E-commerce service
Basic Terms and conditions

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E-commerce service basic terms and conditions

1. Preamble

1.1 These Terms and Conditions set out the **Basic Terms** of **E-commerce service** (hereinafter „**Basic Terms**"), which defines the description of **E-commerce Service** and the rights and obligations of the **Parties** with regard to such **Services**.

1.2 The entire relationship between the **Bank** and the **Merchant** is governed by the agreement ("**Agreemet**") which consists of:

1.2.1 **E-commerce Application;**

1.2.2 **E-commerce service agreement** signed by the **parties** (if any);

1.2.3 **Tariffs** set by the **Bank** (if any), which is an **annex** to the **E-commerce service agreement/Application;**

1.2.4 This **Basic Terms and Conditions** and its **annex**(es);

1.2.5 Any and all additional **annex**(es) and/or application(s) which pertain to the existing and/or future services offered by the **Bank** to **Merchant** and which is necessary for the **Merchant** to use banking services provided for in any additional or this **Agreement;**

1.2.6 **Bank's** Data Protection Poilcy which is available on the **Bank's** official website - www.libertybank.ge

1.3 By consenting to the **Agreement**, the **Merchant** hereby agrees to the Google Pay and Wallet APIs Acceptable Use Policy and Google Pay API Terms of Service (as amended from time to time) established by **Google**, which will apply to the **Merchant** when performing transactions through **Google Pay** and will be considered an integral part of the **Agreement**.

1.4 In order to receive the **Services** set out in these **Agreement**, the **Merchant** shall:

1.4.1 Read these **Terms and Condiotions** for the use of all kinds of services;

1.4.2 Sign the **E-commerce service agreement** and/or the relevant **Application** and confirm and guarantee that (a) the infromation provided is complete and accurate; (b) **Merchant** has carefully read and examined present **Terms and Conditions** prior to signing the **E-commerce service agreement/Applicaton**;

1.4.3 Present to the **Bank** all the necessary documents and/or information specified by the **Law** and/or the **Bank** for identification purposes.

1.5 The **Bank** may refuse to provide any of the **Service(s)** to the **Merchant** if the **Merchant** fails or delays to duly complete, sign/consent or submit any of the documents requested by the **Bank** in accordance with the rules established by the **Bank**.

1.6 The **Bank** will start providing banking service after the **Merchant** signs the **E-commerce service agreement/Application** and submits the documentations required by the **Bank** and the Bank reviews and approves the **Application**. Furthermore, the **Bank** may, at its sole discretion, decline the **Merchant's Application** or terminate any part of the **Service(s)** without providing any reason(s) for refusal and/or termination.

1.7 The **Bank** is entitled to verify the information provided by the **Merchant** or the information related to the **Merchant** obtained in any other way, upon which the **Merchant** declares unequivocal and unconditional consent.

1.8 The **Bank** may, at any time, at its sole discretion, amend these **Terms and Conditions** and/or other parts of the **Agreement**, terms and/or **Tariffs** in order for them (the terms) to comply with the new rules established by the **Bank**, amended market conditions, banking practicies and/or regulatory legislation.

1.9 When considering the **Application** submitted by the **Merchant**, the **Bank** is authorized to review the limits and **Tariffs** requested by the **Merchant** and to change them at its own discretion before providing the service. The **Bank** shall notify the **Merchant** of the changed **Tariffs** or limits before the provision of the service, at the contact e-mail address specified by the **Merchant** in the **Application**.

1.10 The **Merchant** shall be notified of the renewal / amendment(s) of these **Basic Terms** in accordance with the rules established by the **Bank**, if it implements additional Terms/Services **Merchant** can receive these services after completing the necessary **Application** form(s) and/or after delivery the relevant **Annex**(es) to the **Merchant** and/or in accordance with the rules established by the **Bank** including, without any restrictions, based on the **Merchant's** electronic consent. In case the **Bank** does not provide the relevant attachment to the **Merchant** or the **Merchant** is not aware of the updated terms, but implements / continues to use a new or updated product / service, it means that the **Merchant** agrees with the relevant terms of service in the **Bank** at that time.

2. Definitions

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** - giving the permission by the **Issuer** to carry out a **Transaction** for the payment of the **Transaction** amount through a **Banking Card**, which is intended to obtain confirmation of operation by the **Issuer**. **Authorization** in no case constitutes confirmation that the **Person** representing the **Card** is the authorized holder of the card. **Authorization** also does not constitute proof that the **Transaction** will in all cases be considered genuine and in no case will it become disputed;

2.1.2. **Statement** – Information on **Transactions** and balances performed on the **Merchant's** account specified in the form established in the **Bank**;

2.1.3. **Authorized request** – a request sent by the **Merchant** to the **Bank** in electronic form, which is established through the **Merchant's website** and contains the necessary information for the **Issuer** to carry out the **Authorization** procedure;

2.1.4. **Gambling** - games whose outcome fully or partially depends on a chance event. Such games are played by means of cards, dice, roulette wheels (roulette), gaming machines and/or other gaming equipment, and the participation in such games ensures an opportunity to win;

2.1.5. **Gambling provider** - A **Merchant** who has the right to arrange **Gambling** and other winning games on the basis of the relevant permit;

2.1.6. **Non-working day** - Saturday, Sunday, and also any day that, by **law**, is or is declared a **non-working** (holiday) **day;**

2.1.7. **Unauthorized Operation / Unauthorized Transaction** - Any performed **Transaction** with the card without the consent of the **Cardholder;**

2.1.8. **Bank** - JSC "Liberty Bank" (Identification Code: 203828304), which is a party to this **Agreement;**

2.1.9. **Void operation / void transaction** – **Transactions** made by **Customer** that are considered void by **International Payment Systems** and/or a party to the relevant payment/clearing system;

2.1.10. **Cardholder** – **Person**, who is authorized to use a **Banking Card** on the basis of a relevant agreement with the **Issuer;**

2.1.11. **Application** - A paper-based or electronic information made by the **Bank** as a result of using tangible document, electronic, optical or similar means, and submitted to the **Merchant** which is subject to further consent by the **Merchant** (the consent may be expressed by other actions) which confirms the **Merchant's** will and therefore, shall have the same legal power as if the consent was made by using a tangible document. The **Application** is attached to the **Agreement** and forms an integral part thereof. Service **Tariffs/**limits and/or other important information may be regulated by the **Application**. Submitting an **Application** to the **Bank** and the **Bank's** confirmation of the **Application**/providing the service shall be deemed to constitute the conclusion of this **Agreement** between the **Parties;**

2.1.12. **Deal** – **Deal** between the **Merchant** and the **Customer** on the purchase of **Goods / Services**, on which payments are made within the services provided by these basic **Terms and Conditions;**

2.1.13. **Deal amount** - Amount that must be paid in accordance with the concluded **Transactions** and this **Terms and Conditions** to cover the value of the **Goods / Services** purchased by the **Customer** to the **Merchant;**

2.1.14. **Reversal** – Operation of returning funds to the **Customer** when the **Merchant** is unable to fulfill his/her order or the **Transaction** was performed by the **Merchant** by mistake.

2.1.15. **Refund** – Refund operation initiated by the **Merchant** in case of return of **Goods** and/or refusal of service by the **Customer**, as well as for the return of a performed operation as a result of a technical defect;

2.1.16. **Dispute** – (i) the initiation of the **Refund** operation, by the **Issuer**, of the funds debited from the **Cardholder's** account as a result of payment of the **Transaction**, at the request of the account owner/card holder to its respective account and/or (ii) the initiation of the **Refund** operation, by the **Bank**, of the funds debited from the **Merchants** account, as a result of the payment of the **Transaction**(s), at the request of the **Merchant** to its respective account, based on the context of these **Terms and Conditions;**

2.1.17. **Order** - **Merchant's** order to the **Bank** to execute the payment **Transaction** provided by the **Merchant** to the **Bank** directly and / or through Remote Banking Services, in accordance with this **Agreement;**

2.1.18. **Annex** - any additional **annex**(es) signed by the **Parties** that specifies, amends and/or terminates the **Agreement** and/or its terms and conditions and is an integral part thereof;

2.1.19. **Day** - Contained 24 (twenty four) astronomical hours and 00 minutes and a calendar **day** calculated in Georgian time;

2.1.20. **E-mail** – Authorized **e-mail** address(es) of the **Parties**. Communication **e-mails** specified in the **Agreement** will be used as an authorized **e-mail** adresses. if the **Parties** did not specified the communication **e-mail** address by **Agreement**, then for the **Bank** - the **e-mail** address posted on the **Bank's website**, and for the **Merchant** - **the e-mail** address specified in the **Application**.

2.1.21. **E-commerce / Internet acquiring** – Provision of payment operations between the **Customer** and the **Merchant** by the **Bank** with **Banking Cards** and through the **Merchant's website**.

2.1.22. **E-commerce service agreement** – **E-commerce service agreement** signed by the **Parties**. Following **Terms and Conditions** are annex(es) to the **E-commerce Service Agreement**. If the **Parties** have not signed a **E-commerce service agreement**, the **Merchant's Application** to the **Bank** and the **Bank's** provision of the corresponding service implies the signing of the **Agreement** between the **Parties;**

2.1.23. **Register of electronic transactions** – a set of data on **Transactions** in electronic form, compiled using **Banking cards** of the payment system and the **website**. Documents of the **Register of electronic Transactions** are the basis for operations on accounts opened in financial organizations and settlements between the **Merchant** and the **Bank;**

2.1.24. **Issuer** - A financial organization that issues **Banking cards** and transfers them to the **Cardholder** under a relevant agreement;

2.1.25. **Token** - **International Payment System** service, which converts 16-digit PAN card data into a unique identifier - **Token** and payment operation is performed using this **Token** without the use of card data;

2.1.26. **Intellectual property rights** - Implies any (i) copyright, patent, know-how, domain name rights, trademark rights, trademarks, service marks and designs (whether or not they are registered), (ii) any application for registration of any of the foregoing Or the right to apply for registration and (iii) all other **Intellectual Property Rights** or any other equivalent or similar form of protection anywhere in the world;

2.1.27. **Incidental cycle** – The process of exchanging settlement-financial and other **Transactions** between the parties to the settlement in order to clarify the circumstances of the **Card Transaction**(s);

2.1.28. **Confidential information** - unless otherwise specified in the **Agreement**, any information / documentation received, processed, created and / or sent by one of the Parties about the other Party as a result of the signing and / or executing of the **Agreement** (including the information / documentation about the performed **transactions**, personal, equity, financial data of the Party, owner / manager / related person (s) of the Party, **transaction** (s) with a **Third Party**, movable and / or immovable object (s) held in possession, business process / procedures, marketing strategy, project (s) and / or other data) and / or other important information / documentation;

2.1.29. **Merchant** – Any **Person** (including **Trade/Service Facility** and/or **Trading Platform Organizer**) who uses **E-commerce** in accordance with this **Agreement;**

2.1.30. **Website** – a software-hardware complex that ensures the presentation of data about goods/services on the Internet and the conclusion of **Transactions**;

2.1.31. **Law** - the integrity of applicable legislative and regulatory normative acts of Georgia as well as the international agreements and covenants of Georgia incorporated in the system of normative acts of Georgia;

2.1.32. **Local card** - A local payment system card issued by a **Bank**, partner banks and / or partner payment service providers, which is a means of payment for the performance of **Contractual Transactions**;

2.1.33. **Third Party(ies)** - Any **Person** who is not a party to the **Agreement**;

2.1.34. **Mobile phone or telephone** – a **Telephone** connected to a cellular network;

2.1.35. **Customer, or Client** – any **Person**, who uses **E-commerce** to pay for goods/services purchased/purchased from a **Trade/Service Facility**;

