagraph 25.10 of these **Terms and Conditions** and the **Client** has presented the information on non-existence of the basis for termination.

25.13. **Changes of Terms.** The **Bank** may up on a notice sent to the **Client** 1 (one) month in advance, without any restrictions, unilaterally make changes to the text of these **Terms and Conditions**, including increase the **Interest** and inform the **Client** about it through the communication means of the **Bank** (website, e-mail, etc.).

25.14. If the amendments made by the **Bank** to the terms of the **Agreement**, including and not only **Fees, Interest rates, Penalties** and/or any other condition under the **Agreement** in favor of the **Client** and/or changes that do not aggravate or alter the **Client's** legal and/or financial condition, do not require prior notice to the **Client**.

25.15. If the **Bank** changes the terms of the **Agreement**, including and not only the **Interest, Fees, and/or Penalty**, that might not be in the **Client's** favor, the **Client** is entitled to disagree with the **Bank** on upon written application submitted to the **Bank**, in such case the **Agreement** will be considered terminated and the **Borrower** shall fully repay the outstanding obligations to the **Bank** within 15 (fifteen) **Banking Days** after the entry into force of the amended terms (including and not only to repay the principal amount of the **Credit Limit** and/or **Credit Card Related Charges, Penalties, damages** (and/or other expenses).

25.16. Upon entry into force of the decision on the change of payments related to the **Credit Card**, the **Client** has the right to request a new adjusted **Schedule** (if any) from the **Bank**.

25.17. **Waiver of rights.** Failure to exercise the rights under these **Terms and Conditions** by the **Bank** shall not be construed as waiver of such rights or/and subsequent use thereof. However, non-exercise of such right(s) by the **Bank** shall not constitute grounds for waiver of the right to claim arising out of a future breach of the **Agreement** and/or **Legislation**.

25.18. All remaining matters not provided for in these **Terms and Conditions** shall be **regulated** in compliance with **Universal Account Service Terms and Conditions**.

25.19. **Rules for submitting the complaints to the Bank.** The **Client** may inform the **Bank** about any complaint with regard to the banking service provided within 30 calendar days orally or in writing through the **Bank** branches or/and service centers or/and electronically via the **Bank's** corporate website ([www.libertybank.ge](http://www.libertybank.ge)) or/and the e-mail ([ConsumerProtection@lb.ge](mailto:ConsumerProtection@lb.ge)) according to the procedures applicable in the **Bank**.

## 25. Final Provisions

25.1. Any payment shall be deemed to be a duly performed if the amounts payable are paid within the timeframe specified under the **Agreement**. If such payment date is a non-banking day, the payment shall be made on the following **Banking Day**.

25.2. The terms and conditions of the **Agreement** shall fully apply to the **Parties**, their employees, representatives, legal successors and assignees.

25.3. The **Agreement** shall be regulated and interpreted in accordance with the **Legislation**. In the cases that are not set forth in the **Agreement**, the **Parties** shall apply the regulatory norms established by the **Legislation** regulating the relevant relations and/or additionally agreed terms and conditions. At the same time, the **Parties** agree that the **Bank's** legal address shall be considered as a place of execution of the **Agreement**.

25.4. The **Schedule** will be made in material or electronic form. When the **Schedule** is made in material form, it will be made in at least two copies, one of which shall remain with the **Bank** and the other shall be given to the **Client**. In case of a existence of several **Schedules**, the legal priority shall be given to the terms and conditions of a recently dated

25.20. The maximum term for considering the complaint by the **Bank** and providing the relevant reply thereto shall be 1 (one) month.

25.21. The **Client** may get acquainted with the procedure of considering the complaints by the **Bank** through the following website: [www.libertybank.ge](http://www.libertybank.ge).

25.22. **Termination of the Agreement.** The **Client** shall have the right to terminate this Agreement at any time if it fully repays the **Credit Limit** principal amount, **Fees, Interest, Penalties** charged thereon and any related charges. The **Agreement** shall be deemed terminated only after the **Client** fully covers the indebtedness and returns to the **Bank** the **Credit Card** and all additional cards (if any).

