Banking Service Terms and Conditions for Legal Entities

Approved by the order of the Head of the Legal Department of JSC Liberty Bank on January 26, 2022 / The last changes were made by the Order of November 02, 2026 of the Head of the Legal Department

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Part I

1. Preamble

1.1. The present document constitutes the standard terms and conditions of a banking service for legal entities (hereinafter the "**Terms and Conditions**"), which provide the description of banking products and services and rights and obligations of the **Parties** as a result of using such products and services.

1.2. The relations between the **Bank** and the **Client** shall be regulated under the agreement (hereinafter the "**Agreement**") which consists of:

1.2.1. **Agreement** on **Banking Operations** concluded between the **Parties** (if any);

1.2.2. The **Application(s),** which is agreed by the **Client** with signature and/or any other form specified by the **Bank**;

1.2.3. Fees determined by the **Bank**, which constitute the annex to the present **Terms and Conditions;**

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

1.2.5. Terms and Conditions of the **Bank Card** security, including changes/additions made therein, available on the **Bank's** official web-site www.libertybank.ge

1.2.6. The Data Protection Policy of the Bank, which is available on the Bank's website www.libertybank.ge;

1.2.7. Any additional terms and conditions, annex and/or application (if any) concerning current and/or future product or service offered by the **Bank** and that will be necessary for using any other additional banking service(s) and/or banking service(s) determined hereunder;

1.3. In case of controversy between the present **Terms and Conditions** and any Annex to the **Agreement** and/or other documents associated thereto, the terms of such Annex and/or other related documents shall prevail with regard to the issues regulated by such Annex and/or other documents associated thereto.

1.4. In order to receive the service determined under the present **Terms and Conditions**, the **Client** shall:

1.4.1. Carefully read the **Terms and Conditions** for using any and all services;

1.4.2. Fully complete and sign or consent in the form prescribed by the **Bank** the **Application** and/or relevant **Banking Service Agreement,** thereby confirming and guaranteeing that: (a) the **Application** form and/or relevant agreement is completed in full; (b) the information provided to the **Bank** is complete and accurate; (c) has carefully read the **Terms and Conditions** prior to signing/consenting to the relevant **Application/**agreement;

1.4.3. Submit to the **Bank** all the necessary documents and/or information defined by the legislation and/or the **Bank**;

1.4.4. Perform any other action(s) defined by the **Bank** for client identification;

1.5. Services offered by the **Bank** to the **Client** are set out (but are not limited to) in the present article. The product(s), service(s) and/or remote channels may be obtained by the **Client** both by the combinations established by the **Bank** in the tariff package(s) and by purchasing a separate service and/or banking product:

1.5.1. **Account** opening and payment services;

1.5.2. **Business Card;**

1.5.3. **SMS Bank;**

1.5.4. **Internet Bank;**

1.5.5. **Mobile Bank;**

1.5.6. **Banking Card 3D security service;**

1.5.7. Payroll project service;

1.5.8. Foreign exchange service;

1.6. If the **Client** does not have the right to use any of the products and/or services listed in paragraph 1.5 the clauses describing such products/services will not be applicable to him/her/it. These clauses shall become applicable after the **Client** is granted the right to use the relevant product and/or service.

1.7. The **Bank** reserves the right to refuse providing any of the service(s) to the **Client** if the **Client** fails to duly complete, sign/consent (in the form defined by the **Bank**) and/or submit any of the documents/information requested by the **Bank** in the form and content acceptable to the **Bank** and/or has not passed the identification/authentification process/procedure in accordance with the rules established by the **Bank**.

1.8. The **Bank** will start providing banking service(s) to the **Client** after the **Client** signs (accepts in the form defined by the **Bank**) the **Application** form and/or **Banking Service Agreement** and submits the documentation required by the **Bank** and/or fully completes the process established by the **Bank** for receiving relevant product(s)/service(s). Furthermore, if the **Application** is not required for using any banking service(s)/product(s), the **Client** is authorized to use such service(s)/product(s) according to the rules established by the **Bank**, to which automatically applies the rules established for the relevant product(s)/service(s) by the present **Terms and Conditions**. The **Bank** may, at its sole discretion, decline the **Client's Application** without providing any reason(s) for refusal.

1.9. The **Account** for the **Client** can be opened by applying to the **Bank** remotely by following the procedures set forth by the **Bank**. In this case, using the **Account** is allowed subject to the restrictions established by the **Legislation** and **Terms and Conditions.**

1.10. Electronic consent/expression of will (for example pressing the consent button on the screen, dictating to the **Bank** a one time password sent to the mobile phone number and/or other action which clearly expresses the **Client's** will) between the **Parties** or any agreement concluded between the **Parties** through electronic facilities (including without any limitation giving electronic consent/acceptance for the execution of the agreement) has the same legal power as if such consent was expressed on a material document (equal legal force of a personal signature on a material document);

1.11. The **Bank** is authorized to examine any information provided to it (the **Bank**) by the **Client** and/or any information obtained by any other means, on which the **Client** gives its unconditional and unequivocal consent.

1.12. Using any of the product(s) and/or service(s) (or a part thereof) by the **Client** upon the **Bank's** approval shall be considered as the **Client's** consent to use such product(s) and/or service(s) (or a part thereof) in accordance with the terms described in the present **Terms and Conditions**.

1.13. The **Bank** may at any time, at its sole discretion, without the **Client's** further consent suspend or terminate offering/providing to the **Client** any or all product(s)/service(s) defined by the present **Terms and Conditions.** Such action by the **Bank** shall not be considered as a violation of terms of the **Agreement** by it (the **Bank**)**.**

1.14. If the **Client** does not use the requested and activated banking product/service within 6 (six) months, the **Bank** is entitled to unilaterally terminate/suspend the services related to the relevant banking product to the **Client**. Termination/suspension of services related to one of the banking products does not result in termination of services of other applicable banking products. In addition, if the **Client** has only one active banking product, the Bank is entitled to unilaterally terminate the **Agreement**in case of termination of such active product.

1.15. The **Client** is entitled to apply to the **Bank** for termination of use of any product(s)/service(s) according to the rules established by the **Bank**. At the same time, the **Bank** is authorized to refuse the **Client's** request on termination in case it (the **Client**) has any unfulfilled obligation to the **Bank**.

1.16. The **Bank** reserves the right to unilaterally amend the provisions of present **Terms and Conditions** and/or the rules and/or fees, set forth in other constituent document(s) of the **Agreement** in order to bring them in compliance with the new rules established in the **Bank**, changed market conditions, banking practices and/or regulatory legislation.

1.17. The **Bank** shall notify the **Client** of any change/update of the present **Terms and Conditions** in accordance with the rule determined by the **Bank**. If the **Bank** launches other product and/or service, the **Client** may use such product and/or service by filling in the relevant **Application(s)** and/or receipt of the relevant Annexe(s) and/or through other means determined by the **Bank** including without any limitation through the **Client's** electronic consent. If the **Bank** fails to submit relevant Annex and/or the **Client** fails to read the updated provisions but nevertheless starts/continues using such new or updated product/service that shall be considered as the **Client's** consent to the Terms and Conditions, then applicable at the **Bank**.

2. Term Definitions

2.1. Unless otherwise provided hereunder and/or the context provides otherwise, the terms below shall have the following meanings:

2.1.1. **Authorisation** – an acceptance on performance of the transactions referred to in the **Agreement**;

2.1.2. **Statement -** information on the **Transactions** performed on the **Client's Account** and balances available thereon in the manner approved by the **Bank;**

2.1.3. **Account –** the **Client's** bank account(s) with the **Bank;**

2.1.4. **Affiliates –** the **Person(s)** associated with the **Bank** and directly or indirectly controlled by the **Bank** or/and through whom the **Bank** provides the service set forth under the **Agreement;**

2.1.5. **Bank** – JSC Libery Bank (Identification number: 203828304), which is a **Party** to the **Agreement**;

2.1.6. **The Bank's Commercial Currency Exchange Rate** – currency exchange rate determined by the **Bank** that is to be used for currency exchange transactions made through wire transfer and in cash. Currency Exchange Rate determines the price of one unit in the currency that is to be purchased in the currency that is used for such purchase. The **Bank** determines the **Currency Exchange Rate** at its sole discretion once or many times every day. Furthermore, the **Bank** may at any moment determine different **Commercial Currency Exchange Rates** for different transactions (for example, **Commercial Currency Exchange Rate** for wire transfer and cash payment or for fulfilment of card transactions may be different at any given time).

2.1.7. **Automatic Teller Machine (ATM)** - a self-service electronic software-technical device, which allows the **Client** and/or **Cardholder** to withdraw/deposit cash, activate loan/overdraft, transfer funds, obtain information about the balance on the bank account, make payments and perform other transactions permitted for this channel by the **Bank**.

2.1.8. **Card** or **Banking Card** – the bank card issued by the **Bank** (including, business card and/or any other bank card issued by the **Bank** in the future), means of payment, which is linked to the **Client's** account and which is used by the **Client** and/or the **Authorized Person** defined by the **Client** in accordance with the present **Terms and Conditions** and the general rules of **Card** using applicable at certain period of time.