2.1.36. **Party or Parties** - The **Bank** and/or the **Merchant** (as the case may be) independently or jointly;

2.1.37. **Reserve/deposit -** The amount(s) set by the **Bank** (which may be expressed as a percentage, as well as an absolute number) to secure a claim (s) against a **Merchant,** the **Merchant** will be restricted to use **Deposit** amount for a limited period of time and the amount of **Deposit** is determined by the **Tariffs**. The amount of the **Deposit** and the term of limitation of use may be changed at any time by the sole decision of the **Bank**;

2.1.38. **Recurring payments** – Payments made from the **Client's Card Account** in accordance with the **Merchant's** request/permanent **Payment Order**, with the periodicity requested by the **Merchant** and for a specified period (no more than 1 year), based on the prior consent and one-time provided **Card** data given by the **Client** to the **Merchant;**

2.1.39. **Person(s) –** Natural person(s), legal person(s) (including legal entities under public **law**), non-entrepreneurial (non-commercial) legal person(s) and/or other organizational/non-registered formation(s) created on the basis of legislation;

2.1.40. **Banking Card or Card** – international/worldwide **Banking Card** or **Token** issued by the **Bank**, which is a means of settlement for the implementation of the operations stipulated in the **Agreement**;

2.1.41. **Banking day- Day** (except Saturday or Sunday), which is considered a **Working Day** for commercial banks operating in Georgia under the **Law**;

2.1.42. **Card account** - Personal bank account of the user opened by the **Issuer**, which reflects the **Transactions** performed with debit and credit **Cards;**

2.1.43. **Payment order** - An instruction ftom **Merchant** or costumer to the **Bank** which is the basis for **Transactions** on the relevant accounts of the settlement participants

2.1.44. **Disputed operation / disputed transaction -** The **Transaction**, which is appealed according to the procedure defined by the agreement between the **Issuer** and the **Cardholder**, in particular, the **Issuer** appeals the **Transaction** in accordance with the rules of the **International Payment System** and demands a full or partial amount of the **Transaction** from the acquirer bank. In case of a local operation, the procedure for conducting a **Disputed Transaction** shall be determined by the current legislation of Georgia and / or by mutual agreement between the **Issuer** and the acquirer bank.

2.1.45. **Disputed transaction document** - Supporting document or information for the disputed process established by the regulations of the **International Payment System** (such as **Trade Receipt**, **Customer** data, additional description of the **Transaction**, **Merchant** invoice / account, record of any document, **Merchant** letter, etc.);

2.1.46. **International Card** - **International Payment System Card** and / or any other type of **Banking Card** issued by the **Bank**, partner banks, and / or partner payment service providers and / or other international **Issuers**, which is a means of settlement for the implementation of the **Transactions** stipulated in the agreement.

2.1.47. **International payment system** - "Visa International", „Mastercard", "Union Pay International" and / or other alternative payment system, which provides a combination of common rules and standard procedures for **Authorization**, cash transfer operations and relevant settlement - clearing;

2.1.48. **Regulation of the International Payment System -** The necessary norms developed by the **International Payment System** and established for participation in the **International Payment System,** in which changes are made periodically based on the sole decision of the **International Payment System**;

2.1.49. **International transaction** - A **Transaction** performed with a **Banking Card**, whose **Issuer** is not a resident financial institution of Georgia;

2.1.50. **Suspicious operation / transaction** - **Authorization** or **Transaction** whose legality is reasonably in doubt as a result of the **Bank's** security policy and/or is being carried out by a **Person** on an international or local stop list for money laundering and/or an **Authorization** or **Transaction** contrary to international **law** on legalization of illicit income and/or the requirements and procedures established by the **Bank** and / or the **Merchant**. The **Transaction** may be considered suspicious in the monitoring system in accordance with the rules set by the **Bank** in cases such as unnatural activity, several attempts at a single card **Transaction**, etc.

2.1.51. **Trade/Service facility** – any **Person** who offers goods/services to **Customers**, for the payment of which is used **E-commerce** service specified in the **Agreement**;

2.1.52. **Trading platform** – one of the forms of **E-commerce**, when various **Trade/Service Facilities** sell their goods/services from one **website**;

2.1.53. **Trading platform organizer** – a commercial intermediary who manages the **trading platform**;

2.1.54. **Trade receipt or receipt -** a document confirming payment by **Card**, which is saved in the **Merchant's** system and is a proof of the purchase operation;

2.1.55. **Fee –** Amounts payable by the **Merchant** to the **Bank** for the services provided in accordance with the **Tariffs**;

2.1.56. **Working day -** Time period from 9:00 to 18:00 (Excluding **Non-Working days**);

2.1.57. **Processing system** - **Bank** payment system, which, in combination with general rules and standard procedures, ensures the processing of cash transfer operations or transfer **Orders** and the corresponding settlement - clearing;

2.1.58. **Reserve account** – **Merchants** account in the **Bank** on which the **Reserve** will be placed;

2.1.59. **Goods / Services** - **Goods / Services** of the **Trade/Service Facility** delivered by the **Merchant** based on or without a contract;

2.1.60. **Basic Terms** - **Basic Terms of E-commerce service**, which is an integral part of the Unified **Agreement** and is available on the **Bank's website**: www.libertybank.ge;

2.1.61. **Tariff (s)** - **Tariff** (s) specified by the **Bank** as defined by the **Agreement** and/or the relevant **Annex** to the **Agreement**;

2.1.62. **Transaction** – A set of **Authorization** and further settlement **Transactions**, which provides for the purchase of goods/services on the **website** using **Bank Card**, in accordance with the context of the present **Terms and Conditions**;

2.1.63. **Archive of transactions** – The electronic database of the **Bank's Processing System**, which records all **Transactions** registered in the **Register of electronic Transactions**, **Refund** and **Reversal** operations performed by the **Bank** at the request of the **Merchant**, **Disputed Transaction** amounts declared in **International Payment System Incidental Cycles**, as well as the International Cash Register system. The provision of information on **Transactions** made by the **Bank** to the **Merchant** from the **Transaction Archive** to the **Merchant** prior to one year is subject to the **Tariffs** specified in the **Annex**;

2.1.64. **Rejected operations** – Operations made by the **Customers** that have not been authorized by any of the participating **parties**;

2.1.65. **Discount -** The amount of benefits provided to the **Customer** by the **Merchant**, which is determined within the framework of the **Bank's** loyalty program, according to the additional **agreement**;

2.1.66. **Agreement/Contract** - (a) E-commerce **Applicaton** (b) the E-commerce service **Agreement** (if any) and its **Annex**(es) signed by the **Parties** (c) these **Basic Terms** and its **Annex**(es), as well as (d) any additional application (s), **Annex** (es) that has been / will be entered into in connection with this **Agreement** and form an integral part thereof. An **Agreement** between the **Parties** may be concluded without signing an e-commerce service agreement, by the **Merchant** submitting an **Application** to the **Bank**;

2.1.67. **Cashback -** The amount to be paid by the **Merchant** to the **Bank**, which is determined within the framework of the **Bank's** loyalty program, according to the additional agreement/contract;

2.1.68. **Google** – Google Ireland Limited, the company registered in England and whose address is: Gordon House, Barrow Street, Dublin 4, Ireland;

2.1.69. **Google Pay** - a mobile/digital payment system/service created by **Google** that allows **Customers** to make payments using device(s) running on the Android operating system;

2.1.70. **PCI DSS (Payment Card Industry Data Security Standard)** or **PA DSS (Payment Application Data Security Standard)** or **Pin Security -** **Card** security standards, which contain requirements for the secure storage, transmission, and / or disposal of **Card** data, and are intended to assist organizations in the process of protecting consumer data;

2.1.71. The terms and conditions contained in this **Agreement** are derived from the rules of the **International Payment System** (Visa International, Mastercard and UnionPay International). Any matter not governed by this **Agreement** shall be interpreted in accordance with said rules.

2.2. The words "including", "for example" or "such as" do not limit the meaning of the words preceding them.

2.3. The word "legislation", depending on the context, includes the Constitution of Georgia, **laws** issued by the Parliament or other legislative bodies (including **laws** issued by common-state, territorial and supranational governments, as well as laws issued by other states whose competence may extend to Parties of this **Agreement** and **Merchant** facilities) and by-**laws**, including amendments to them.

2.4. The word "Person" means any natural **person** and/or any type of entrepreneurial and non-entrepreneurial legal entities and legal entities under public **law** created on the basis of the legislation of Georgia.

2.5. Terms and/or words used in the **Agreement** in singular shall be understood in the plural (and vice versa), unless otherwise provided by the context of the relevant condition of the **Agreement**.

2.6. Where "termination" of this **Agreement** is indicated, this word also includes the meaning of the expiration of the **Agreement**.

3. Representations and Warranties

3.1. By signing the **Agreement** and using the Services as set out herein the **Merchant** represents and warrants that:

3.1.1. Has the full authority (or will receive the appropriate authority) to sign the contract and fulfill the obligations under this **Agreement**;

3.1.2. The information submitted to the **Bank** by the **Merchant** in the **Application**, or in any other form is true, accurate and complete in all respects and the **Merchant** is fully responsible for the information contained in it.

3.1.3. Performing any action(s) under the current **Agreement** shall not violate any provision of other agreement(s) or commitment(s), if any, undertaken by the **Merchant**, nor any statute, regulation, rule, injunction, judgment, order, decree, ruling, or other restriction of any state, state agency or other regulatory body, or any court or arbitrary body, to which the **Merchant** is subject, or conflict with, result in breach of, constitute a default under any agreement, contract, license, instrument or other arrangement to which the **Merchant** is a party;

3.1.4. The **Merchant** is not involved, directly or indirectly, in any illegal activity (including, without limitation, money laundering, weapons trade, drug trafficking, and terrorism) under the laws of any jurisdiction.

3.1.5. The **Merchant** has obtained and will retain all licenses and permits required for the performance of any and all obligations under this **Agreement** throughout the term of this **Agreement**;

3.1.6. Any and all services offered by **Merchant** to **Customers** fully comply with the requirements of applicable law in any jurisdiction that applies to the **Merchant**, the **Bank** and / or their related **persons** and / or the product and service provided or supplied by the **Merchant**.

3.1.7. The **Merchant** has and will maintain the relevant equipment, hardware or other means (including staff training, internal control mechanisms and other technical equipment) throughout the term of this **Agreement** in order to be in full compliance with the terms of security and confidentiality of the information under this **Agreement**;

3.2. Is fully aware of, will protect and will be in accordance with the **Law** and international regulations of facilitating the prevention of money laundering and the financing of terrorism.

3.3. The **Merchant** understands that the services specified in this **Agreement** are provided within the regulations of the **International Payment System** and, accordingly, at the request of the **Bank**, the **Merchant** is obliged to comply with the regulations of the **International Payment System.**

3.4. These representations are valid both during the whole term of this **Agreement** and after its termination;

3.5. The **Merchant** shall disclose to the **Bank** in writing any matter which may arise or become known to him/her/it after the effective date of this **Agreement**, which is or could be a breach of or inconsistent with or may render inaccurate or misleading any of the Representations and Warranties as stipulated in this **Agreement**;

3.6. In the event of breach of any of the Representations and Warranties (and without restricting the rights or ability of the **Bank** to claim damages on any basis available to it in respect of such breach) and the **Merchant's** failure to remedy such breach within 10 (ten) business **days** of receipt of notification of the breach by the **Bank**, the **Merchant** hereby agrees to indemnify the **Bank** and hold it harmless against any losses (including, without limitation, consequential losses), claims, expenses, costs (including without limitation, the costs incurred by the **Bank** in taking any action to enforce its rights hereunder), court proceedings and any other liability that may arise as a result of such breach.