25.23. The **Bank** may, without notification, unilaterally terminate this Agreement. Unilateral termination of this Agreement by the **Bank** shall not release the **Client** from its responsibility to fulfill all obligations assumed by these **Terms and Conditions**, including and not limited to the repayment of the **Credit Limit** principal amount, **Interest, Penalties** and **Fees** charged.

25.24. In case of unilateral termination of this Agreement by the **Bank**, the **Client** shall pay the total indebtedness accrued within the time frames established by the **Bank**.

25.25. The **Bank** may, without a prior agreement with the **Client**, if it deems appropriate, unilaterally terminate or suspend the **Credit Card** validity or/and shall not authorize to the **Credit Card** operations made by the **Client** for which the **Bank** shall take no responsibility. Exercising this right by the **Bank** shall not result in termination of this **Agreement** and shall not release the **Client** from performance of the obligations assumed by the **Agreement**.

25.26. The **Agreement** is drawn up in the Georgian language, the **Terms and Conditions** of which are placed on the **Bank's** website: [www.libertybank.ge](http://www.libertybank.ge). Upon the **Bank's** decision, the **Agreement** may be concluded in another language as well. In this case, the copy of the **Agreement** and its **Terms and Conditions** drawn up in the Georgian language shall be given priority to the copies of the **Agreement** and its **Terms and Conditions** drawn up in the other language.

25.27. The **Borrower** is obliged to sign the **Agreement** on each page of all copies. At the same time, the **Borrower's** failure to fulfill this obligation shall not be the basis for making the **Agreement** or any part thereof suspicious or disputed.

## Annex #1 – Tariffs –to the Credit Card Terms and Conditions

<b>Basic card</b>			
Credit Card:	Visa Classic no name card / Visa Classic name card MC Standard no name card / MC Standard name card		
validity term of the Card:	4 (four) years		
Fee for issuing a basic card:	free of charge		
Account currency:	GEL		
Monthly service commission fee:	free of charge		
Commission fee for restoring the lost/damaged card:	20.00 GEL		
<b>Credit limit terms and conditions:</b>			
Credit limit volume:	min. 500 – max. 30 000 GEL (with the increment of 100 GEL)		
Monthly amounts payable in case of annuity schedule payment condition:	in accordance with the schedule (repayment period of the obligation is 36 (thirty-six months))		
In the case of the condition of Minimum Payment Amount condition, the Monthly Fixed Fee depending on the amount of the Credit Limit:			
limit	fixed amount	limit	fixed amount
500 - 600	25	14200 - 14400	250
700 - 800	30	14500 - 14700	255
900	35	14800 - 15000	260
1000	40	15100 - 15300	265
1100	35	15400 - 15600	270
1200 - 1300	40	15700 - 15800	275
1400 - 1500	45	15900 - 16100	280
1600 - 1700	50	16200 - 16400	285
1800 - 1900	55	16500 - 16700	290
2000	60	16800 - 17000	295
2100 - 2200	50	17100 - 17300	300
2300 - 2400	55	17400 - 17600	305
2500 - 2600	60	17700 - 17900	310
2700 - 2900	65	18000 - 18200	315
3000 - 3100	70	18300 - 18500	320
3200 - 3400	75	18600 - 18800	325
3500 - 3600	80	18900 - 19100	330
3700 - 3900	85	19200 - 19400	335

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4000 - 4100	90	19500 - 19700	340
4200 - 4400	95	19800 - 20000	345
4500 - 4600	100	20100 - 20300	350
4700 - 4900	105	20400 - 20600	355
5000	110	20700 - 20800	360
5100 - 5200	95	20900 - 21100	365
5300 - 5500	100	21200 - 21400	370
5600 - 5800	105	21500 - 21700	375
5900 - 6100	110	21800 - 22000	380
6200 - 6400	115	22100 - 22300	385
6500 - 6700	120	22400 - 22600	390
6800 - 7000	125	22700 - 22900	395
7100 - 7300	130	23000 - 23200	400
7400 - 7600	135	23300 - 23500	405
7700 - 7900	140	23600 - 23800	410
8000 - 8200	145	23900 - 24100	415
8300 - 8500	150	24200 - 24400	420
8600 - 8800	155	24500 - 24700	425
8900 - 9100	160	24800 - 25000	430
9200 - 9400	165	25100 - 25300	435
9500 - 9700	170	25400 - 25600	440
9800 - 10000	175	25700 - 25900	445
10100 - 10300	180	26000 - 26100	450
10400 - 10500	185	26200 - 26400	455
10600 - 10800	190	26500 - 26700	460
10900 - 11100	195	26800 - 27000	465
11200 - 11400	200	27100 - 27300	470
11500 - 11700	205	27400 - 27600	475
11800 - 12000	210	27700 - 27900	480
12100 - 12300	215	28000 - 28200	485
12400 - 12600	220	28300 - 28500	490
12700 - 12900	225	28600 - 28800	495
13000 - 13200	230	28900 - 29100	500
13300 - 13500	235	29200 - 29400	505
13600 - 13800	240	29500 - 29700	510
13900 - 14100	245	29800 - 30000	515
Credit limit approval fee:		free of charge	
Annual interest rate:	<b>In case of minimum monthly amount payment:</b>		
	Credit limit volume:	Annual interest rate:	
	500 – 1 000	36%	
	1 000.01 - 2 000	30%	
2 000.01 – 5 000	24%		