2.1.9. **Card Holder –** a natural person, in whose name the **Card** is issued and who is entitled to dispose the **Card** and relevant **Account(s)**.

2.1.10. **Application –** written information/application created by the **Bank** using a material document, electronic, optical or other similar means and provided to the **Client** about using banking product and/or service, which is consented by the **Client** by signature, electronic form (electronic consent), dictating/indicating one time password to the **Bank** and/or in any other form defined by the **Bank**, which is deemed to have an equal legal force to the **Client's** consent/expression of will on the material document. The **Application** is annex to the **Agreement** and is considered integral part thereof.

2.1.11. **Representations and Warranties -** representations and warranties of the **Client** indicated in article 3 of the **Terms and Conditions**.

2.1.12. **Instruction** - any request, payment order and/or duty which the **Client** and/or authorized person determined by the **Client** gives to the **Bank** directly or/and through the **Remote Banking Service** according to the present **Terms and Conditions**;

2.1.13. **Annex** - any appendix attached to the **Terms and Conditions,** an application defined by the **Bank** or any additional annexes executed by the **Parties** which specifies, modifies or/and terminates the **Agreement** or/and its terms and conditions and is the integral part of the **Agreement**;

2.1.14. **Related Agreement** - for the purposes of Article 11 of these **Terms and Conditions**, a Related Agreement is a contract concluded with the **Client** for the use of a product that the **Client** could not have used independently, without the product for which he exercises the right of repudiation established by the regulation.

2.1.15. **Processing** or **Data Processing** - defined in accordance with the paragraph 13.3.1 of these **Terms and Conditions;**

2.1.16. **Remote Banking Service** – banking service enabling the **Client** to perform banking **Transactions** or have access to any information on its account without visiting the **Bank** (Remote banking includes (but is not limited to) Internet Bank, SMS Bank, etc.);

2.1.17. **Verified number –** The mobile phone number indicated in the relevant **Application** by the **Client,** which is verified in accordance with the procedures established by the **Bank** and is used by the **Bank** at its (**Bank's**) sole discration for communication with the **Clients,** for sending information related to banking service and/or for rendering banking service(s)/product(s) (including for performing **Transactions**) on the basis of sent consent codes.

2.1.18. **Overspending** or **Overlimit –** Debit balance(s) available on one or more sub-account of the **Client's Account** which occurred without the **Bank's** prior consent;

2.1.19. **Intellectual Product** – intangible property to which applies property and personal non-property rights prescribed by intellectual property law standards provided under the **Legislation**;

2.1.20. **Internet Bank –** the service offered by the **Bank** under the **Client's Application** on the basis of which the **Client** has access to the appropriate information using its personal computer, modem and/or any other similar facility acceptable to the **Bank** and gives **Instructions** to the **Bank** for performance of the **Transactions** defined by the **Bank** with respect to the **Account(s)**;

2.1.21. **Internet Bank User** or **User– Internet Bank** user registered/added on the basis of the relevant **Application**, which is **Authorised Person** and is entitled to use **Internet Bank** in accordance with the Terms and Conditions and rights/obligations set out in the present **Terms and Conditions** and **Application.**

2.1.22. **Legislation** - the integrity of applicable legislative and regulatory normative acts of Georgia as well as the international agreements and covenants of Georgia implemented in the system of normative acts of Georgia;

2.1.23. **Client** - a legal entity, a natural person conducting entrepreneurial activities and/or other organizational/unregistered entity(s) established under the **Legislation**, which uses banking services and/or applies to a **Bank** to use banking services(s)/product(s) and/or for carrying out a banking operation in accordance with this **Terms and Conditions**.

2.1.24. **Access Code(s) –** password and/or the **Client's** identification code or integrity thereof or any other confidential information which the **Bank** provided/may provide to the **Client** for using the **Remote Banking**;

2.1.25. **Confidential information** - unless present **Terms and Conditions** provides otherwise, any information/documentation (including the information/documentation about **Transactions** performed by the **Client,** the personal, partnership, financial data of a **Party**, **Party's** owner(s)/manager(s)/associates(s), contract(s) with **Third Parties**, owned movable or/and real property, business processes/procedures, marketing strategy, project(s) or/and other data) of one **Party** received, processed, created or/and sent by the other **Party** as a result of the execution or/and performance of the **Terms and Conditions** or/and other important information/documentation;

2.1.26. **Current Account –** the **Account** of the **Client** on which the **Client's** funds are recorded and which is managed by the **Client** for performing **Transactions** or for any other purposes.

2.1.27. **Mobile Bank** – one of the remote banking channels enabling the **Client** to obtain different information and perform certain **Transactions** using the **Mobile Telephone** and the **Bank's** appropriate application without visiting the **Bank**;

2.1.28. **Mobile Telephone** – a telephone connected to the cellular network;

2.1.29. **Third party/party(ies)** - any **Person** which is not a **Party** to the **Agreement**;

2.1.30. **Party/Parties** – the **Bank** or/and the **Client** as per context;

2.1.31. **Nominee Account - Account** used to collectively record funds transferred to the nominal ownership of the **Client**.

2.1.32. **Online transaction(s)** - transaction, which is confirmed or denied by the issuer or by the relevant card scheme on behalf of the issuer.

2.1.33. **Offline transaction(s)** – transaction, which is confirmed or denied without contacting to the issuer.

2.1.34. **Transaction(s)** – any banking transaction allowed by the **Legislation** related to the **Accounts** maintained with the **Bank** and which may be performed according to the **Instructions** of the **Client** and/or authorized person (including by the **Cardholder** and/or **Authorized Person**) defined by the **Client**, directly, or using the **Remote Banking Service**;
2.1.35. **Personal Data -** any information connected to an identified or identifiable natural person. A person shall be identifiable when he/she may be identified directly or indirectly, in particular by an identification number or by any physical, physiological, psychological, economic, cultural or social features specific to this person;
2.1.36. **Penalty (Fine) –** the sum specified under present **Terms and Conditions** subject to payment by a **Client** as a result of its partial and/or total default;
2.1.37. **Direct Marketing -** direct delivery of information by phone, mail, e-mail or other electronic means in order to form, maintain, realize or/and support interest in an individual or/and legal entity, product, idea, service, work or/and undertaking, as well as image and social topics;
2.1.38. **Person/Persons** - individual(s), legal entity(ies) (including the legal entity(ies) of public law), non-commercial (non-profit) legal entity(ies) or/and other organizational/non-registered formation(s) established according to the **Legislation**;
2.1.39. **Profiling** - any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements;
2.1.40. **Recurrent Payments –** Payment(s) made from the **Client's Account** at intervals and period of time (not more than 1 year) defined in accordance with the merchant's request/standing order on the basis of the prior consent and the **Card** details provided from the **Client** to merchant;
2.1.41. **User Role(s)** - a set of rights for **Internet Bank User** defined by the **Client** in the relevant **Application**. The functions available for each **User** while using **Internet Bank** are established in accordance with such role(s).
2.1.42. **Bank Card 3D Security Service** or **3D Security –** a service, that aims to ensure secure execution of transactions through the internet with the **Card** envolved in VISA or MasterCard international payment system;
2.1.43. **Banking Day** – the part of working day established by the **Bank** (other than the day-off determined by the **Bank** or/and provided by the **Legislation**) during which the **Bank** provides the bank service;
2.1.44. **Agreement on Banking Operations** – the agreement on banking service (if any) signed by the **Parties,** to which, the present **Terms and Conditions** is annexed.
2.1.45. **International Interbank Transfer system (SWIFT)** - Communication and banking infrastructure for international settlements and monetary transfers between financial institutions, used for exchanging interbank instructions and executing **Transactions** through correspondent accounts.
2.1.46. **Working Day –** weekdays, from Monday to Friday, except for the holidays established by the **Bank** and/or **Legislation.** In addition, the duration of working days and hours established in the **Bank**, when it is possible to receive the **Client's** payment order, is given in the relevant Annex of the **Terms and Conditions**;
2.1.47. **Sanctioning Authority** - the executive/legislative/judicial authority of any state and/or union of states, central bank, state body, legal entity of public law, self-governing body, supervisory/regulatory/controlling body, (including, without limitation, the United States Foreign Assets Control Service, United Kingdom Financial Sanctions Implementation Service, European Union and/or United Nations Security Council and/or any of their legal successors), as well as any international/supranational organization, international payment system, financial institution and/or other authorized body that, within the scope of its activity, will impose any kind of financial sanction(s) and/or other type of restriction(s)/ban(s)/embargo(es) on the **Client**/persons related to the **Client**, any field of trade/service and/or on other field of activity.
2.1.48. **Payment System of the National Bank of Georgia (RTGS)** - The real-time payment system that ensures the processing and settlement of transfer **Transactions** in accordance with the rules established by the National Bank of Georgia and in compliance with international standards.
2.1.49. **Authorised Person –** the representative of the **Client**, which is authorised to perform operations on behalf of the **Client** via **Remote Banking Service** channels.
2.1.50. **Force Majeure/Force Majeure Circumstance(s) –** the acts of God, natural disasters, cataclysms, war, civil riots, strike, lockout, quarantine, decisions of the legislative, executive authority and/or self-governance, international payment systems, cyber attack, delays from the **Bank's** suppliers ect. which: (a) are not connected with the action or/and omission of the **Parties**; and (b) makes impossible the complete and proper performance by the **Parties** of obligations due under the **Agreement**;
2.1.51. **Agreement –** (a) **Agreement on Banking Operations** executed between the **Parties** (if any) and any annexes thereto; (b) present **Terms and Conditions;** (c) any additional **Application(s), Annex(es)** thereof which has been/will be entered into in connection with the **Agreement** and which is the integral part thereof;
2.1.52. **B-match** - Bloomberg trading system platform, through which the **Bank** submits an application to buy and/or sell foreign currency on its own behalf and/or upon the instruction of the **Client**, which is automatically satisfied by the trading system in case exchange rates are matched;
2.1.53. **SMS –** a short text message, created, received or/and sent using electronic facility;
2.1.54. **SMS Bank -** one of the **Remote Banking Service** channels enabling the **Client** to obtain different information and perform certain **Transactions** using the **Mobile Telephone** without visiting the **Bank**.