3.7. The **Merchant** confirms that the **Merchant** /its employee(s) are informed that for the purpose of enhancing the service, as well as for the security reasons and in order to protect **Bank's** other legitimate interests, phone calls made to/from the **Bank's** contact number(s) are being recorded and stored by the **Bank** for the period of time consistent

with the **Bank's** purposes and interests, regulatory/supervisory authority request and/or legislation. This notice serves and is intended to inform the **Merchant** /its employees and the **Merchant** confirms that the **Bank** is not obliged to give an additional warning to the **Merchant** /its employee in each case of audio recording.

4. E-commerce Terms of Service

4.1. Local and **International Card** service refers to the service of (a)VISA, MasterCard, UnionPay, (b)**Local Cards** issued by the **Bank** or (c)other cards subsequently permitted by the **Bank** through **E-commerce** and settlement between the **Bank** and the **Merchant** for **Transaction** performed by the **Clients**.

4.2. Under the **Agreement** the **Merchant** shall ensure to:

4.2.1. When **Customer** performs a **Transaction** or attempts to do so, fully identify the **Customer** in compliance with the necessary rules established by the **International Payment System** for identifying the **Customer**.

4.2.2. Obtaining consent from the **Customer**, in case of submitting a permanent **Payment Order** to the **Bank** with the request of **Recurring Payments**;

4.2.3. Have the ability to send an **Authorized Request** to the **Bank** and receive information about the **Transaction** confirmation by the **Bank** through the technical means of data exchange.

4.2.4. Grant uninterrupted access to the **Bank** and/or its authorized representatives to all the internet and/or other informational resources that the **Merchant** uses to provide the goods/services.

4.2.5. Process the **Transaction** within 7 (seven) calendar **days**.

4.2.6. Keep the electronic document confirming the **Operations** performed by the **Customer** in compliance with the term for storing information established by the legislation of Georgia for banking institutions, but in no case less than 13 (thirteen)) months, provided that the **Merchant** shall ensure the delivery of the said documents within 5 (five) **Working Days** at the request of the **Bank**.

4.3. Under the **Agreement** the **Bank** shall ensure to:

4.3.1. Authorize the cards on a continues basis in case the rules defined by the present **Agreement,** as well as regulations on using and servicing cards established by **International Payment Systems** and the **Law** are followed.

4.3.2. To make **Recurring Payments** at the **Merchant's** request, unless otherwise stipulated by the **Agreement**;

4.3.3. Provide payments for **Transactions** performed using **E-commerce** and **Cards** at intervals specified in the **Tariffs**. While making a payment, the **Bank** will deduct commission **Fee** and/or any other payables arising out of the present **Agreement** and transfer the amount to the **Merchant's** account specified in the **Agreement**. In case the **Parties** have an agreement on **Cashback** or **Discount,** the **Bank** is authorized to withhold the corresponding amount from the **Merchant's** account at the moment of payment or deduct the amount from the **Merchant's** account. In case the **Merchant** does not have an account in the **Bank**, the **Bank** is entitled to suspend settlement with the **Merchant** until opening of the account and renew the process only after the account is opened.

4.4. Under the **Agreement** the **Merchant** is entitled to:

4.4.1. Receive from the **Bank** additional consultations and explanations on conducting **Bank Card Transactions**, at no charge.

4.4.2. Receive the information about **Merchant's Transaction(s)** for the last 1 (one) year from the **Bank's Transaction** archieve free of charge upon the **Merchant's** request and on the details specified in the **Agreement**.

4.4.3. Apply to the **Bank** for performing **Reversal** and **Refund Operations** for which it (the **Merchant**) must provide the **Bank** with any information and documents necessary for the **Transaction**; **Reversal** and **Refund Operation(s)** must be carried out in accordance with the relevant rule/form specified by the **Bank**. In addition, the **Merchant** is entitled to request a **Refund Operation** to the **Bank** via **e-mail**.

4.4.4. Request an appeal against the **Dispute** in accordance with the rules established by the **Bank** and on the basis of the submission of relevant documents, if the **Dispute** is subject to appeal in accordance with the regulations of the **International Payment Systems** and reimburse the **Bank** for all costs related to the procedure.

4.4.5. Receive **Transaction** amount according to the rules established by the present **Agreement.**

4.5. Under the **Agreement** the **Bank** is entitled to:

4.5.1. Periodically, at its discretion, check the compliance of the **Merchant** with the rules of operating and safety and obligations under the present **Agreement**. For that purpose, the **Merchant's** responsibilities include but is not limited with the obligation to: (a) allow the access of the **Bank** representative to its place of business; (b) provide the **Bank** with the information/documentation requested by the latter; (c) provide the **Bank** with a written explanation in relation to the **Customer's** claim;

4.5.2. To monitor the measures taken by the **Merchant** to detect illegal/illegal/fraudulent operations, as well as violations of the rules and requirements of **International Payment Systems**, and if necessary, issue instructions/recommendations, which are mandatory for the merchant.

4.5.3. Deduct the following amounts from the **Transaction** amounts to be transferred to the **Merchant** and/or from any of the **Merchant's** accounts:

4.5.3.1. Amounts of **Reversal** and **Refund** made by the **Merchant**, as well as **Void Transactions**;

4.5.3.2. Amounts deducted by the **Internetional Payment Systems** from the **Bank** as a result of the clarification of the circumstances of **Operations** in **Incidental Cycles**, as well as other losses and expenses incurred by the **Bank** in connection with the conduct of **Incidental cycles**;

4.5.3.3. Fines of the **International Payment Systems** in the amount defined by the relevant **Annex** to the **Agreement**;

4.5.3.4. Service **Fee** of the **Bank** in accordance with the **Tariffs**;

4.5.3.5. Fines;

4.5.3.6. Erroneously transferred funds;

4.5.3.7. Any other amount to be reimbursed to the **Bank** by the **Merchant** pursuant to this **Agreement**, including, without limitation, any penalty imposed on the **Bank** by the relevant authority for violation of the Georgian anti money laundering legislation by the **Merchant**;

4.5.4. Suspend the possibility of authorizing **Operations** for the period necessary for the investigation; In addition, request any additional information from the **Merchant** regarding any **Transactions** performed using **Bank Cards** if, based on electronic **Transaction** log data and information from **International Payment Systems**, it is revealed: (a) a sharp increase in the number of **Unauthorized Transactions** by costumers and/or (b) a situation where a total amount of **Dispute** cases related to the present **Agreement** is equal to or greater than 0.5% (in case of "MasterCard") or 1% (in case of "Visa")of the total amount of **Transactions** carried out using the company's **website** and **Banking Card**, made during the previous calendar month ;

4.5.5. Restrict or suspend the ability to authorize **Transactions** if: (a) the **Merchant** is involved in any **International Payment System** Fraud Prevention Program that includes, without limitation, a Global **Dispute** or Freud Monitoring Program; (b) for any reason, there is a threat that the **Bank** will be involved to any fraud prevention program of the **International Payment System** that includes, without limitation, a global **Dispute** or Freud monitoring program;

4.5.6. Suspend the possibility of authorizing **Transactions** in case the **Merchant** fails to fulfill obligations under this **Agreement**, in case in the previous month the **Merchant** exceeds the limits set forth for **Card** payments through **website** set by the **limits**, the **Bank** is entitled to suspend or limit the possibility of authorizing **Operations** in the current month;

4.5.7. Do not settle with the **Merchant** in case the **Transaction** is performed in violation of the rules given in these **Agreement**. Furthermore, in case of the above-mentioned violation, the **Bank** is entitled to deduct the amount transferred to the **Merchant** from its bank account, without the **Merchant's** consent and/or acceptance if the **Bank** has already made a payment;

4.5.8. Suspend and block the amount payable to the **Merchant** before the final settlement of the **Dispute** in case of violation of the terms of the **Agreement**, for the purposes of compensating the expected fine and/or loss of **Disputed Transactions**;

4.5.9. Do not make settlements on Void and **Suspicious Transactions** until the relevant disputed issues are clarified;

4.5.10. Terminate **Internet Acquiring services** and authorizing **Transactions**, or suspend settlement **Operations** with the **Merchant** at any time if the **Bank** considers that the **Merchant** is performing risky activities for the **Bank** and/or its activities are contrary to any of the following: (a) Georgian legislation; (b the **International Payment System**; rules and requirements (c) internal regulations and requirements of the **Bank**;

4.5.11. Analyze (monitor) the information contained in the authorized requirements in order to detect **Unauthorized Transactions**;

4.5.12. Impose restrictions and prohibitions on the acceptance of **Banking Cards** of a certain type and/or issued by certain **Issuers as a means of payment** and/or **Transactions** carried out through certain IP (Internet Protocol) addresses, unilaterally, at its own discretion;

4.5.13. Make changes in the technical details of the service or temporarily stop the service with the **Internet Acquiring** system in order to carry out preventive-technical works related to the processing center.

4.5.14. Refuse the **Operation** if the **Operation** is rejected by the **Issuer**, the processing center or the **International Payment System**, and in turn the **Merchant** is obliged not to provide the good/service if the **Operation** is not authorized;

4.5.15. Refuse to make **Recurring Payments** based on the **Merchant's** request, if this is provided by the applicable legislation.

4.5.16. Not to make settlement on the basis of **Transactions** recived after 7 (seven) calendar **days** from the **Deal**;

4.5.17. Request all necessary information and documentation from the **Merchant**, both in case of a **Disputed Transaction** and in case of any reasonable doubt. The **Bank** is not obliged to provide the grounds and motivation for requesting information/documentation;

4.6. Debit any of the **Merchant's** accounts and/or block the funds in any of the **Merchant's** accounts without consent to, if the **Merchant** according to the terms of the **Agreement** holds a **Reserve Account** in the **Bank** and the **Reserve** amount do not cover the **Merchant's** debts to the **Bank**, to which the merchant declares his consent in advance. Furthermore, if the amount to be paid and the amount available on the **Merchant's** account are in different currencies, the **Bank** is authorized ro convert the funds at the commercial exchange rate set forth by the **Bank** and deduct the conversion fee from the **Merchant's** account without acceptance;

4.7. **Merchant** is obliged to:

4.7.1. Not debit the **Cardholder's** account until the goods/services are fully delivered or rendered;

4.7.2. Inform the **Bank** in case of using a **Third Party** representative who will have access to the **Card** data. The said **Third Party** representative must meet the security requirements of **International Payment Systems**;

4.7.3. In case the **Merchant** uses a **Third Party Card** data processing service, the **Merchant** is obliged to: (a) ensure that the **Third Party** involved in the system complies with the requirements of **International Payment Systems**, such as **Transaction** information, its storage and protection; (b) will be fully aware of and comply with PCI-DSS, PA DSS and **Pin Security** programs of **International Payment System** regarding **Card** data security and will undertake to comply with their requirements;

4.7.4. Provide full compliance with the following requirements regarding the **website**:

4.7.4.1. Trade only the agreed **Goods \ services** specified in the **E-commerce service agreement/Application** and/or its **Annex**(es) signed by the **Parties**;

4.7.4.2. For the execution of any such **Transaction** by the **Merchant**, which without limitation includes **Transactions** related to telecommunications, **Gambling**, medicines, tobacco and/or appointment services, the prior consent of the **Bank** is required and in case the **International Payment System** regulation requires **Merchant's** registration in the payment system, the relevant commission fee must be covered by the **Merchant**.