	> 5 000	20%
<b>In the case of an annuity schedule payment condition:</b>		
Credit limit volume:	Annual interest rate	
500 – 1 000	26%	
1 000.01 -2 000	22%	
2 000.01 – 5 000	20%	
> 5 000	18%	
<b>Card cash withdrawal commission:</b>		
At ATMs of Liberty Bank:	<ul style="list-style-type: none"> <li>• 3.00% minimum. 3.00 Gel</li> <li>• In case of a new card - 3.9. %, minimum 5 (five) lari</li> <li>• In case of new teacher's card - - 3.9. %, minimum 2 (two) lari</li> </ul>	
At Liberty Bank service centers:	<ul style="list-style-type: none"> <li>• 3.00% minimum 3.00 Gel</li> <li>• In case of a new card - 3.9 % minimum 6.00 Gel</li> <li>• In case of new teacher's card -3.9 % minimum 6.00 Gel</li> </ul>	
At ATMs of other banks:	<ul style="list-style-type: none"> <li>• 3.00% minimum 3.00 Gel</li> <li>• In case of a new card - 3.9 % minimum 6.00 Gel</li> <li>• In case of new teacher's card -3.9 % minimum 6.00 Gel</li> </ul>	
At service centers of other banks:	<ul style="list-style-type: none"> <li>• 3.00% minimum 3.00 Gel</li> <li>• In case of a new card - 3.9 % minimum 6.00 Gel</li> <li>• In case of new teacher's card -3.9 % minimum 6.00 Gel</li> </ul>	
<b>Use of the card in the points of sale:</b>		
in Georgia:	Free, except the transactions equal to the amount withdrawal	
abroad:	Free, except the transactions equal to the withdrawal the amount	
The transaction equal to the amount withdrawal from the Card <sup>3</sup> :	<ul style="list-style-type: none"> <li>• 3.00% minimum 3.00 Gel</li> <li>• In case of a new card - 3.9 % minimum 6.00 Gel</li> <li>• In case of new teacher's card -3.9 % minimum 6.00 Gel</li> </ul>	
<b>Transfers</b>		
Money transfer within Liberty Bank in national currency (including between own accounts):	<ul style="list-style-type: none"> <li>• 3.00% minimum 3.00 Gel</li> <li>• In case of a new card - 3.9 % minimum 6.00 Gel</li> <li>• In case of new teacher's card -3.9 % minimum 6.00 Gel</li> </ul>	

<sup>3</sup> **Transaction Equal to the Amount Withdrawal from the Card** - purchase of the goods or/and the service by use of the bank card account which may be transformed into the money resource at the next stage. This type of transactions also includes transactions carried out in merchants with code MCC-7995 (trader object classifier of international payment systems Visa, MasterCard, etc.), betting in the casino or the totalizer by use of the card, money transfers, transfer from one Bank Card to another card by using **Visa Direct/MasterCard MoneySend** service, refill of e-wallet, purchase of travelers cheque(s) and other operations. **Transaction Equal to the Amount Withdrawal from the Card** may be carried out by use of the bank card in ordinary way (shop, casino, bank and other institution) as well as remotely through the internet, phone or/and other channel which does not require the physical presence of the customer on the site of the suppliers of goods/services.