3. Representations and Warranties

3.1. The **Client** represents and warrants, that:
3.1.1. He/She/It is a legally capable **Person** which has obtained all necessary authorisations, permits or/and authorities (powers) for expressing consent/will on the **Application(s)** defined by the **Terms and Conditions** and/or any on other integral document;
3.1.2. The execution and/or performance of the **Terms and Conditions** does not contravene the law (including the law of the **Client's** jurisdiction), international norms, **Client's** statute, charter, decisions, constitutional and/or other documents; does not cause the breach of liability(-ies) undertaken/specified under other contractual relations and does not give rise to **Third Party(ies)** to challenge the **Agreement**;
3.1.3. By the date of expressing consent to the **Terms and Conditions,** he/she/it has not been informed about existence of any **Force Majeure** circumstance(s) which make impossible the complete and proper performance of due liabilities of the **Parties** under the **Terms and Conditions**;
3.1.4. The **Client/**the **Authorized Person** defined by the **Client** does not participate in any litigation or arbitration as a defendant or a third party which prevents the **Parties** from the complete and proper performance of liabilities under the **Terms and Conditions**;
3.1.5. The information provided to the **Bank** with the purpose of execution of the **Terms and Conditions** is true and accurate and the **Company** documents (including above all the charter, constitutional document(s), authority (power of attorney) and ect.) recorded in the **Application** and/or in any form with the **Bank** by the **Client/Authorized Person** defined by the **Client** represent the complete and effective edition thereof and the **Client** is responsible for informing the **Bank** about the cancellation/change of the aforementioned documents in the manner established by the **Bank**, otherwise the **Client** will be responsible for any damage/loss caused to the **Client** as a result of the banking services provided by the **Bank** based on the aforementioned documents;
3.1.6. The **Client/**the **Authorized Person** defined by the **Client** is not involved, directly or indirectly, in any illegal activity (including, money laundering, arms trafficking, drugs trafficking or/and terrorism) that contradicts the law of any jurisdiction (including the law of jurisdiction of the **Client's** resident country);
3.1.7. By the moment of executing/signing the **Terms and Conditions** and/or any other contract concluded with the **Bank** and for their entire effective term, he/she/it fulfills/will fulfill the terms of any agreement and/or other covenants, and/or other commitments, disregard of which may have adverse effect on carrying out of obligations assumed by the **Client** under the **Terms and Conditions** and/or any other contract concluded with the **Bank**;

3.1.8. By the moment of executing the **Terms and Conditions** and/or any other contract concluded with the **Bank** and for their entire effective term, he/she/it fulfills/will fulfill the terms of any agreement and/or other covenants, and/or other commitments, disregard of which may cause material or other damage/loss to the **Bank** and will protect the **Bank** from such damage/loss.

3.1.9. For the entire period of the conclusion and validity of this **Terms and Conditions** and/or any other agreement/contract concluded with the **Bank**, he/she will not take any actions that may cause any kind of damage/loss to the **Bank**, and in the event of such a result, he/she/it acknowledges the **Bank's** authority to use the measures specified by the **Legislation** and/or in this **Terms and Conditions**.

3.1.10. Is not subject to any sanction and/or restriction/prohibition (taking into account amendments made thereto from time to time) required by the **Sanctioning Authority.**

3.1.11. His/her/its actions are/will not be intended to deceive the **Bank**. Taking into account this principle, the document and/or information submitted by him/her/it to the **Bank** for the purpose of execution and/or implementation of the **Terms and Conditions** and/or any other agreement concluded with the **Bank**, is/will be true, correct and complete at the moment of submission. Also, he/she/it is aware that submission of fraudulent documents and/or information represents the punishable offence according to the **Legislation**;

3.1.12. Has not directly or indirectly paid or received (or has been involved in any deal which provides for the payment or receipt of) any illegal and/or hidden commission fee, bribe or compensation which may be related to the **Agreement** and/or any other agreement concluded with the **Bank**.

3.1.13. During execution of the **Terms and Conditions** there was no coercion, deception and/or threat towards the **Client/**the **Authorized Person** defined by the **Client** and/or its relatives from the side of the **Bank** and/or **Third Party(ies);** the **Bank** has not taken advantage of the grave financial condition of the **Client** and it is not a victim of the **Bank's** misuse of market powers;

3.1.14. Has fully read and completely agrees with the terms of the **Agreement** and any integral document, including service fees and hereby certifies that the penalty (if any) referred to in the **Terms and Conditions** is not inadequately high;

3.1.15. If the **Client** enters into a foreign exchange transaction, he/she/it further declares and guarantees that he/she/it has sufficient knowledge and experience in financial and business matters and credit risk determination and that it is able to assess the essence, risks and appropriateness of the foreign exchange transaction. The **Client** is aware of and agrees that he/she/it knows, is aware of and can assume the risks associated with the foreign exchange transaction based on the **Client's** financial conditions. The **Client** acknowledges and agrees that he/she/it has sufficient access to the information and that it has consulted with its legal, tax, business, investment, financial advisors and accountants to the extent that he/she/it deems necessary and has made/will decide on the foreign exchange transaction based on its own (the **Client's**) conclusions and the advice of the consultants and not based on any views expressed by the **Bank**.

3.1.16. The **Client** confirms that has fully familiarized itself with the Data Protection Policy, and its amendments, which are posted on **Bank's** website https://www.libertybank.ge/en/samartlebrivi-inpormatsia/monatsemta-datsvis-politika .

3.2. The **Representations and Warranties** are valid until full and proper performance of the obligations under the **Agreement**, regardless of the complete or prtial termination of the **Agreement.**

3.3. The **Client** undertakes to notify immediately the **Bank** about any circumstance(s) which can cause the breach of any **Representations and Warranties** specified in the **Terms and Conditions** and/or any obligation(s) under the **Agreement**.

3.4. The **Parties** understand and agree that they are executing the **Agreement** on the basis of **Representations and Warranties** and consider them as the essential terms and conditions of the **Agreement**. Consequently, the breach of **Representations and Warranties** provided under the **Agreement** will be the adequate ground for the unilateral termination of the **Agreement** by the **Bank**.

3.5. The **Client** ensures by all means that the related person(s) (which includes, without any limitation, the **Cardholder(s)**, the **Authorized Person(s)** and/or any **Third Party** acting on behalf of the **Client**) do not perform such an action that would result in a breach of the **Representations and Warranties** and/or any other obligations set forth in this document during the entire term of the **Agreement**.

3.6. In case of breach of said **Representations and Warranties** (without limiting the **Bank's** right to claim compensation for damages caused by such breach of **Representations and Warranties**), the **Client** agrees to indemnify the **Bank** and hold the **Bank** harmless from any loss (which includes - without limitation - consequential damages), claims, costs (which includes - without limitation - the costs incurred by the **Bank** in exercising its rights), legal proceedings and any other liability that may arise as a result of such breach, if the **Client** fails to remedy the breach within 10 (ten) **Banking Days** after receiving notice of the breach. To ensure the purposes of this clause, the **Client** acknowledges the **Bank's** right to block/close any of the **Client's** accounts without prior notice, to block/restore/write off funds from any of the **Client's** accounts and to apply said funds to cover debts owed to third parties or the **Bank** (if any).