4.7.4.3. Protect the full confidenciality and security of Custumer(s) and their **Card** data in accordance with the User(s) Privacy and Security Policy. In case the **Merchant** does not have a Privacy and Security Policy, and/or the **Merchant's** Privacy and Security Policy sets lower standards for the protection of the rights and interests of the **Customer**, the **Merchant** is obliged to act in full compliance with the **Bank's** Privacy Policy. The mentioned document is available on the official **website** of the **Bank** www.libertybank.ge;

4.7.4.4. Agree in advance with the **Bank**, in case of significant changes in the **Merchant's** business activities, which without limitation include a change in the type of goods/services, on the basis of which the relevant change in the **Agreement** will be made;

4.7.4.5. Do not allow the the possibility of payment from other **websites** except the addresses of **websites** previously agreed with the **Bank**;

4.7.4.6. Ensure the uninterrupted operation of the **website** and technical means of data exchange, and in case of detection of errors in them, immediate notification of the **Bank**;

4.7.4.7. Follow the limits set forth by the present **Agreement** for **Transactions** carried out through **website**.

4.7.4.8. Monitor the **Customer's** profile creation and usage of it on the **website**, in order to detect **Suspicious Transactions** in a timely manner.

4.7.4.9. Present and/or indicate clearly and accurately on the **website**:

4.7.4.9.1. A description of all services and/or goods offered to the **Customer**;

4.7.4.9.2. Agreed terms with the **Bank** of use of the **website**;

4.7.4.9.3. Information about the **Merchant's** contact details so that the **Merchant** can be easily identified by the **Cardholder** at all times (which includes, without limitation, **Merchant's Telephone** number, e-mail address, physical and legal address). In case of goods/services delivery through the **Trading Platform**, the **Merchant** is obliged to make available on the **website** the contact data of both the **Trade/Service Facility** and the **Trading Platform Organizer**.

4.7.4.9.4. Settlement currency;

4.7.4.9.5. Prices of goods/services, terms of ordering, delivery and transportation of goods (if applicable) and payment terms and procedures;

4.7.4.9.6. Terms and procedures for canceling an order, returning goods and refunding money for returned goods (if any);

4.7.4.9.7. **Customer** order status notification and visual indicator;

4.7.4.9.8. appropriate functionality that will allow **Customers** to contact the **Merchant** if necessary and receive the necessary support;

4.7.4.10. Provide the **Bank** with a test user and password to view the pages on the **website**, the availability of which requires registration;

4.7.4.11. Place the logo of the **International Payment System** on the **website** in the appropriate form established by the regulations of the **International Payment Systems**.

4.7.5. In the event that the goods/services provided to the **Customer** as a result of any **Transaction** are subject to return to the **Trade/Service Facility**, and/or the goods/services are refunded, or the price is adjusted, in no case shall the **Refund** be made to the **Customer** in cash.

4.7.6. Pay the overspending (overlimit) fee to the **Bank** (if any) in the amount specified in **Annex** of the **E-commerce service Agreement/Application**, in case of overspending debit balance(s) on the **Merchant's** account without the prior consent of the **Bank**;

4.7.7. Pay the **Bank** the cost of **Reversal** opeartions, **Refund Operations**, **Void Transaction** service fee, the amounts payable as a result of clarifying circumstances in the **Incident Cycle** by the **International Payment Systems,** as well as other losses and expenses incurred by the **Bank** in relation to conducting the **Incident Cycle**, amount of dispute and other amounts retained by the **International Payment System**, fines and other expenses incurred by the **Bank** no later than the 3rd (third) business **day** from the date of receipt of the written notice from the **Bank** in accordance with this **Agreement**.

4.7.8. Have effective monitoring systems for performed **Operations** in order to detect illegal/fraudulent operations, as well as violations of rules and requirements of **International Payment Systems**. In addition, the **Merchant** must constantly update the monitoring system in such a way that it is possible to recognize and prevent fraudulent schemes observed in international and/or local practice before the current period.

4.7.9. Produce and provide the bank with reports on illegal/fraudulent operations known to him, as well as violations of the rules and requirements of international payment systems.

4.8. Delivery of goods/services to the **Customer**:

4.8.1. The **Merchant** ensures that the order confirmation message is sent to the **Customer** by e-mail no later than one **day** after its **Receipt**. And if the product is not available, the **Customer** will be immediately notified of the delivery date.

4.8.2. If necessary, in order to send the goods to the **Customer**, the **Merchant** will use official delivery companies along with its own shipping services, which allows the **Cardholder** to track the movement of the goods and sign the documentations on transfer of goods.

4.8.3. In case of any product delivered to the **Customer** as a result of any **Transaction** is subject to return to the **Trade/Service Facility**, and/or the goods/services are refunded, or the price is adjusted, the **Merchant** will not refund the money to the **Customer** in any case in cash.

4.8.4. In case of adjustment of the amount, return of **Goods** and/or money, the **Merchant** is obliged to fully indicate the above-mentioned information in the confirmation record of the relevant **Transaction**.

4.9. *Financial and other information*

4.9.1. The **Merchant** is obliged to provide the **Bank** with full annual financial information related to the **Merchant** within 10 (ten) calendar **days** after the request of the **Bank**.

4.9.2. The **Merchant** authorizes the **Bank** to conduct on-site inspections of the **Merchant's** activities and/or to seek, request and obtain financial and/or business-related information of the **Merchant** from any **Third Party**.

4.9.3. The **Merchant** authorizes the **Bank** to use for any purpose the information received about the **Merchant** in accordance with this **Agreement**, which includes without limitation the right of the **Bank** to provide the **International Payment System** with information about **Merchant's** details (legal and postal address, **Telephone** number, fax number, **e-mail** address) upon its request.

4.9.4. The **Merchant** is obliged to make an advance written notification to the **Bank** in cases of any change in the data indicated in the **Application** and/or change in the scope of the **Company's** activities.

5. E-commerce Service through the Trading Platform

5.1. The **Bank** is authorized to provide **E-commerce Service** to the **Trade/Service Facility** for the payments on its own (**Trade/Service Facility's**) **Website,** as well as through the **Trading Platform**.

5.2. While using **E-commerce Service** through the **Trading Platform,** the **Trade/Service Facility** delivers its **Goods/Services** to the **Customer** through the **Webpage** of the **Trading Platform Organizer**.

5.3. The **Commission** for using **E-commerce Service** may be charged on the **Trading Platform Organizer** and/or **Trade/Service Facility** according to the agreement concluded between the **Bank** and **Trading Platform Organizer** or **Trade/Service Facility**.

5.4. In case the **Trading Platform Organizer** or the **Trade/Service Facility** does not have an obligation to pay **Commission** for using **E-commerce Service,** provisions of the present **Terms and Conditions** related to the payment of the **Commission** does not apply to it.

5.5. In the event of using **E-commerce Service** through the **Trading Platform,** the **Bank** is authorized to transfer **Transaction** amount paid by the **Customer** within the scope of **E-commerce Service** to the **Trading Platform Organizer** on the **Account** maintained in the **Bank** and/or in any other commercial bank. In such case, **Trading Platform Organizer** is responsible to ensure delivery of received funds by the **Trade/Service Facility** in the form agreed between the **Trading Platform Organizer** and the **Trade/Service Facility**.

5.6. The **Trading Platform Organizer** and the **Trade/Service Facility** are obliged to provide the **Bank** with the document(s) confirming the transfer by the **Trading Platform Organizer** to the **Trade/Service Facility** of the **Transaction** funds received while using **E-commerce Service,** upon the **Bank's** request.

5.7. If transferring the **Transaction** funds paid by the **Customer** to the **Trade/Service Facility** is obligation of the **Trading Platform Organizer**, the **Bank** shall in no case be requested to transfer settlement funds directly to the **Trade/Service Facility,** including in case any restriction applies to the **Account** of the **Trading Platform Organizer** or for any other reason. Notwithstanding the present clause, the **Bank** is authorized to transfer the **Transaction** amount directly to the the **Trade/Service Facility** at its (the **Bank's**) sole discretion.

5.8. In case **E-commerce Service** is provided through the **Trading Platform**, the **Bank** is authorized to:

5.8.1. Refuse the **Trading Platform Organizer** to provide service to the particular **Trade/Service Facility,** at its (the **Bank's**) sole discretion, without giving any reasoning.

5.8.2. Suspend or terminate providing service to one or several **Trade/Service Facility(ies)** added on the **Trading Platform**, at its (the **Bank's**) sole discretion, without giving any reasoning.

5.8.3. Set maximum turnover limit for each **Trade/Service Facility** or any other restriction at its (the **Bank's**) sole discretion.

5.8.4. Provide **E-commerce Service** to the **Trade/Service Facility** independently of the **Trading Platform**, for settlement of **Goods/Service** fee sold on its own (**Trade/Service Facility's**) web-page.

5.9. In case **E-commerce Service** is provided through the **Trading Platform,** the **Trading Platform Organizer** is obliged to:

5.9.1. Conclude with each **Trade/Service Facility** the agreement, which will define the main terms of the service, including the terms of settlement **Transaction** amount paid by the **Customer.** Such agreement, among the other provisions, shall include prohibition of conducting a sale that **Trade/Service Facility** knows or should have known is fraudulent or not authorized by the **Customer**. Violation of this requirement by the **Trade/Service Facility** shall result in termination of the Agreement without notice.

5.9.2. Implement policies and procedures that shall as minimum include: (a) the collection of information about the **Trade/Service Facility** and each of its principal owners as necessary or appropriate for their identification and due diligence purposes; (b) verification that the information collected is true and accurate; (c) compliance with anti-money laundering legislation, including, sanction screening requirements.

5.9.3. Notify the **Bank** in advance about adding or removing **Trade/Service Facility** on/from the **Website** and perform addition/removal only after receiving relevant consent from the **Bank**.

5.9.4. Provide the service only to such **Trade/Service Facility(ies)** that directly deliver **Goods/Services** and do not add on the **Website Persons** that deliver **Third Parties'** goods/services (including, agent(s), **Person**(s) acting on behalf of the **Third Parties,** other trading platform organizer(s) and ect.). In addition, **Trading Platform Organizer** is obliged to ensure that information available about **Trade/Service Facility(ies)** (including, name, trademark(s) and/or ect.) does not belong to the third parties and will not mislead the **Customer** and/or cause confusion of **Trade/Service Facility(ies)** to other person(s).

5.9.5. Do not provide service to the **Trade/Service Facility** until the latter does not conclude the relevant agreement with the **Bank**.

5.9.6. Provide service to each **Trade/Service Facility** within the limits set forth by the **Bank** for such **Trade/Service Facility**.

5.9.7. Establish fraud control measures in relation to each **Trade/Service Facility** which shall enable detection of sales involving counterfeit goods or the infringement of intellectual property rights.

5.9.8. Notify the **Bank** immediately in case of changing of the main activity of the **Trade/Service Facility**.

5.9.9. Ensure delivering to the **Trade/Service Facility** of the funds received as a result of **Transaction(s)** in the form agreed with it (to **Trade/Service Facility**). If necessary, the **Trading Platform Organizer** is obliged to fill the difference between the amount transferred by the **Bank** to it (**Trading Platform Organizer**) and the price of the **Goods/Services**.

5.9.10. Review and monitor the service on a regular basis to reconfirm that all **Transactions** are conducted legally (based on the applicable laws in the locations of the **Trading Platform Organizer, Trade/Service Facility** and **Cardholder**), in an ethical manner, and in full compliance with the standards of the **International Payment Systems**.

5.10. In case **E-commerce Service** is provided through the **Trading Platform,** the rules established under the present **Terms and Conditions** for functioning of the **Webpage** shall not apply to the **Trade/Service Facility**.