Money transfer outside of Liberty Bank in national currency:	<ul style="list-style-type: none"> <li>• 3.00% minimum 3.00 Gel</li> <li>• In case of a new card - 3.9 % minimum 6.00 Gel</li> <li>• In case of new teacher's card -3.9 % minimum 6.00 Gel</li> </ul>
Money transfer to the internet/mobile bank through a personal number or mobile phone number within Liberty Bank in national currency:	By <b>Credit Card</b> types are as follows: <ul style="list-style-type: none"> <li>• In case of a new card - 3.9 % minimum 6.00 Gel</li> <li>• In case of new teacher's card -3.9 % minimum 6.00 Gel</li> <li>• In case of a new - 3.00% of the transfer amount, minimum 3.00 Gel;</li> <li>• „Magic Card“ credit card - 3.00% of the transfer amount, minimum 4.00 Gel;</li> <li>• teacher's credit card - 2.00% of the transfer amount, minimum 2.00 Gel</li> <li>• „Instanta Card“ - 3.00% of the transfer amount, minimum 4.00 Gel;</li> </ul>
<b>Credit card operation limits:</b>	
Transaction limit when transferring money to Internet/Mobile Bank through personal number or mobile phone number:	3000 GEL
24-hour limit when transferring money using Internet/Mobile Bank via personal number or mobile phone number:	<ul style="list-style-type: none"> <li>• Maximum allowed number of transaction – 10 transaction;</li> <li>• Maximum allowed amount of transaction -5000 GEL;</li> </ul>
Cash withdrawal operations from ATM:	2,000 GEL
Cash withdrawal operations in the service centers:	15,000 GEL
Daily limit in total:	615,000 GEL
Payment operations and the transaction equal to withdrawal the amount: <sup>8</sup>	5,000 GEL
<b>Card withdrawal limits:</b>	
Withdrawal limit in Liberty Bank branches:	Free
24-hour ATM withdrawal limit:	3,000 GEL
24-hour withdrawal limit at the bank's POS terminal:	5,000 GEL
24-hour limit for payments at trade/service facilities <sup>4</sup> :	10,000 GEL
Weekly limit at the ATM	15,000 GEL
<b>Balance check in ATMs</b>	
ATMs located in Georgia:	Free

<sup>4</sup> Includes purchase, payment, advance payment, refund and other card transfer/deposit type cashless operations limit.

in other ATMs:	1.00 GEL
<b>Fine Sanctions</b>	
Fixed Penalty on overdue payment:	not determined;
Interest on overdue payment :	0.27% of the credit limit utilized by the Client per each day of delay
Credit card default penalty (one-time):	not determined;
The penalty for overspending the Credit Limit:	Annual 48.00% of the overspent amount of the credit limit by the Client calculated per each calendar day of overspending
<b>Other conditions</b>	
Inserting the card into the local STOP list:	Free
Inserting the card into the international STOP list:	80.00 GEL
Fast printing of the card:	card value + 5.00 GEL
Change of PIN by use of ATM:	Free
PIN recovery:	2.00 GEL
3D Security Service:	Free
<b>Credit card usage restrictions</b>	
By credit card, transactions on the following MCC codes are not permitted without additional customer approval <sup>5</sup>	(a) 7995 - gambling; (b) 5967 - direct marketing, +18 services;
<p>Tariffs provided under the terms of the <b>Universal Account Service Terms and Conditions</b> for the relevant type (Visa Classic, Visa Gold, Visa Platinum, MC Standard, MC Gold and etc.) of the <b>Bank Card</b> are applied to the operations performed by the <b>Client</b> with the his/her own funds placed on the <b>Credit Card</b> (which does not include the amounts used from the <b>Credit Limit</b>), but if the <b>Client</b> chooses the Bank's tariff package, the tariffs determined by the relevant tariff package for the <b>Bank Card</b> shall apply. If the tariff for a specific type of banking operation is not determined by the relevant tariff package, for such banking operation the tariff provided under the terms of the <b>Universal Account Service Terms and Conditions</b> for the relevant <b>Bank Card</b> type shall apply.</p>	

<sup>5</sup> The restriction will automatically apply to **Credit Cards** issued from June 1, 2021. The **Clients** who use a Credit 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.