4. Service Fees

4.1. Financial relations between the **Bank** and the **Client** shall be fully regulated in accordance with the fees determined by the **Bank** and/or special tariff conditions signed between the **Parties,** which were transferred to the **Party** and which may differ from the **Tariffs** attached to these **Terms and Conditions**;

4.2. The **Client** shall pay to the **Bank** the fee established at the **Bank** at the moment of using subsequent producs/services for using one of the products/services prescribed under Paragraph 1.5 of the present **Terms and Conditions**;

4.3. The **Bank** may at its sole discretion unilaterally change the applicable fees. The **Bank** will notify the **Client** on such changes in advance according to the rules established by the present **Terms and Conditions** either directly, or through the **Bank's** informational materials;

4.4. Unless otherwise defined by the present **Terms and Conditions,** the **Bank** may debit the **Client's Account** in the amount of the payable service fees without the **Client's** prior or further approval;

4.5. The service fee shall be debited/deducted from the **Clients Current Account** and/or any other account(s) opened by the **Client** in the **Bank,** including through conversion, according to the **Banks's Commercial Exchange Rate** applicable on the conversion date.

4.6. **Client's** failure to pay any of the service fees, enables the **Bank** to suspend and/or terminate the **Client's** right to enjoy the service(s) provided under the **Terms and Conditions.**

4.7. Unless otherwise provided under the **Terms and Conditions,** the service fees shall be paid as follows:

4.7.1. If the date of payment of the service fees coincides with a non-banking day, the service fees shall be debited (paid) on the next **Banking Day**.

4.7.2. If the date of payment of the service fees coincides with the last day of the calendar month, the service fees shall be debited (paid) on the last **Banking Day** of the calendar month.

4.7.3. If the service fees have not been paid for the year, the **Bank** may stop the accumulation of the **Client**'s debts.

4.7.4. The **Client** will not be refunded in case of refusal of product(s)/service(s) by the **Client**, after purchasing product(s)/service(s).

4.7.5. **Client's** failure to pay any of the service fees, enables the **Bank** to suspend or/and terminate the **Client's** right to enjoy the service(s) provided under the **Terms and Conditions.**

4.8. If the **Client** has outstanding liabilities towards the **Bank**, the **Bank** will firstly deduct the appropriate amount from the **Client's Account** to repay the liabilities. Only after covering such liabilities can the **Client** dispose of the remaining funds at its own discretion.

4.9. Outstanding liabilities of the **Client** towards the **Bank** will be covered in the order defined by the **Bank**. The standard sequence of debt payment is as follows:

4.9.1. Service fees defined by the present **Terms and Conditions** (if any);
4.9.2. The credit debt (if any) – including credit card, overdraft and other credit products;
4.9.3. **Overspending** (**Overlimit**) percent (if any);
4.9.4. Any other liabilities (if any) of the **Client** before the **Bank**;
4.10. For the avoidance of any doubts, the standard sequence of debt repayment set forth in Paragraph 4.9 of this **Terms and Conditions** does not exclude the **Bank's** right to repay the **Client's** debt in any other order at its sole discretion.

5. The Terms of Receipt and Fulfilment of Instructions

5.1. The **Bank** shall fulfil the payment **Transaction** based on the **Instruction** given by the payer or the payment receiver. The **Instruction** may be given both in a printed and/or electronic form;
5.2. The **Bank** will accept and fulfil the payment **Instruction** only if the requisites determined by the **Bank** have been fully submitted by the payer or the payment receiver;
5.3. The **Client** acknowledges and agrees that the receipt of a payment **Instruction** by the **Bank** does not automatically mean the fulfilment of payement **Transaction** and fulfilment of the payment **Transaction** is subject to certain terms which depend on the type of the payment **Transaction**;
5.4. The period of time set forth by the **Bank** for receipt of **Instructions,** as well as for the fulfilment of such **Instructions** are determined under **Appendix** to the **Terms and Conditions**.
5.5. The execution of a transfer **Operation** initiated by the **Client** through the **Payment System of the National Bank of Georgia (RTGS)** is subject to the time limits established by the system operator. The **Bank** shall not be held liable for any delay in the execution of such **Operation**.

6. Liabilities of the Parties

6.1. The **Parties** undertake to compensate each other for the damage(loss) caused as a result of non-fulfillment or improper fulfillment of the **Terms and Conditions** in accordance with the rules established by the **Legislation** and/or by the **Terms and Conditions**. For the avoidance of any doubts, the **Client** shall be responsible for any consequences arising out of the actions taken by any **Person** (including, without limitation, the **Cardholder(s)**, **Authorized Person(s)** and/or other **Third Party(s)**) acting on behalf of the **Client.**
6.2. In order to ensure complete and proper performance of obligations assumed by the **Client** under the **Terms and Conditions/Agreement**, it gives a preliminary consent and full authority to the **Bank** to do the following at its sole discretion:
6.2.1. Block and debit all payables (including without any limitation penalties, compensation for damage/loss etc.) from the **Client's** any **Account** maintained with the **Bank** without its further acceptance and direct such sums to cover/reduce the existing liabilities (both due and undue);
6.2.2. Convert the funds at then applicable **Commercial Currency Exchange Rate** and debit from the **Client's** account conversion fee without further approval of the **Client** if the amount to be paid and the amount available on the **Bank Account** are in different currencies;
6.2.3. Suspend the provision of service prescribed under the **Terms and Conditions,** in case of partial and/or total default or a threat of default of the obligations provided under the **Terms and Conditions** and/or other agreements made with the **Bank** (including and not limited to the obligation(s) provided under Credit or/and Collateral Agreement(s)) by the **Client**;
6.2.4. Determine at its own discretion the sequence and order of repayment of the due or overdue liability(s)/payment(s) to the **Bank** in case the **Client** has several liabilities/payments to the **Bank**.
6.2.5. Deduct the **Client's** liabilities before the **Bank** with the **Bank's** any liability before the **Client**, which includes, without limitation, the right of the **Bank** to count (deduct) any amount owed to the **Client** to the appropriate amount in the liabilities/payments account to be performed by the **Client**.
6.3. Unless otherwise prescribed by the **Legislation**, the **Bank** shall not be liable to verify whether the **Instructions** submitted to the **Bank** is in compliance with the law (including the laws of the **Client's** country). The **Client** shall be liable for any loss or liability incurred as a result of performance of the **Instructions** being in conflict with the law.
6.4. While transferring information, including **Personal Data** of any **Third Party(ies)** (including **Authorized Person(s), Cardholder(s),** persons involved/to be involved in **Bank's** payroll project**,** persons indicated in the register/list provided to the **Bank** for the purposes of performing package transfer service) to the **Bank,** the **Client** is responsible for obtaining any necessary consent/approval of the data subject(s) on the transferring their personal data to the **Bank** and on the processing of such data by the **Bank.** Submitting such information to the **Bank** (or to the authorized person of the **Bank**) shall imply that the **Client** has obtained consent from the relevant person(s) and does not require the **Bank** to seek such confirmation. The **Client** is solely responsible for any damage/loss incurred to the **Bank** as a result of the **Client's** non-fullfilment or improper fulfillment of such liability. The **Client** agrees to imdenify and compensante the **Bank** from any damage (including without limitation consequential damage), appeal, cost (including without limitation costs undertaken by the **Bank** to exercise its rights), legal proceeding and from any other obligation, that may be caused as a result of such violation. In addition, the **Client** is obliged to compensate the **Bank** for any financial sanctions resulting from the breach of the Georgian Law on The Personal Data Protection, including the fines imposed by the regulator for the absence of the consents defined in the present provision.

7. Limitation of Liability

7.1. Considering that the **Bank** provides the **Client** with the banking services upon the **Client's** instruction, the **Client** hereby irrevocably agrees to indemnify and keep the **Bank** indemnified at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by the **Bank** on account of any claims, actions, suits or otherwise instituted by the **Client**, or any **Third Party** whatsoever (including, without limitation the **Cardholder(s)**, **Authorized Person(s)**, employee(s) of the **Client**). The **Client** will also indemnify and secure the **Bank** from any loss arising as a result of using the banking services, or in connection to the **Transaction** carried out using banking services. The **Client** hereby acknowledges that such **Transactions** will be carried out based on **Instruction(s)** received by the **Bank** and the **Client's** authorisation in accordance with the **Terms and Conditions** and other applicable specific terms and conditions, agreements, contracts or similar instruments, as the case may be. The **Client** further agrees and confirms that the indemnity clause described hereunder, shall remain valid and be binding upon the **Client** notwithstanding withdrawal, either partially or totally, of any banking services.
7.2. The **Client** acknowledges and agrees that it may be required to sign, execute and deliver any additional indemnity agreements, declarations, or other similar instruments especially in connection with the **Transactions** carried out using the **Access Codes**. Such additional indemnity agreements, declarations or other similar instruments shall be in addition to and not excluding the indemnity provisions set forth hereunder.
7.3. The **Client** acknowledges and agrees that international transfers are subject to the transfer fee specified in the annex. The Client further acknowledges and accepts that additional fees may be charged by the recipient and/or correspondent bank during the execution of an international transfer. The **Bank** is not responsible for any commission deducted, withheld, or blocked by the correspondent or recipient bank, additional fees established by these banks, or for any other fees. This includes incomplete refunds if the payment order cannot be executed for reasons beyond the **Bank's** control.
7.4. The Client acknowledges and agrees that the Bank is not responsible for any changes to the costs set by the Client for the execution of payment orders related to transfers, including international transfers (such as changes to the transfer commission), if such changes are made by the recipient and/or correspondent bank.