5.11. Any other term not directly related to the functioning of the **Webpage** shall equally apply to the **Trading Platform Organizer,** as well as to the **Trade/Service Facility**. Furthermore, the **Bank** is authorized to request performance of the obligations determined under the **Terms and Conditions** from the **Trading Platform Organizer** or **Trade/Service Facility** at its sole discretion.

5.12. The **Trading Platform Organizer** and **Trade/Service Facility** are obliged to perform each obligation determined under the present **Terms and Conditions** fully and properly. If the **Trading Platform Organizer** or the **Trade/Service Facility** are unable to independently perform any of the **Bank's** request, each of them is obliged to take collective measures to perform the **Bank's** request.

6. Additional Requirements for a Merchant Who Is a Gambling Provider

6.1. In the process of **Customer** registration on the **Merchants website**, the **Merchant** is obliged to fully identify the **Customer** taking into account the means of user identification specified in this Article. The **Bank** is entitled to check the process of **Customer** identification by the **Merchant** at any time and in case of non-fulfillment or improper performance of **Customer** Identification by the **Merchant** to impose a fine of 1000 (thousand) GEL on each such violation.

6.2. The **Merchant** is obliged not to register Georgian citizens under 25 (twenty-five) years of age, foreign citizens/stateless **Persons** under 18 (eighteen) years of age,

Persons included in the list of addicted **Persons** and the in list of prohibited **Persons** and/or other **Persons** prohibited by **law** on its **website**.

6.3.　　　In the event of a **Transaction** or any attempt by the **Customer**, the **Merchant** is required to ensure full identification of the **Customer** in accordance with the necessary rules of **Customer** identification established by the **International Payment System** and in case the **Merchant** is a **Gambling provider**, he/she/it is additionally obliged to identify the **Customer** by means of the relevant ID card and/or passport and information on the **Customer's** payment **Card**.

6.4.　　　In case the **Merchant** is a **Gambling provider**, he/she/it is obliged not to accept for using in the gambling arranged by him/her/it the payment **Cards** issued in the country where the use of the mentioned and/or similar **Gambling** games is prohibited.

6.5.　　　**Terms of Refund Transaction by Gambling provider Merchant.**

6.5.1.　　The **Merchant** is authorized to make a **Refund Transaction** on the **Customer's** payment **Card** up to the amount of the balance on the **Merchant's** account. The **Merchant** acknowledges that if the balance on the **Merchant's** account is less than the **Refund Transaction**, the **Bank** is not obligated to perform the said **Refund Transaction**.

6.5.2.　　The **Refund Transaction** will be made only to the **Customer's** account, through which the **Customer's** gaming balance is top up for **Gambling** on the **Merchant's** webiste.

6.6.　　　The technical part of **E-commerce/Internet acquiring** is regulated by the protocol(s) agreed between the **Parties**, which is an integral part of the **Agreement**.

7.　　　Fake and Invalid Trade Receipts

7.1.　　　The **Parties** agree that the **Trade Receipt** is considered to be fake and the **Bank** will not transfer funds to the **Merchant** if:

7.1.1.　　The **Trade Receipt** submitted by the **Merchant** to the **Bank** or its copy does not correspond to the **Authorization** data;

7.1.2.　　The **Trade Receipt** is not filled in according to the norms and the rules given in the Basic Terms and Conditions (Annex #1);

7.1.3.　　Corrections have been made to the **Trade Receipt** or the identity of their copies has been violated;

7.2.　　　The **Parties** agree and recognize as official documents: (a) the data recorded in the **Processing System**; (B) **Authorization** data; (C) automatic **Trade Receipts**; (D) **Bank** statements and (e) **Disputed transaction documents**;

8.　　　Reserve Account

8.1.　　　To ensure the financial obligations prescribed in the **Agreement**, the **Bank** will open a **Reserve Account** for the **Merchant**.

8.2.　　　The **Reserve Account** will be filled by transferring the funds from the **Transaction** value made by the **Merchant** (in the amount specified by the **Tariffs**) to the **Reserve Account** and/or by placing the fixed amount specified by the **Bank** on the **Reserve Account** in accordance with the **Bank Tariffs**.

8.3.　　　Funds deposited to the **Reserve Account** every current month will be returned to the **Merchant** in total no later than 200 (two hundred) **days** after the completion of the relevant **Transaction**, excluding those amounts that are one-time commissions and also the amounts determined to ensure the **Merchant's** other obligations arising from this **Agreement,** given that the **Merchant's** accounts will always have funds in the amount of the **Reserve** provided for in **Annex** #1 of the **E-commerce service agreement**.

8.4.　　　At the **Bank's** request, the **Merchant** is obliged to deposit additional funds in his account to cover the risks of **Refund** and **Reversal** operations by the **Customer**(s) and the risks of unforeseen increased demand for **Disputes**, if the funds in the **Merchant's** account are not sufficient for this.

8.5.　　　In the event that **E-commerce** services are provided through the **Trading Platform**, the **Bank** is authorized to request the organizer of the **Trading Platform** to place additional funds on the **Reserve Account** in the event that the number of **Trade/Service Facilities** connected through the **Trading Platform** and/or the **Trade/Service Facility(s)** turnover increases.

8.6.　　　In case of overspending of debit balance(s) on the **Merchant's** account without the **Bank's** prior consent, the **Merchant** is obliged to pay the **Bank** an overspending (overlimit) fee (if any) in the amount specified in the **Tariffs**.

8.7.　　　Without **Merchant's** consent, the **Bank** is entitled to debit funds from the **Reserve Account** and apply it to reimburse any damages, **Fees** and expenses, which has been or will be rendered to the **Bank** by the **Merchant** in breach of any of the obligations under this **Agreement**. If the **Reserve** is defined as a fixed amount each time the amount is deducted from the **Reserve Account**, the **Merchant** is obliged to fill the **Reserve** up to the amount specified in the **Agreement** no later than 5 (five) **Working Days** after deducting the amount.

8.8.　　　In case of termination of the **Agreement** the **Merchant** will be allowed to dispose of the funds in the **Merchant's Reserve Account** within the period determined individually by the **Bank** at its own discretion, but no more than 13 (thirteen) months after the last authorized **Transaction**. If the **Bank** deems that the amount in the **Merchant's Reserve Account** is insufficient to cover the risks incurred, the **Bank** will additionally block the funds in the respective accounts for the period defined by the **Bank**.

9.　　　Bank Service fee. Comparision Act

9.1.　　　The **Merchant** pays a service **Fee** to the **Bank** for using the services provided by the **Agreement**, in accordance with the **Tariffs** specified in the **Agreement**;

9.2.　　　The **Bank** is entitled to deduct the service **Fee** for services under this **Agreement**, erroneously credit amounts, fines, other **Tariffs** and/or any and all amounts payable to the **Banks** under this **Agreement** from the Merchant's account maintained in the **Bank**. In case of insufficient balance on the **Merchant's** account, the **Bank** reserves the right to request the relevant payment from the **Merchant** and send the relevant invoice indicating the existing debt to the **Bank**. Non-payment of commission by the **Merchant** and / or any payment to the **Bank** entitles the **Bank** to suspend or terminate any and all services specified in this **Agreement**.

9.3.　　　The **Bank** is entitled to unilaterally change the amount of any commission specified in **Tariffs** based on a written notification sent to the **Merchant** 15 (fifteen) calendar **days** in advance.

9.4.　　　Non-payment of any **Fees** by the **Merchant** entitles the **Bank** to suspend or terminate any and all services provided for in this **Agreement**.

9.5.　　　If the payment day of the service **Fee** matches with a **Non-Banking day**, deduct the service **Fee** on a **Banking Day**.

9.6.　　　If the payment date for the Service or **Tariff Package Fee**(s) falls on the last **day** of a month, the **Fee** shall be paid on the last **Working Day** of that month.

9.7.　　　In case of non-payment of the service **Fee** by the **Merchant**, the **Bank** is entitled to accumulate the commission in the form of debt, which will be repaid by debiting the amount from the **Merchant's** account as soon as the balance available to him appears.

9.8.　　　In case of non-payment of the service **Fee** (s) by the **Merchant** within one year, the **Bank** is entitled to stop the accumulation of debt.

9.9.　　　In case of debt to the **Bank** by the **Merchant**, the **Bank** first writes off the amount from the **Merchant's** account(s) to repay the debt. Only then does the **Merchant** have the right to dispose of the remaining amount at his own discretion.

9.10.　　The **Bank** is authorized to determine the **Order** of repayment of the debt owed to the **Bank** by the **Merchant** in any specific case.

9.11.　　The commission/expenses added by the **Merchant** to the cost of goods and/or services for the **Customer** should not exceed the amount of the **Merchant's commission** charged by the **Bank**.

9.12.　　If for any reason it is impossible to automatically write off any **Fees** or other charges payable to the **Bank** from any of the **Mechant's** bank accounts under this **Agreement**, the **Bank** may request that the **Merchant** pays the relevant **Fee** and send the appropriate invoice indicating the debt owed to the **Bank**.

9.13.　　The **Parties** agree that upon request, the **Bank** will send a comparison act to the **Merchant** in the form specified by the **Bank** in order to compare the payments made during the last month, the amount withdrawn from the **Merchant's** balance, the received commission and the amounts credited/deducted to the **Merchant's** bank account within the scope of the operations.

10.　　　Liabilities of the Parties

10.1.　　The **Merchant** understands that the **Bank** provides payment services and is not the seller, buyer, dealer, intermediary, supplier, distributor, manufacturer, broker, agent or otherwise related to the product ordered through the system and therefore do not guarantee any service quality, quantity, safety and/or legality. The **Merchant** declares unconditional consent that the **Bank** or any **Person** related to it is not liable to the **Customer** for the obligations assumed by the **Merchant**. The **Bank** or any **Person** related to it is not a party of the disputes related to the non-fulfillment or improper fulfillment of the obligation(s) owed by the **Merchant** before **Customer**. Any damage caused to the **Bank** or its related **Person** as a result of the dispute provided in this article (including the costs of legal dispute) shall be fully reimbursed by the **Merchant** to the injured party

10.2.　　The **Merchant** is responsible for all **Unauthorized Transactions**.

10.3.　　The **Merchant** shall be liable for any consequences caused by the granting of **Intellectual Property Rights** to the **Bank** in accordance with the terms of this **Agreement** and guarantees that it will protect the **Bank** from any claims, including from any **Third Party** and will reimburse any damages and costs.

10.4.　　The **Bank** is not liable for any losses incurred to the **Merchant** as a result of a **Third Party** financial claim and also incurred to the **Merchant** as a result of a breach of the rules and regulations of **International Payment Systems**.

10.5.　　The **Bank** shall not be liable for any damages incurred to the **Customers** or **Third Parties** resulting from a breach of its obligations under any **Transaction** by the **Merchant**.

10.6.　　The **Merchant** takes full responsibility for the quality of the **Goods / Services**, the content of any information provided by the **Merchant** to **Customers**, as well as the content of the information that the **Merchant** places on the Internet in connection with the sale of goods/services. In addition, at the first request of the **Bank** (upon relevant request through any communication channel), **Merchant** is obliged to delete any information about the **Bank**, which is posted by the **Merchant** on the Internet.

10.7. The **Bank** is not responsible for the content of the notification sent by it and/or other **Third Parties** to the **Merchant** and/or other **Third Parties** for marketing and/or other purposes, as well as for the products and services offered by the **Third Parties** to the **Customer**.

10.8. The **Bank** shall not be liable for any loss or damage which is not under its control and is caused by a technical defect, electronic transmission defect, illegal access to the **Bank's** electronic channels, and other electronic means.

10.9. The **Bank** shall not be liable for any loss or damage which is not subject to its control and which is caused by delays in the service of the **International Payment System** and / or overload of services that affect the operation of the electronic channel system.

10.10. The **Bank** will not be liable to the **Merchant** if: the **Bank** has not received the payment and / or other **Transaction Order** (s) sent by the **Merchant**; The **Customer** provided incorrect or incomplete information to the **Bank**.

10.11. The **Bank** will not be liable to the **Merchant** if the funds in the **Merchant's** current account are subject to legal restrictions.

10.12. The **Bank** shall not be liable for the fulfillment of the obligations under this **Agreement**, if the above is caused by:

(i) By the **Merchant's** breach of any of the obligations under this **Agreement**.

(ii) By imposing requirements and/or restrictions on the **Merchant** or his/her/its property by the court, the executive and / or the tax authorities.

10.13. The **Bank** is not responsible for any delayed, incorrect or non-performed operations caused by payment or other system technical reasons.

10.14. The **Merchant** agrees that the **Bank** is not responsible and is therefore not obliged to return the **Disputed** and / or cancelled transaction amounts to the **Merchant** in any case, except as provided in this **Agreement**.

10.15. In no event will the **Bank** be liable for any of the **Merchant** transactions that have not been completed due to the **Bank** blocking the **Merchant's** current account(s). For the purposes of this paragraph, blocking refers to cases where the blocking is carried out on the basis of non-fulfillment of obligations by the **Merchant**, improper performance and / or restrictions imposed by **law** by **Third Parties** (collection, seizure, court restriction, etc.). The **Bank** shall not be liable for the delay in the implementation of the service, if it is not caused by its fault, or is caused by the **Merchant** providing the **Bank** with incorrect information and/or a document containing incorrect information.

10.16. In the event that **E-commerce services** are provided through a **Trading Platform**, the **Bank** will not be held responsible for any dispute between the **Trading Platform Organizer** and the **Trade/Service Facility**.

10.17. The **Bank** shall not be liable for the delay in the provision of the Service, if it is not caused by **Bank**, or is caused as a result of the **Merchant** providing the **Bank** with incorrect information and/or a document containing incorrect information.

10.18. Notwithstanding the terms of this **Agreement**, the **Bank** shall not be liable to the **Merchant** for any loss or damage incurred indirectly in connection with the Services under this **Agreement**. Also, the **Bank** is not liable for loss of profit, business, income or planned savings related to the banking services specified in the **Agreement**.

10.19. The **Bank** is not responsible for the outcome resulted from the **Transaction** carried out on behalf of the **Merchant**.

10.20. The **Merchant** is responsible for information and documents for opening the account and conducting operations on it.

10.21. The **Merchant** is responsible for all operations performed on the account before or after its closure.

10.22. Except for reasons caused by technical delays, if the **Merchant** refuses to let the **Customer** pay with the **Card**, the **Bank** will be authorized to charge, and the **Merchant** will be obliged to pay a fine of 100 (one hundred) GEL to the **Bank** in each such case.

10.23. Considering that the **Bank** acts on the instructions of the **Merchant** in providing banking services under this **Agreement**, the **Merchant** agrees to reimburse and protect the **Bank** from damages, losses, court costs, the **Merchant's** and/or third parties' (including without restriction additional cardholders) claims, actions or the claims/applications submitted to the court, the **Merchant** shall also indemnify and protect the **Bank** against any damages arising out of the use of the Services under this **Agreement** or any damages incurred as a result of an operation carried out through such a service; The **Merchant** acknowledges that such **Transactions** will be carried out in accordance with the instructions and **Authorization** received by the **Bank** in accordance with these terms and other relevant special terms, agreements, Contracts or similar instruments. The **Merchant** also consents and confirms that the Terms of Reimbursement will remain in force and will have binding legal force on the **Merchant** even if the Banking Services are partially or completely canceled.

10.24. The **Merchant** declares and agrees that he/she/it may have to sign and execute additional contracts, statements or other similar documents for damages, especially in connection with **Transactions** that have been performed using the access code(s). Such additional contracts, statements and similar means will be added and do not exclude the terms of the indemnity set forth herein.

11. Intellectual Property and Marketing Collaboration

11.1. Every **Intellectual Property Right** of the **Bank** remain only **Bank's** property and the **Merchant** should not make any claims against them at any time, including after the termination of this **Agreement**. The **Merchant** uses the **Intellectual Property Rights** of the **Bank** only to the extent permitted by this **Agreement** and only During the term of the contract. The **Merchant** shall not take any action or act in a manner incompatible with the **Intellectual Property Rights** of the **Bank** and shall exercise reasonable care to protect those rights against infringement or damage.

11.2. All **Intellectual Property Rights** of the **Merchant** remain the sole property of the **Merchant** and the **Bank** shall not make any claim against them at any time, including after the termination of this **Agreement**. Pursuant to this **Agreement** and for the period of validity of the **Agreement**, the **Merchant** transfers to the **Bank** a non-exclusive, royalty-exempt right under this **Agreement** and to use its intellectual property under it, including any **Merchant** logo, trademark, trade name and / or other intellectual property worldwide.

11.3. Any use, adaptation and / or modification of intellectual property requires the written consent of the relevant **Intellectual Property Right** holder.

11.4. The **Merchant** is obliged to follow the terms and conditions of using the **Intellectual Property Rights** transferred to him by the **Bank** and in case of usage intellectual property of **International Payment Systems** (Visa international, Mastercard, UnionPay international, etc.) as well as the terms and conditions established by **International Payment Systems**. The **Merchant** is obliged not to use the intellectual property of the international payment systems, if it may cause any damage to the **International Payment Systems**.

11.5. The **Parties** acknowledge that they have the proper right to transfer the **Intellectual Property Rights** in their possession or otherwise licensed.

11.6. The **Bank** has the right to request from the **Merchant** at any time to stop and/or otherwise restrict publishing and/or distributing the intellectual property of the **Bank** and/or its affiliates.

11.7. *The right to advertise.* The **Merchant** and/or the **Bank** will advertise and offer services at their own expense.

11.8. *Approval and disapproval.* The **Merchant** is obliged to submit all advertising and offer materials created by him/her/it and his representatives in connection with the subject of this **Agreement** to the **Bank** for it's approval before use. The **Bank** reserves the right to approve or disapprove of any material, as well as to revoke its approval at any time. If the **Bank** revokes its approval, the **Merchant** is obliged to stop using such materials as soon as possible.

11.9. *Prohibition of making public statements without prior consent.* The **Merchant** is obliged not to make public statements to the press and other media about the relationship, activities and services of the **Parties** under this **Agreement** and shall not allow his employees or representatives to give interviews or otherwise disclose such information without the prior written consent of the **Bank** in each case.

11.10. *Transfer of marketing materials.* At the request of the **Bank**, the **Merchant** is obliged to place various signs (stickers and stands), advertising items and materials provided by the **Bank** to the **Merchant** under a pre-determined period on equal conditions with other marketing and promotional materials, which includes various brochures and various printed or electronic advertising materials.

11.11. By signing the **Agreement**, the **Merchant** declares its unconditional consent, to receive for any marketing and/or other purposes (which includes any kind of advertising campaign and/or promo promotion) a notice, letter, sms or any other notification, e-mail and/or any information provided in any form from the **Bank** and/or other **Persons** at any time, without further notice by the **Bank**, on the contact requisites indicated in the **Agreement**. However, in case of change of the above requisites, the **Bank** will be entitled to use the authority granted to it under this paragraph without any further consent of the **Merchant** in relation to the changed requisites.

11.12. The **Bank** is entitled to use promo campaigns, raffles and promotions with respect to the products specified in this **Agreement** with the consent of the **Merchant**, by imposing temporary or permanent preferential terms on the Terms of Service or **Tariffs**. The use of the mentioned products by the **Merchant** during such promotions implies his consent to the terms of such promotions.

12. The Term of the Agreement and Termination Thereof

12.1. This **Agreement** shall enter into force upon signing the **E-commerce Service Agreement/Application** and is valid for a period of 12 (twelve) months. The validity of the **Agreement**, each time it expires, will be automatically extended for the same period (12 months) and conditions, unless either **Party** expresses a desire to terminate the **Agreement** upon written notice sent 1 (one) month prior to the expiration of the **Agreement**.

12.2. The **Agreement** can be terminated:

12.2.1. At any time upon the **Parties'** agreement;

12.2.2. The **Merchant** may terminate this **Agreement** at any time upon sending a written notice to the **Bank** no later than 45 (fortyfive) **days** before termination.

12.2.3. The **Merchant** may terminate this **Agreement** at any time in the case provided for in paragraph 16.3 of the **Basic Terms and Conditions**, from the period of receiving notice of the **Bank**, till the change of the amount of the **Fee**, on the basis of a written notice sent to the **Bank**;

12.2.4.   Immediately upon closing the bank account(s) by the **Merchant**;

12.2.5.   By the **Bank** on the basis of a written notice sent to the **Merchant**, 5 (five) calendar **days** prior to the termination of the **Agreement**.

12.2.6.   In the event that **E-commerce** services are provided through the **Trading Platform**, the agreement signed with the **Trade/Service Facility(s)** is automatically terminated in the event of termination of the relevant agreement between the **Bank** and the **Trading Platform Organizer** or in the event that the **Trading Platform Organizer** no longer provides services to the **Trade/Service Facility** for any reason.

12.2.7.   The **Merchant** may repudiate the **Agreement** within 14 (fourteen) calendar days from the date of activation of this **Agreement** through the remote banking service channel, by applying to the **Bank's** branches with a corresponding application and/or by applying to other channels determined later by the **Bank**.

12.3.   Except for the circumstances set forth in paragraph 12.2 of the **Basic Terms**, the **Bank** may at any time immediately terminate the **Agreement** and/or suspend the Services provided to the **Merchant** under the **Agreement** and/or refuse to perform the **Merchant's Order/Payment Order**.

12.3.1.   The data indicated in the **Application** and/or the **Agreement** by the **Merchant** is not accurate or incomplete.

12.3.2.   There is a suspicion of fraud on the part of the **Merchant** and/or he/she/it does not/did not provide the **Customer** with relevant **Service/Goods** based on the existing information in **Transaction** and/or there is a possibility that the **Transaction** may be **Disputed** by the **Parties** to the **Transaction** and/or the other interested **Party** on any other grounds.

12.3.3.   The **Merchant** is involved in any program of the **International Payment System** for fraud prevention, including, without limitation, a global **Dispute** or fraud monitoring program;

12.3.4.   For any reason, there is a threat for the **Bank** to get in to any anti-fraud program in the **International Payment System**, including, without limitation, a global **Dispute** or **Fraud** monitoring program;

12.4.   Within 30 (thirty) calendar days after receiving the **Merchant's** application about repudiation the **Agreement**, the **Bank** will review the **Merchant's** application and inform the **Merchant** about the decision through **Merchant's** contact data recorded in the **Bank** or, if possible, during a visit to the branch, on the spot.

12.5.   When the **Merchant** applies with the application of the repudiation, the **Bank** is entitled to request the **Merchant** to take additional actions in order to cancel the Banking Product.

12.6.   In case of repudiation of the **Agreement**, the **Merchant** is obliged to pay, and the **Bank** is authorized to charge the **Merchant** any fee for using the Product (including the Product commission) in accordance with the **Agreement**, any and all expenses incurred by the **Bank** during the delivery of the Product to the **Merchant**, in proportion to the service actually provided by the **Bank** and the period. In addition, the **Bank** is entitled to charge the **Merchant** with the obligation to reimburse the expenses incurred/to be incurred by the **Bank** to the third party.