7.5. Without prejudice to any other provisions of this **Terms and Conditions**, the **Bank** shall not be liable to the **Client** for any loss or damage whatsoever or however caused arising directly or indirectly in connection with the banking services. Furthermore, the **Bank** may not be liable for direct, indirect, special, incidental, exemplary or consequential loss or damage, or loss of profit, loss of business, revenues, goodwill or anticipated savings which may arise in respect of the banking services.
7.6. The **Client** is aware and agrees that the **Offline Transaction(s)** (including **Recurrent Payments**) are completed without the **Bank's** confirmation, therefore, the **Bank** is not responsible for the execution of the **Offline Transaction(s)**, including if the **Offline Transactions** are carried out after the **Card** has been blocked.
7.7. The **Bank** shall not be liable for non-performance/improper performance of the obligation(s) (including those related to the transfers made by the **Client**):
7.7.1. If it is caused by any action and/or error of the recipient or intermediary bank/provider specified in the **Client's** payment **Instruction** or any other document, or for any other reason independent of the **Bank**;
7.7.2. Malfunction of the computer and/or other device/equipment (its any part and/or accessory) and/or software of the **Client** or any other **Person**;
7.7.3. Incorrect or incomplete filling of the **Application** and/or statement/document by the **Client**;
7.7.4. Inaccuracy and/or incorrectness of information/data provided by the **Client** to the **Bank**;
7.7.5. Failure to fulfill any obligation(s) by the **Client** undertaken under the **Agreement**.
7.8. The **Bank** is not obliged to check/assess authority and/or expediency and/or any other matter related to the orders/instrucions/actions (including without limitation about opening bank account, making **Transactions** and/or withdrawing funds from the **Account**) of the **Client's Authorized Person** and/or other **Person** acting on behalf of the **Client.** The authority granted to the **Authorized Person/Person** acting on behalf of the **Client** will be deemed real and authentic until the **Bank** receives proper notification from the **Client** on revocation of such authority.
7.9. The **Bank** may not be held liable for actions taken by the **Authorized Person** within the scope of authorities granted to the relevant **Internet Banking User Role**, in case of amendment/revocation of the document (including, power of attorney, order, charter, Extract from Registry of Entrepreneurs and Non-Entrepreneurial (Non-Commercial) Legal Entities and/or other document) defining the representative authority of the **Authorized Person** and/or in case the representative power of the **Authorized Person** has changed for any other reason and the **Client** has not notified the **Bank** about the former.
7.10. The **Bank** is authorized to suspend/restrict the scope of representation authority of the person acting on behalf of the **Client** in the **Bank** upon the **Client's** request. In addition, the **Client** is obliged to submit to the **Bank** a document confirming the suspension/termination of the representative authority. In case of failure to provide such document in a form and within a period acceptable to the **Bank**, the **Bank** is authorized to restore the scope of authority of the person acting on behalf of the **Client**, in connection with which the **Bank** shall not be liable in any way.
7.11. The above indemnity provisions and limitation of the liability shall extend to and be for the benefit of the **Bank's** executives, directors, employees, representatives and/or agents, parents and subsidiaries; provided that such indemnification and limitation of the liability shall not extend to the circumstances when such loss or damage to the **Client** arises from the gross negligence, wilful misconduct or bad faith of the **Bank** or the indemnified persons, or violation by the **Bank** (or any indemnified person) of the terms of the **Agreement** (including present **Terms and Conditions**).
7.12. When using **Remote Banking Service** channels the **Client** is responsible on every **Instruction** that it gives (including throught **Authorized Person**) to the **Bank** after undergoing through security procedure until the moment it ceases using the banking service. This implies responsibility on the **Instruction** or any error made while completing/sending **Instruction**, which was sent by the **Client** and/or **Third Person**.
7.13. The **Bank** is authorized, at its sole discretion, to offer the **Client** additional features to improve service, including the calculator for determining income tax and amount to be transferred in funded pension scheme within the framework of individual or group transfer of remuneration funds. The **Client** is aware and agrees, that amount calculated by the calculator created by the **Bank** (if any) will be based on the specified net salary and is of an indicative nature. The **Client** is responsible to ckeck the data thoroughtly and confirm the transfer only after ensuring their correctivness. The **Bank** shall not be liable for incorrect transfer of income tax and amounts to be transferred in funded pension scheme for any reason whatsoever, including, in case funds are transferred in funded pension scheme for a person, who has left funded pension scheme in accordance with the rules established by the **Legislation**.
7.14. The terms set forth in this article are of a continuing nature and will remain in effect even in case of termination of banking service for any reason, until the **Parties** completely fulfill the obligations deriving from the **Terms and Conditions/Agreement**, including any annex thereof.

8. Taxes

8.1. The **Client** shall be liable for payment of any fees (including but not limited to a Value Added Tax), taxes, customs duties that may be imposed for any liability and may be caused as a result of disposal of the **Account** and/or with respect to any and all services provided under the **Terms and Conditions.**
8.2. The **Client** acknowledges and agrees that In the event any tax liability arises, under the **Legislation** shall be paid by the **Bank** (including by withholding at source), the **Bank** and/or any **Affiliates** shall be authorized to secure the payment and/or debit the said sum without the Client's additional consent and prior notice.
8.3. If the **Bank** is imposed to any tax or penalty according to the **Legislation** due to the **Client's** tax liability, the **Client** shall forthwith compensate the **Bank** all such liabilities, except for the cases when such payment or penalty was fixed due to negligence, or wilful misconduct of any employees of the **Bank**.
8.4. The **Bank** is required to comply only with the requirements stipulated by the **Legislation** and the Tax Code of Georgia. Along with the **Legislation**, the **Client** must also comply with the applicable legal requirement of any other relevant country (including the country in which the **Client** is registered).

9. Amendments to the Terms and Conditions

9.1. The **Bank** may at its sole discretion (without the **Client's** further consent) amend the present **Terms and Conditions** and make the said change available to the **Client** 1 (one) month prior to its implementation. Furthermore, advance notification rule shall not apply in the following circumstances:
9.1.1. The fees for the product(s)/service(s) determined under the present **Terms and Conditions** are changed in favour of the **Client**;
9.1.2. A new payment service, banking product or **Remote Banking Service** channel is added to the present **Terms and Conditions**, that does not substitute or significantly change the description and/or rules provided under the present **Terms and Conditions**;
9.2. If the **Client** does not agree to the amendments adopted by the **Bank**, it shall notify the **Bank** in a written form before expiration of the term indicated in paragraph 9.1 of the present article and before the effective date of such amendments, otherwise it will be considered that the **Client** consents to the amendments;
9.3. If the **Client** expresses its refusal to the amendments, it may require immediate termination of the **Terms and Conditions**. Furthermore, if the **Client** has failed to indicate such request in the **Application**, the **Bank** may itself terminate the **Terms and Conditions** as of the effective date of such amendments;
9.4. If the **Terms and Conditions** is terminated based on the reasons provided hereunder, the **Bank** may request and the **Client** shall fully pay all outstanding liabilities (if any) before the **Bank** in accordance with the present **Terms and Conditions**. Furthermore, in such case the **Client** shall not be subject to any penalty fee and/or other additional penalty for premature termination of the **Terms and Conditions**;
9.5. The **Bank** shall inform the **Client** about amendments (if necessary) by uploading amended **Terms and Conditions** on the **Bank's** web-site - https://libertybank.ge. Furthermore, the **Bank** may inform the **Client** about adopted or planned amendments through one or more means of communication aceeptable for the **Bank**. The **Client** shall from time to time check the **Bank's** web-site and read uploaded amendments (if any).

10. The Validity and Termination of the Terms and Conditions

10.1. The present **Terms and Conditions** shall enter into force upon the **Client's** submission of the **Application** duly completed and signed and/or consented in any form defined by the **Bank** and is effective until its termination according to the rules prescribed in the present **Terms and Conditions**.

10.2. If the **Client** renews the products/services after termination of their use, the present **Terms and Conditions** shall apply to such produc(s)/service(s) without any additional agreement;

10.3. If the **Bank** and/or the **Client** decide to terminate any particular banking product/service, the termination agreement shall apply only to such product/service;

10.4. The **Bank** may at any time fully terminate the **Agreement** unless otherwise provided under the present **Terms and Conditions** or Georgian **Legislation**. In such case the **Bank** shall send a notification to the **Client** no less that 1 (one) month before the termination of the **Agreement**;

10.5. If the **Client** violates material condition of this **Terms and Conditions** or its solvency is threatened, the **Bank** shall, upon sending a notification to the **Client**, refuse further service provision, in particular, terminate banking service (including, without any limitation, **Remote Banking Service** channels) described under this **Terms and Conditions**, cancel the **Cards**, close the **Client's Accounts**, and request the **Client** the repayment of all outstanding liabilities before the **Bank** and/or unilaterally fully terminate the **Agreement** without further redue.

10.6. If the **Client** terminates **Account** service or closes the **Account**, the **Bank** may terminate any or all services provided to the **Client** under the present **Terms and Conditions**;

10.7. The **Client** may terminate this **Terms and Conditions** at any time upon sending a written notice to the **Bank** no later than 1 (one) month before termination. Furthermore, if the **Bank** gives its approval, the **Terms and Conditions** may be terminated before the expiration of the term determined hereunder;

10.8. The **Client** acknowledges and agrees that the **Terms and Conditions** shall not be terminated until all continuous **Transactions** carried out from the **Client's** account(s) are terminated as well.

10.9. If the **Client** terminates the **Terms and Conditions** during the first 12 (twelve) months as of the effective date of the **Terms and Conditions**, the **Bank** may impose financial obligations to the **Client** in the amount not exceeding the actual costs incurred by the **Bank** as a result of termination of the **Terms and Conditions**;

10.10. Upon the **Bank's** request and/or in case of termination of the **Terms and Conditions, the Client** shall return the movable property and/or the **Intellectual Product** (including plastic cards, devices designed for the **Remote Banking Service**, advertising materials, etc.) to the **Bank** that it has received as a result of performing the service.

10.11. The full or partial termination of the **Terms and Conditions** does not release the **Client** from the performance of liabilities (payments) under the **Terms and Conditions** and/or provided by the **Legislation** before the moment of the enforced or voluntary performance of such liabilities.

10.12. The **Client** agrees and confirms that the terms related to confidenciality and **Personal Data** protection shall remain valid and have binding legal force for the **Client** even in case of full or partial termination of banking service.

10.13. If the results (including the liability) of the full or partial termination of the **Terms and Conditions** is not provided herein, the **Parties** shall apply to the respective **Legislation**.

11. The Client's right to repudiate Banking products activated from the Bank's Remote Banking Service channels

11.1. The **Client** has the right to repudiate the agreement related to the products activated via **the Bank's Remote Banking Service** channels from July 1, 2024 according to the "Regulation on Consumer Rights Protection in Rendering Services by Financial Organizations" approved by the order of the President of the National Bank of Georgia No. 32/04 dated March 9, 2021.

11.2. The **Client** has the right to repudiate the signed agreement(s) related to the product(s) specified in the present **Terms and Conditions** activated through the **Remote Banking Service** channel within 14 (fourteen) calendar days after its activation by submitting a corresponding application to the **Bank's** branches and/or by applying to other channels determined later by the **Bank**.

11.3. The **Bank** will review the **Client's** request within 30 (thirty) calendar days after receiving the **Client's** application and inform the **Client** about the decision through **Client's** contact data recorded in the **Bank** or, if possible, during a visit to the branch, on the spot.

11.4. Upon the **Client's** application on the repudiation, the **Bank** is entitled to request the **Client** to take additional actions in order to cancel the banking product.

11.5. In case of repudiation of the agreement, the **Client** is obliged to pay, and the **Bank** is authorized to charge the **Client** 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 **Client**, in proportion to the period and service actually rendered by the **Bank**. In addition, the **Bank** is entitled to impose on the **Client** an obligation to reimburse the expenses incurred/to be incurred by the **Bank** to the third party.

11.6. The **Bank** will return the costs incurred by the **Client** 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 **Client** (including in accordance with Section 11.5 of this article) from the amount to be returned to the **Client** and if such expenses incurred by the **Bank** exceed the expenses incurred by the **Client**, the **Bank** is entitled to deduct the corresponding amount from any of the **Client's Account** without the **Client's**, further consent. Furthermore, if the sums to be paid and the balance on the **Account** are in different currencies, the **Bank** may convert the amount at the **Bank's Commercial Exchange Rate** applicable in the **Bank** on the date of payment, the conversion service fee shall also be debited from the **Client's Account** without the **Client's** additional consent.

11.7. If, in accordance with this article, the **Client** does not reimburse the amounts to be returned/reimbursed by **Client** to the **Bank**, and/or does not carry out the relevant procedures required by the **Bank** in accordance with this **Terms and Conditions** within the established period, it will be considered that the **Client** did not use the right to repudiate granted by the regulation and, accordingly, will continue using the product in the manner established by these **Conditions**.

11.8. The **Client** 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 **Client'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 **Client** has followed all the procedures established by the **Bank**.

11.9. The **Client** does not have the right to repudiate any kind of deposit agreement according to the "Regulation on Consumer Rights Protection in Rendering Services by Financial Organizations" approved by the order of the President of the National Bank of Georgia No. 32/04 dated March 9, 2021.

11.10. The **Client** does not have the right to repudiate the agreements, which, have been fully performed by both **Parties** upon the clear and unambiguous request of the **Client**, before the **Client** exercises the right to repudiate the agreement.

11.11. The **Client** is aware that in case of repudiation of the remotely concluded agreement will result in the cancelation of the **Related Agreement**, which was concluded with the **Bank** or a third party, on the basis of the agreement existed between the **Bank** and the third party. Accordingly, the **Client** is obliged to compensate the **Bank** for the costs of signing the **Related Agreement**, which was incurred by the **Bank**.

11.12. Using the right to repudiate the agreement does not lead to the cancellation of the payment operations performed by the **Bank** on the **Client's** order and/or the cancellation of such payment operations, the execution of which is not instantaneous and depends on the involvement of third parties, and the **Bank**, on the **Client's** order, has already actually started to initiate the execution of the payment operation/send the order.

11.13. The **Client** acknowledges and agrees that the repudiation of a separate product included in any tariff package (if any) purchased by the **Client** under theis **Terms and Conditions** does not mean the repudiation of the tariff package and all other products purchased/activated by the **Client** with the tariff package remain active for the **Client**. Accordingly, the **Client** understands that since the fee paid when purchasing the tariff package is the fee of the tariff package, the cancellation of any product included in the tariff package does not result in a refund of the fee paid by the **Client**, if the **Client** continues to use at least one product included in the tariff package.

12. Communication

12.1. Unless certain banking product/banking service defines otherwise, any communication between the **Parties** shall be made in writing and delivered to the other **Party** at the contact details specified in the **Application** and/or in any other form registered in the **Bank** in person or sent by a courier (including the registered post and/or court courier), via electronic mail, cellular communication (short text message) and/or other means of communication subsequently determined by the **Bank** considering that:

12.1.1. A notification sent by the **Client** to the **Bank** in person and/or sent by a courier shall be deemed endorsed on the day of registration of the notification in the **Bank's** chancellery and in case of sending the notification to an electronic mail address, on the day of sending an electronic response by the **Bank** to the **Client** confirming the receipt of the notification;

12.1.2. A notification sent by the **Bank** to the **Client** by a courier (including the registered post and/or court courier) shall be deemed endorsed on the day of delivery to the **Client** and if such delivery is not confirmed, on the following calendar day of the delivery of notification to any **Person** at the **Client's** official address;

12.1.3. A notification sent by the **Bank** to the **Client** via electronic mail shall be deemed delivered on the day of receiving confirmation from the **Client's** electronic mail server (notification about registration in the the addressee's electronic mail) and if such delivery is not confirmed, on the following calendar day;

12.1.4. The notice sent by the **Bank** to the **Client** by means of cellular communication (short text message) and/or other means of communication subsequently defined by the **Bank**, shall be considered endorsed on the calendar day of sending such notice;

12.1.5. A message sent to an authorized person of the **Client** (including a person with managerial and representative authority of the **Client**, an authorized employee of the **Client**, the **Cardholder**(s), an **Authorized Person**(s)) shall be considered communication with the **Client**.

12.2. ***Verified Number***

12.2.1. The **Bank** is authorized to use the **Client's Verified Number** for communicating with the **Client** and for rendering banking services

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

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

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

12.2.5. According to the rules established in the **Bank** the mobile phone number of the **Client's** authorized representative and/or of any natural person defined by the **Client** may be deemed as the **Verified Number** of the **Client.** In addition, the person authorized to represent the **Client** has the opportunity to verify another phone number as his/her direct contact phone number in accordance with the procedures established by the **Bank**.

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

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

12.2.8. The **Bank** is authorized to revoke verified status of the **Client's** mobile phone number in case the **Verified Number** is verified by any other person.

12.2.9. Any notification/offer sent to the **Verified Number**/received on the **Verified Number**, as well as any consent made from the **Verified Number** shall be deemed to be genuine notice/offer/consent by the **Client**.

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

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

12.2.12. The **Bank** shall in no case be liable for the consequences caused as a result of change, disposal, loss, transfering to the **Third Parties** (and/or any other action that may have similar effects) of the **Verified Number;**

12.2.13. In case the **Client** fails to notify the **Bank** in advance about the change of any contact details (including any requisite specified in the **Application**) registered in the **Bank** and/or refuses to deliver the notification sent on the basis of the **Terms and Conditions** directly or through an adult at the address, such notification sent by the **Bank** shall be deemed delivered on the next calendar day of sending the notification.