12.7.   The **Bank** will return the costs incurred by the **Merchant** for using Banking Products. In addition, the **Bank** is entitled to deduct the expenses incurred by the **Bank** for the delivery of the Banking Product to the **Merchant** (including in accordance with Section 12.6 of this article) from the amount to be returned to the **Merchant** and if such expenses incurred by the **Bank** exceed the expenses incurred by the **Merchant**, the **Bank** is entitled to deduct the corresponding amount from any of the **Merchant's** Account without acceptance, at the same time if the amount to be paid and the amount on the Account are in different currencies, the **Bank** shall carry out the conversion itself at the commercial rate valid in the **Bank** on the date of payment, and the cost of the conversion service shall also be debited from the **Merchant's** Account without acceptance.

12.8.   If, in accordance with this article, the **Merchant** does not reimburse the amounts to be returned/reimbursed by **Merchant** to the **Bank**, and/or does not carry out the relevant procedures required by the **Bank** in accordance with these **Conditions** within the established period, it will be considered that the **Merchant** did not use the right of refusal granted by the regulation and, accordingly, will continue using the Product as standard, in the manner established by these **Agreement**.

12.9.   The **Merchant** understands that applying to the **Bank** with an application about repudiation the **Agreement** does not automatically lead to the realization of the mentioned right and the cancellation of the use of the Product. The **Merchant's** right to repudiate the **Agreement** will be considered realized, and the use of the Product cancelled, after the **Parties** have fully reimbursed each other's expenses and the **Merchant** has followed all the procedures established by the **Bank**.

12.10.   In case of termination of the **Agreement** on any grounds, the final settlement must be made between the **Parties** within 10 (ten) **Banking Days** from the date of termination. In addition, If the **Agreement** is terminated by the **Merchant** upon closure of the bank account (s), the balance on the **Merchant's** account (if any), excluding service **Fees** and other charges under this **Agreement**, shall be refunded to the **Merchant** within 10 (ten) **Banking Days** from the date of termination.

12.11.   The provisions of the **Agreement** that regulate the issues of compensation for damages/losses and the **Merchant's** liability shall not be terminated from the date of termination of the **Agreement** by the **Merchant** for any reason until the expiration of the period established by the legislation/international payment systems for appealing

the operation performed by the **Merchant's** user(s) from the date of the last transaction(s).

13.	Taxes

13.1.   The **Merchant** shall be fully and solely responsible for filing any and all necessary forms to the relevant tax authorities. The **Merchant** is also solely liable for the payment of all unpaid taxes (including, without limitation, any value added taxes), levies, or customs duties imposed on any liabilities in connection with the operation of **Bank** accounts or any Banking Services determined under the **Agreement** (collectively, The "**Tax Liabilities**"). The **Bank** shall be solely liable for the payment of any taxes applicable to the receipt of any **Fees** from the **Merchant**. If the Georgian **Law** anticipates the payment of any Tax Liabilities by means of withholding the funds from the accounts, the **Bank** and/or any of its subsidiaries/affiliates shall make such payments at the **Merchant's** expense and/or withhold the relevant amounts from the **Merchant's** accounts and inform the **Merchant** accordingly. If the applicable **Law** imposes any taxes, duties, charges and penalties on the **Bank** for any Tax Liabilities of the **Merchant**, the **Merchant** shall immediately reimburse the **Bank** for all such expenses, unless the imposition of such Tax Liabilities is a result of negligence or wilful misconduct of the **Bank** or any of its division.

13.2.   The **Bank** shall be in compliance with the **Laws** of Georgia and the tax code requirements. The **Merchant** shall ensure full compliance with Georgian **Laws**, and the laws of any other state If they apply in any way or may be applied to it.

14.	Governing Law and Dispute Resolution

14.1.   The **Agreement** set out herein are regulated in accordance with the **Law**.

14.2.   Any dispute, controversy or claim arising in relation to this **Agreement** or due to the violation of the terms of this **Agreement** shall be resolved with amicable negotiations between the **Parties**.

14.3.   Should the **Parties** be unable to reach an agreement through negotiations, the dispute shall be settled by the Georgian court of relevant jurisdiction.

15.	Confidentiality and Personal Data

15.1.   The **Parties** are obliged to protect each other's reputation, to keep the information (terms) about each other confidential, except in cases provided by this **Agreement** or the law.

15.2.   The **Parties** undertake not to disclose to the **Third Party**, without the written permission of the other **Party**, any information or data which constitutes a trade secret of each **Party** and/or is directly or indirectly related to the **Agreement**, except from the cases prescribed by the **law** or required by the **International Payment System** in writing.

15.3.   The **Parties** undertake to unconditionally comply with all rules and regulations of the **International Payment Systems** for the confidentiality, storage and transmission of information.

15.4.   If the violation of confidentiality by one **Party** causes damage to the other **Party,** the responsible **Party** shall reimburce for damages.

15.5.   In the event of termination of this **Agreement**, the **Parties** undertake not to disclose the information received without the written consent of the information provider **Party** or not to use the information for the benefit of itself and/or a **Third Party**.

15.6.   The following shall not be considered a violation of the obligation of confidentiality: (a) providing information to state/public agencies in cases provided for by the **Law** or disclosing such information that is public based on the **Law**; (b) there is a prior written consent of the owner of the confidential information and/or the data subject and/or an agreement between the **Parties**; (c) disclosure of information will be carried out in the cases provided for by **Law**, including as a result of satisfying the legal request of the third party(ies); For the avoidance of doubt, the **Parties** agree that the **Client** authorizes the bank to transfer to **Third Party(ies)** and/or receive from **Third Party(ies)** confidential information about the **Client** in order to monitor the fulfillment of the obligations assumed by the **Client** under the **Agreement**.

15.7.   The **Merchant** is obliged not to disclose information about **Cardholder**, **Card** or Account without prior written consent of the **Cardholder** except from the cases prescribed by the **law**.

15.8.   The **Merchant** is obliged not to keep the **Card** data, which without limitation includes the bank card number, CVV2 / CVC2, and the expiary date of the **Card**, otherwise the **Merchant** shall ensure full compliance with the requirements of **PCI DSS** and/or **PA DSS** and /or **Pin security**.

15.9.   The **Merchant** is not authorized to use the title and and/or trademark of the **Bank,** Partner bank(s) and/or **International Payment System** without the prior written consent of the **Bank** except from the cases prescribed by the **law**.

15.10.   The **Merchant** undertakes to agree any information about the **Bank** on its (the **Merchant's**) web site with the **Bank** through the relevant communication sources.

15.11.   *Personal Data Protection*

15.11.1.   The **Parties** are aware that in the case of personal data processing, taking into account the specificity and context of the processing, each of them may, for the purposes of the Law of Georgia on Personal Data Protection (hereinafter - the Law), be a person

responsible for the processing of the **Customer's** personal data, as well as an Authorized Person or both, and in some cases may represent **Third Parties**/sub-contractors for each other. Accordingly, each **Party** undertakes to comply with the requirements of the abovementioned law and strictly adhere to the following conditions:

(i)   Process personal data in accordance with the principles established by Law, and if the Law requires the consent of the **Customer** for data processing obtain such consent (in writing or electronically).

(ii)   The processing of data provided by the data receiving party may be carried out only for lawful purposes, included without limitation:

i. To ensure the proper performance of activities (services) specified in this **Agreement**;

ii. To make information accessible for audit firms, potential assignees or assignees, regulators, controllers or other authorized person according to the requirements of the Law;

iii. To ensure security, as well as to detect and/or prevent fraud, money laundering or other crimes;

iv. To protect the lawful/legitimate interests of either **Party**, unless there is an overriding interest in protecting the rights and freedoms of the data subject (the **Customer**);

(iii)   The **Parties** are obliged to support each other and facilitate the realization of the data subject's rights (blocking, deleting, correcting, updating, etc.) provided by the Law of Georgia "On Personal Data Protection" within the terms and in the manner established by the legislation;

15.11.2.   If during the data processing one of the **Parties** is the person responsible for the processing and the other **Party** is an Authorized Person, the Authorized Person will be obliged to:

a) Process the data provided by the Data Processor to the extent and within the scope necessary to comply with the conditions set out in this **Agreement** or provided for by the Law;

b) ensure the protection of data privacy by individuals involved in data processing;

c) Introduce all technical or organizational measures and take all necessary steps to prevent unauthorized or unlawful processing, loss, destruction, damage, unauthorized alteration or disclosure of personal data;

d) provide appropriate information and facilitate the monitoring of data processing upon the request of the person responsible for data processing;

e) Notify the person responsible for data processing within 2 (two) business days if it receives:

• The request of the data subject on obtaining information on his/her personal data;

• A complaint or statement related to the fulfillment of the obligations under the law by the person responsible for data processing;

f) Cooperate with and assist the person responsible for data processing in examining complaints or statements regarding the information provided by the Data Processor, including:

• Provide with full information on the details of the complaint or statement;

• Provide the person responsible for data processing with access to the data (including electronic data) available to the Authorized Person within a reasonable time;

• Provide any other information to the person responsible for data processing within a reasonable time.

g) Not transfer the personal data to **Third Parties** (except for those **Third Parties** for whom the data transfer is necessary to perform the activities specified in this **Agreement**) without the consent of the person responsible for data processing. In addition, in case of tranfering data to the **Third Parties** on any basis, the Authorized Person is obliged to transfer data under an written agreement, according to which, the sub-contractor and **Third Parties** will be obliged to take all necessary technical and organizational measures and conduct all activities to prevent unauthorized and illegal processing of personal data, its loss, destruction, damage, unauthorized alteration or disclosure;

h) Report any unauthorized access to personal data or other breach of confidentiality (incident) immediately or within 24 (twenty-four) hours in writing/electronically to the person responsible for data processing;

i) In the event of a dispute related to data processing between the person responsible for data processing and the person authorized for data processing, the person authorized for processing is obliged to immediately stop data processing and fully hand over the data in his possession to the person responsible for processing;

j) At the request of the person responsible for data processing, as well as in the case of termination of the relevant agreement for any reason, the person authorized to data process the data is obliged to stop the data processing and immediately or no later than 10 (ten) calendar days (if the said information is of significant volume and/or needs to be searched/collected) must be transferred to the person responsible for data processing delete/destroy the personal data of the person and without the possibility of recovery the personal data transferred/shared to him and the information/documentation containing this data stored in electronic or physical form, if the obligation to keep them is not established by law;

k) For the avoidance of doubt, the parties agree that the conditions specified in subsections "i-j" shall not apply to personal data processed by one of the parties in its capacity as a data controller;

l) The person authorized to data processing is obliged to compensate the person responsible for processing the losses, including any kind of monetary sanction imposed on him, which occurred to the latter as a result of the violation of the requirements stipulated by this agreement and/or legislation on personal data protection on the part of the authorized person.

15.11.3.   Any matter related to the protection of personal data, which is not covered by this agreement, is regulated in accordance with the applicable legislation.

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16.   Amendment to the Agreement

16.1.   The **Bank** may at its sole discretion (without the **Merchant's** further consent) amend the terms and conditions of the **Agreement** (including **Tariffs**) upon sending to the **Merchant** written notification 15 (fifteen) calendar **days** in advance. Furthermore, 15 **days** written notification rule shall not apply in the following circumstances:

16.1.1.   The **Fees** for the **Services** determined under the **Agreement** are changed in favour of the **Merchant**;

16.1.2.   A new Service and/or Banking Product is added to the **Agreement**, that does not substitute or significantly change the Services provided under the **Agreement.**

16.1.3.   The amendment is caused by such changes and/or additions to the regulations of the **International Payment System(s)** and/or **Legislation**, which lead to the need to clarify the terms of this **Agreement.**

16.2.   If the **Merchant** does not agree to the amendments adopted by the **Bank**, he/she/it shall notify the **Bank** in a written form before the effective date of such amendments. The **Merchant's** failure to send such notification shall be considered as his/her/its consent to the amendments;

16.3.   If the **Merchant** expresses his/her/its refusal to the amendments, he/she/it (**Merchant**) may require immediate termination of the **Agreement**.