13. Confidentiality and Personal Data Processing

13.1. **The Parties** are obliged, both during the term of the **Agreement** and after the expiration of contractual relations, not to disclose and/or transfer **Confidential** information to third party (ies).

13.2. The above limitation does not apply to information or disclosure of information: (a) which is/will be made public by the **Legislation** or which can be obtained from other sources; (b) if there is a consent to disclosure from the party providing the **Confidential Information** and/or agreement between the **Parties**; (c) which will be disclosed by the Party(ies) in compliance with the requirements of the **Legislation**, including for the exercise of their rights in a court and/or which is disclosed as a result of satisfying the legal request of third party(ies).

13.3. ***General terms on Personal Data processing***. The **Client** acknowledges that both during the period of using the banking services and after expiration of relevant contractual relations, the **Bank**, as the Data Controller, or based on the context of data processing - as the Data Processor and/or the joint Controller, may, in accordance with the purposes determined under the present **Terms and Conditions** process the information related to the **Client** (including personal data of the **Client's** authorized representative(s), employee(s), **Cardholder(s), Authorized Person(s),** beneficial owners).

13.3.1. **Data processing** by the **Bank**, without any limitation, includes any action performed on the data, including obtaining, collecting data from the **Client**, from publicly available source(s), and/or from the third party(ies) specified herein, accessing, photographing, audio monitoring, video monitoring, organizing, storing, changing, restoring,

requesting, blocking, deleting, destroying, using, or disclosing data (including information from the third party(ies) specified in these conditions) . Such actions may involve transmitting, publicizing, distributing, or otherwise making the information available.

13.3.2. Based on the context of **Data Processing** and banking products, in accordance with the purposes set under the present **Conditions**, the **Bank** and/or the Third Parties (including the Data Processors authorised by the **Bank**) shall process the information concerning the **Client** (including **Personal Data** of the **Client's** authorized representative(s), employee(s), **Cardholder(s), Authorized Person(s),** beneficial owners) or/and third parties indicated by the **Client** which may include but not be limited to processing of the following information (including **Personal Data**):

(a) Name and surname;
(b) Place and date of birth;
(c) Personal Identity number and/or unique characteristics of the electronic ID card (Including e-license contactless chip identifier (UiID), MRZ code, text data, and photograph/visual image);
(d) Signature template;
(e) Citizenship/residency;
(f) Gender;
(g) Registered (legal) and/or actual place of residence;
(h) Telephone/mobile number;
(i) Electronic email address;
(j) Location;
(k) Income information, Credit history (both negative and positive, including current and/or former liabilities, loans and repayment details) and solvency status (the **Client's** solvency point, criteria and/or methodology);
(l) Tax information;
(m) Biometric and/or other special category Data as defined by the law of Georgia on "Personal Data protection"
(n) Movable and immovable property owned and/or held by the **Client** as well as their characteristics and the **Client's** other assets;
(o) Information related to the employer, as well as the employment terms and conditions (place of employment, salary, working hours, etc.);
(p) Any information concerning the **Bank's** and other commercial bank account(s), including without any limitation balances available on such account(s) and Transactions carried out on such account(s) during a certain period;
(q) Any data related to Bank Cards issued by the **Bank** and/or any other Georgian commercial bank and card accounts, including without any limitation balances available on such cards and Transactions carried out on such cards during a certain period, as well as the respective access codes;
(r) Information accumulated at various payment providers related to the **Client's** account/subscriber data (including without any limitation the Client's/subscriber's account number, address, credit/debit available on subscriber's account at certain given moment, transactions carried out on subscriber's account and/or top-ups and/or repayment of liabilities and etc.);
(s) Any data disclosed through various electronic channels or on the Internet (including, but not limited to, data collected through cookies, records, and other means), as well as the activities of the **Client** or third parties specified by the **Client** in those channels (this encompasses, without limitation, the history of logins, actions, or transactions performed in such channels, and device characteristics).
(t) Information related to family members, other persons residing at the **Client's** address, as well as his/her/its contact person(s) and other third person(s) related to the **Client**;
(u) Information on administrative fines imposed and/or unfulfilled financial obligations (administrative fines and/or fines and accrued fines) related to the **Client** and stored in the database of the Ministry of Internal Affairs of Georgia;
(v) Data on administrative violations regarding the vehicle/violator identified by the Ministry of Internal Affairs of Georgia in the field of road traffic regulation and traffic, and registered in the Unified Database of Administrative Violations;
(w) Any information gained from public sources;
(x) Any other information related to the **Client** which enables the identification/evaluation and/or grouping of the **Client** based on his/her economic, social or other features and/or the transactional activities as described in the above paragraphs.

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

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

13.3.5. The Bank shall not be liable for the acquisition of the Client's information by third parties through the Bank's website, LB Pay device(s), ATM(s), and/or other remote channels, resulting from the entry of information required for Client identification into such channels.

13.3.6. The **Bank** is authorized to make a decision which has legal or other significant consequences for the **Client**, in relation to the **Client** only automatically, on the basis of Profiling, in compliance with the requirements of the Legislation, including if it is necessary to perform or enter into a contract with the **Client**, it is envisaged by the **Legislation** or a subordinate normative act issued on the basis of law within the scope of authority.

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

13.5. ***Legal grounds for Personal Data processing.*** The **Client** acknowledges that both during the period of using the banking services and after expiration of relevant contractual relations, Bank processes information (including **Personal Data**) related to the **Client** or/and the third person(s) indicated by the **Client** based on at least one of the following grounds:

13.5.1. Upon the**Client's** consent to the processing of **Personal Data** for one or more specific purposes;
13.5.2. To fulfill obligations arising from contract concluded with the **Client** or to conduct a contract at the **Client's** request;
13.5.3. To review the **Client's** Application and/or to provide banking services;

13.5.4. To protect **Bank's** and/or Third Parties' legal interests;
13.5.5. To fulfill obligations prescribed under the **Legislation**;
13.5.6. To perform tasks carried out in the public interest, including for the purposes of crime prevention, public safety and law enforcement;
13.5.7. In other cases, prescribed by the **Legislation**.
13.6. If the **Legislation** requires the consent of the **Client** for the processing of data, such consent shall be deemed to be actively expressed via any electronic and/or non-electronic means under which the **Client** agrees to the relevant terms and conditions and which together with this application constitutes a single agreement. If the **Client** expresses consent to **Personal Data** processing (including the consent on obtaining and further processing of the **Client's** Data stored at the Credit Information Bureau, the Ministry of Internal Affairs, the LEPL Service Agency of the Ministry of Internal Affairs, the LEPL Revenue Service the LEPL Public Services Development Agency and other relevant databases, consent to **processing** of **personal data** for **Direct Marketing**, etc) by means of various remote service channels, digital, or electronic communication channels (ATM, fast payment terminal, Digital Bank, Bank's remote service center (inc. hotline), one-time SMS code sent to the **Client's** mobile phone number, etc.), such consent shall be deemed to have the same legal force as a document executed in writing, printed on paper, and confirmed by the **Client's** signature. In addition, the **Client** is aware that in the event of the withdrawal of the consent to relevant data processing, such withdrawal shall not affect the lawfulness of processing based on consent and shall not mean the cancellation of legal consequences arising before its withdrawal.
13.7. If the **Client** provides the **Bank** with information regarding third parties (additional Cardholder, guarantor, the owner of the collateral, the owner of the movable property, family member(s), employer, contact person, employee, etc.), including, without limitation, their **Personal Data**, information about solvency, property, the assets, etc.(together as – **Personal Data**), the **Client** is responsible for obtaining prior consents/permission in a proper manner from respective persons to the processing of their Data by the **Bank** in accordance with the purposes and conditions set in the present **Terms and Conditions** and the **Bank's** Data Protection Policy. Therefore, the submission of such information to the **Bank** implies that the **Client** has explained to such persons about provision of their data to the Bank for the relevant purpose, has obtained necessary permissions/consent from these person(s) in advance, has ensured that the person is familiar with the present **Conditions**, as well as the data protection policy(ies) published at the **Bank's** website www.libertybank.ge and the **Bank** will not be liable to additionally acquire any such consent. The **Client** shall be liable for any damage/loss the **Bank** may suffer due to nonfulfillment and/or improper fulfillment of the obligation prescribed under this paragraph. The **Client** shall compensate and hold the **Bank** harmless from all losses (including, without limitation, any consequential loss), claims, expenses (including, without limitation, expenses incurred by the **Bank** as a result of protecting its rights), judicial proceedings, and any other liabilities that may arise due to nonfulfillment of such obligation.