16.4.   If the **Agreement** is terminated based on the reasons provided hereunder, the **Bank** may request and the **Merchant** shall fully pay all outstanding liabilities (if any) before the **Bank.**

16.5.   The **Bank** shall inform the **Merchant** about amendments (if necessary) by uploading the text of amendments on the **Bank's** web-site - www.libertybank.ge. Furthermore, the **Bank** may inform the **Merchant** about adopted or planned amendments through one or more means of communication determined under Paragraph 18 of the present **Terms and Conditions**. The **Merchant** shall from time to time check the **Bank's** web-site and read uploaded amendments (if any).

17.   Force - Majeure

17.1.   Neither **party** shall be liable for the unfulfillment, untimely and/or improper performance if this unfulfillment, untimely and/or improper performance is caused by the occurrence and/or action of force majeure circumstances (the **Force Majeure Circumstances**). This obligation shall enter into force upon the abolition of the circumstances of force majeure.

17.2.   The **Force Major Circumstances** include emergency events that have arisen after the conclusion of this **Agreement**, without the will of the **parties**, in particular: acts of god and cataclysms, war, civil unrest, decisions of legislative and/or executive bodies, **International Payment Systems** and etc. which makes it impossible to fulfill the contractual obligation of the **parties**.

17.3.   A **party** affected by the **Force Majeure Circumstances** is obliged to immediately notify the other **party** in writing about the force majeure circumstances and their occurrence no later than 3 (three) **Banking Days** after the occurrence of the mentioned circumstances and take necessary measures to reduce the negative consequences caused by these circumstances. Similar requirements apply to notice of termination of force majeure circumstances and their consequences.

17.4.   The existence of the **Force Majeure Circumstances** must be confirmed by a notice issued by an official/authorized body. However, well-known force majeure circumstances do not require written confirmation from any authority.

17.5.   In the event of occurance of the **Force Majeure Circumstances**, the period of fulfillment of the obligations under this **Agreement** shall be extended in accordance with the period of validity of the **Force Majeure Circumstances**.

18.   Communication

18.1.   Unless otherwise specified in the details of the banking product and the **Agreement**, any communication between the **Parties** must be in writing, in Georgian, and provided to the **Party** in **Person**, by a courier (including the registered post and/or court courier), via e-mail, provided that:

18.1.1.   A notification sent by the **Parties** to each other in **Person** and/or sent by a courier shall be deemed delivered on the day of registration of the notification with the **Parties** chancellery;

18.1.2.	A notification sent by the **Parties** to each other via e-mail shall be deemed delivered on the day of receipt of a confirmation from the **Party's** e-mail server (notification about the registration addressee's in the e-mail) and if such delivery is not confirmed, on the following calendar **day**;

18.2.	If the **Party** fails to notify the other **Party** in advance about any changes in contact data provided under the **Agreement** (including any detail in the **Agreement**) and/or the notification would not be delivered because of the **party's** absence at his/her/its address for two consecutive times, any such notification sent by the **party** shall be deemed duly delivered on the following calendar **day** of sending the notification;

18.3.	The **Parties** agree that communication between the **Parties** about the amendment and/or termination of the **Agreement** shall be carried out only in the manner prescribed by this Article.

19.	Final Provisions

19.1.	The **Merchant** unconditionally agrees that the **Bank** may at any time assign, sell or transfer the rights, duties and benefits specified in this **Agreement** to another **Third Party**.

19.2.	The **Merchant** may not fully or partially assign the rights and obligations under the **Agreement** to **Third Person**(s) without a prior written consent of the **Bank**. Any attempt to transfer any rights or obligations under this **Agreement** by the **Merchant** shall be void by the **Bank** and constitute a breach of this **Agreement**. If the **Bank** agrees to the transfer of the rights and obligations under this **Agreement** by the **Merchant**, the **Person** to whom this **Agreement** is transferred shall be deemed to be a party to this **Agreement** from the date when the transfer enters into force. In addition, the **Merchant**, at the request of the **Bank**, is obliged to reimburse the **Bank** and protect the **Bank** from all liabilities, costs, expenses and penalties that may arise from the provision of services by this **Person** to the **Bank**. The transfer of this **Agreement** by the **Merchant** shall not in any case release the **Merchant** from its obligations unless the **Bank** has agreed to such release.

19.3.	If the **Bank** exercises or intends to exercise the right referred to in paragraph 19.2 of this Article, **Merchant** consents to the **Bank** without any restrictions to transfer information about **Merchant** and/or his/her/its account to another **Third Party** or related **Person**. This will not affect the legal rights of the **Merchant**.

19.4.	The **Merchant** hereby irrevocably consents that by sub-agency agreement the **Bank** may assign, transfer or sell its rights, benefits and/or obligations under the **Agreement** to any **Third Party**, without any notification to the **Merchant** and ensure the organization of the services provided by them under this **Agreement** or part of it and ensure that the provision of the services provided by the **Bank** under the **Agreement** will continue uninterrupted.

19.5.	During the term of the **Agreement** and after its expiry (if it is necessary to comply with the requirements of the regulatory legislation) the **Bank** is entitled to request the **Merchant** and in this case the **Merchant** is obliged to provide the **Bank** with any important information related to the **Merchant's** business which includes, without limitation, information about the **Merchant's** property, the **Merchant's** charter, the **Merchant** founders, the beneficial owners, the directors, the affiliates and the **Merchant** branches. The **Merchant** is obliged to notify the **Bank** of any changes (including changes in the corporate structure, the list of **Goods** and/or services implemented and / or to be implemented). The **Merchant** is obliged to protect the **Bank** from any losses that may result from the non-reporting to the **Bank** of any changes in its corporate structure and / or activities. The **Merchant** agrees to provide the **Bank** with its (**Merchant**) financial and operational information, including financial statements, at its own expense upon request by the **Bank**. The **Merchant** also undertakes to carry out at its own expense any reasonable action that ensures the fulfillment of any and all of its obligations under this **Agreement**, at the reques of the **Bank**.

19.6.	The **Merchant** agrees that, based on the appropriate request from the **Bank**, it will provide the **Bank** with its (**Merchant's**) financial and operational information, including financial statements, and information/report on unlawful/illegal **Operations**, at his own expense. The **Merchant** also undertakes, if requested by the **Bank**, to take any reasonable action at its own expense to ensure the fulfillment of any and all of its obligations under this **Agreement**.

19.7.	The **Bank** and the **Merchant** are independent contracting parties under the **Agreement** and this **Agreement** may not be construed as a joint venture between the **Bank** and the **Merchant** and/or the establishment of an agency relationship. Neither **party** has the right to act on behalf of the other **party** in any legal relationship.

19.8.	If any clause of the **Agreement** or part thereof becomes void, null or terminated, such clause or part will no longer be used, which will not affect the legal force of the other clauses of the contract.

19.9.	A notification sent by the **Bank** to the **Merchant** via e-mail has the equal legal force to a notification received in writing.

19.10.	If the **Bank** fails to exercise any of its rights under the **Agreement**, this will not be a waiver of the **Bank's** rights and will not prevent the **Bank** from exercising such right later.

19.11.	All Annexes attached to the **Agreement** shall constitute an integral part thereof.

19.12.	The legal address of the **Bank** is considered to be the place of performance of this **Agreement** by the **Parties**.

19.13.	This **Agreement** prevails over all other agreements between the **Parties** on the same and similar services described herein.

19.14.	These **Terms and Conditions** were prepared in English language and the **terms and conditions** are available on the **Bank's** web-site www.libertybank.ge. In case of the **Bank's** consent, the **Agreement** may be executed in any other language. In such case, the Georgian counterpart of the **Agreement** and the terms and conditions thereof shall prevail over the **Agreement** and the terms and conditions executed in any other language.

E-commerce service agreement Terms and conditions
Annex #1
Additional obligations of the Merchant when using E-commerce

The Merchant is obliged to:

1. The **website** should clearly define:
   - Full name and address of the **Merchant** (in case that **E-commerce services** are provided through a **Trading Platform**, **Trading Platform Organizer** and **Trade/Service Facility**);
   - Terms of payment;
   - **Bank**, Visa, Mastercard and Union Pay logo;
   - Detailed description of **Products/Services**;
   - Amount to be paid and currency;
   - Internal policy;
   - AML policy;
   - **Transaction** cancellation and **Refund** policy;
   - Security policy;
   - Contact information.
2. To follow the conditions indicated on the **website** and to accept and fulfill the order only within the given conditions and the scope of its activities;
3. Before carrying out the **Card** operation, make the amount of the operation visible to the payer through the screen of a computer, phone, tablet or other device;
4. Accept payment and serve the **Client** only upon **Receipt** of a confirmed authorization from the **Issuer** Bank;
5. Develop additional control methods upon detection of any suspicious activity/behavior. Especially if:
   - The **Transaction** is being carried out with a newly registered **Card** (for example, a request for information on any details of the blocked amount);
   - More orders than normal are made;
   - An order is placed at a non-standard time of the day, with a request for immediate delivery;
   - Any inconsistencies in the **Client's** data are recorded.
   - More **Transactions** than normal are recorded with one **Card** in a short period of time;
   - Orders made with several **Cards**, the delivery of which is requested to the same address;
   - **Transactions** are completed with the same or almost the same (similar) **Card** numbers and have the same billing address, while the delivery addresses are different;
   - **Transactions** are carried out with several **Cards** from one IP address;
6. In case of carrying out an operation with a **Card** instrument, generate an electronic **Receipt** confirming the operation, which should include the following details:
   - Full name and address of the **Trade/Service Facility** (city, country);
   - Name of the provider (acquirer);
   - Date and time of the operation;
   - **Merchant website** address;
   - Operation amount and currency;
   - **Card** operation confirmation code;
   - **Card** details (incomplete **Card** number or corresponding **Token**).
7. To prevent **Disputes** related to fraudulent **Transactions**:
   - Have a defined KYC policy;
   - To develop a fraud management mechanism;
   - During the purchase operation and/or user registration, it is necessary to obtain electronic **consent** from the **Client** to the internal rules and conditions on the **website**;
   - When detecting any suspicious behavior, provide timely feedback and verify the transaction with the servicing bank;
8. Produce and provide the **Bank** with reports on unlawful/illegal operations known to him, as well as violations of the rules and requirements of **International Payment Systems**;
9. Not to process the **Authorization** before the delivery date of the **Goods/Services** and to deliver the **Goods/Services** within a maximum period of 7 (seven) calendar days, otherwise the **Transaction** may be subject to appeal;
10. Within 1 (one) calendar day after placing the order, send the **Client** an order confirmation letter regarding the details of the order and terms of delivery by e-mail;
11. Depending on the specifics of the business, it is necessary to use the act of acceptance, where the **Services** provided and the receiving **Person** will be fully identified, which will be confirmed by a signature;
12. In order to avoid any **Dispute**, within a period of at least 13 (thirteen) months from the date of the **Transaction**, if no other period is determined by the **Regulation of the Internation Payment System**, be able to provide the following details about the purchase operation performed on its **website** to the **Bank**:
    - Username, surname, personal number, e-mail, Postal address, **Telephone** number of the **Customer**;
    - Order delivery place, date, time;
    - Documentation/visibility related to order **Receipt** and delivery;
    - Complete correspondence with the **Customer** regarding the order;
    - **Product/Service** description;
    - IP address of the buyer;