13.8. ***The Purpose of Data Processing.*** Based on the context of **Data Processing**, the **Bank** and/or the Third Parties determined under the present Terms and **Conditions** may perform **Data Processing** for various purposes, including without any limitation the following:
13.8.1. To provide banking services in full and complete manner;
13.8.2. To provide products and services, including through remote Banking/payment service channels/payment instruments (fast payment terminal, ATM, remote service center (inc. hotline), etc.) in order to ensure appropriate services/offers to the **Client**;
13.8.3. To identify/verify **Client** in the proper manner and to ensure periodic update of the data;
13.8.4. To check the **Client's** creditworthiness, including for credit risk assessment;
13.8.5. To effectively communicate with the **Client**, including ensuring an appropriate and timely investigation and response to its statements, appeals or complaints;
13.8.6. To reflect **Client** in credit bureau's or other similar credit rating company's database, and in order to calculate credit score which is associated with the information on unpaid credit(s) and statuses of other overdue / outstanding financial obligations, and also with collection, processing and dissemination of the information on current and paid credits/liabilities of the Individuals and legal entities.
13.8.7. To enable the use of eMoney wallet (if any) that comprises a joint service provided by the **Bank** and eMoney;
13.8.8. To ensure the use of VISA Concierge or other services requested by the **Client**;
13.8.9. To provide **Client** related information, including **Client's Personal Data** and bank secrecy, to the prospective assignors and assignees, regulator, controlling body or regulatory authority in order to protect the legitimate interests of the Bank, Client and / or a Third Party, as well as in cases determined under the applicable Legislation and/ or the relevant contractual terms;
13.8.10. To create legal evidence;
13.8.11. To defend the legitimate interests of the **Bank** and ensure the enforcement of its legal rights, including in the event of non - timely and / or improper fulfilment of the obligation(s) imposed on the **Client** by the **Bank**;
13.8.12. To improve and develop banking services which implies analysing the information related to the **Client** including analysis of the **Client's** credit history, statistical Data analysis, etc.
13.8.13. To prepare and demonstrate various reports, researches and/or presentations;
13.8.14. To ensure and facilitate anti-money laundering and crime prevention services in order to prevent, detect, investigate, and prosecute fraud and/or possible fraud, money laundering and other crimes;
13.8.15. To offer increase in credit amount and/or other change in credit agreement terms and conditions (including without any limitation the maturity date and interest rate) to the **Client**, that requires checking the **Client's** credit history/solvency.
13.8.16. In order to offer new and/or additional credit or non-credit products, the necessary prerequisite is the verification of the Client's credit history/solvency/income at the time of the offer;
13.8.17. To carry out **Direct Marketing**;
13.8.18. In any other event where the purpose of further data processing is compatible with the initial purpose;
13.8.19. For other legal purposes and/or in order to properly fulfil obligations prescribed under the **Legislation**.

13.9. ***Personal Data transfer to/request from Third Party (ies).***
13.9.1. The **Bank** strictly protects the confidentiality of the information, related to the **Client** and the third parties (additional card holder, guarantor, contact person, employee, etc.) indicated by the **Client**, including their **personal data**. With that, the **Client** acknowledges and declares its consent to the fact that in order for the **Bank** to perform statutory duties, protect its legal interests and to fully and properly service the **Client**, based on **data processing** contexts and purposes, the **Bank** is authorized to transfer data about the **Client** and/or the person(s) indicated by the **Client** to the **Third Party (ies)** listed in the present Terms and **Conditions** and/or obtain the said information from such **Third Party (ies)** to the extent necessary for the purposes defined by the present Terms and **Conditions** and/or the **Legislation**, including but not limited to:

13.9.1.1. Within the framework of provision of the banking services by the **Bank**, as well as within the framework of various services requested during the period of using banking services, the **Bank**, pursuant to the manner determined by the **Legislation**, shall have the right to repeatedly obtain and **process Personal Data** related to the **Client** from electronic database of Public Services Development Agency LEPL, where necessary including, but not limited to the **Client's** e-license contactless chip identifier (UiID) and a signature.

13.9.1.2. To receive and process on a repeated basis information from JSC Credit Information Bureau Creditinfo Georgia (ID 204470740; hereinafter - Bureau) on administrative fines imposed on individuals and legal entities and / or unfulfilled financial obligations (administrative fines and / or fines and accrued fines) about the **Client** stored at the Ministry of Internal Affairs of Georgia for the purpose of analyzing the **Client's** solvency, including throughout the period of his/her active credit / loan, off-balance sheet (letter of credit, guarantee, etc.) liabilities towards the Bank[1].
13.9.1.3. To provide the LEPL Revenue Service (hereinafter - the Revenue Service) with the **Client's** identification (personal number) and contact (telephone number) data and to receive any information related to the **Client** from the Revenue Service database within the scope of the memorandum between the Revenue Service and the **Bank** in order to analyze the Client's solvency prior the loan is disbursed and/or throughout the term of the loan, to conduct credit portfolio assessment and review, overdue credit portfolio management and for the purposes of offering banking product(s)/service(s).

13.9.2. The **Client** acknowledges that without assessing the **Client's** solvency, the Bank will be unable to fully analyze the **Client's** income, expenses and obligations, which is necessary for monitoring the existing obligation (if any) and/or to assess solvency for new credit/loan, off-balance sheet (letter of credit, guarantee, etc.), including to ensure responsible lending in accordance with the **Legislation**.
13.9.3. The **Client** acknowledges that for the purpose of creditworthiness analysis, the **Bank** will collect/process all the credit/non-credit and other relevant information about the **Client**, which is related to the transfer and receipt of information to/from the credit information bureau in accordance with the rules and conditions stipulated by the legislation of Georgia. This information is processed for the purpose of analyzing the Client's solvency and will be available to cooperating users involved in the credit information bureau in the manner established by law (credit organizations and recipients / suppliers of information). At the request of the user (including the data subject), the data controller is obliged to correct, update, add, block, delete or destroy the data if they are incomplete, inaccurate, not updated, or if their collection and processing was carried out against the law.
13.9.4. The Information transferred to and received from the Bureau shall be determined by the **Legislation** and may include without any limitations: the **Client's** identification data, agreement and credit data, information on the **Client's** current fulfilled/outstanding obligations and terms, information on collateral, surety information, other information defined by the **Legislation** and / or the agreement concluded between the **Bank** and the Bureau.

13.9.5. In addition to the above, the **Client** acknowledges, and declares its consent to the fact that for the purposes set forth in the present Terms and **Conditions** or defined by applicable **Legislation**, based on **Data Processing** contexts, without additional, prior or subsequent consent or acceptance from the **Client**, the **Bank** is authorized to transfer and / or obtain personal and/or banking information about the **Client** and / or the third parties indicated by the **Client** (including but not limited to account balance(s) and / or debt(s), transaction information, etc.) from the following types of the persons:
(a) The **Bank's** partner companies, including various service suppliers both local and/or international with which **Bank** commercially cooperates;

(b) The **Bank's** contractors and/or corporate clients who use the **Bank's** payment services to receive payments from their customers (subscribers) (so-called billing);

(c) Payment service provider(s) and those third parties who carry out the identification / verification procedures in accordance with the **legislation** of Georgia for the provision of banking / payment services by the **Bank** to the **Client** through banking / payment service channels / payment instruments (fast payment machine, ATM, etc.);

(d) Public organizations, such as supervisory, independent, judicial, investigative and other institutions, state or local self-government bodies and legal entities established by them;

(e) Anti-money laundering organizations/services (both in Georgia and abroad);

(f) Credit information agencies that collect and share credit information necessary for identification and credit data verification/check;

(g) Problem asset management and/or collector organizations which provide collection services and/or purchase the right to claim (cession);

(h) International (including VISA and MasterCard) and local payment service providers, including international and local remittance operators;

(i) Professional organizations providing services to the Bank, such as external financial and legal advisors, auditing, research, advertizing companies, etc in order to deliver consulting, research, marketing and other services;

(j) Insurance companies, for the purpose of providing relevant insurance services to the **Client**;

(k) Postal companies in order to deliver relevant correspondence to the **Client**;

(l) Related third parties, subsidiary companies, affiliated parties and other partners;

(m) Those third parties to whom the **Bank** may sell or transfer all or part of its business or assets, or with whom it may consolidate them, including for the purposes of the **Bank's** reorganization, merger, acquisition, succession, and/or ensuring the continuity of banking services to clients. The **Bank** is authorized to process and transfer the **Client's** personal and banking information, to the extent necessary, to the relevant successor, group member, affiliated and/or other relevant party, in accordance with the **Bank's** Data Protection Policy and applicable **Legislation**;

(n) International financial institutions in order for the Bank to obtain financing;

[1] This does not imply the Bank's authority to request Client's credit data from the Bureau without the consent specified in Appendix #5 and/or #5.1 of the National Bank of Georgia's President order #195/04 of August 27, 2018 or without other relevant legal basis;

(o) Other persons with which data sharing is necessary to fulfill **Bank's** duties related to reporting, ensuring compliance with **Legislation** and/or the requirements of the agreement signed with the relevant person, as well as performing audit/monitoring and protecting **Bank's** legal interests.

13.9.6. The **Client** acknowledges and agrees that the list given in the present Terms and **Conditions** is not complete, exhaustive, and from time to time third party categories may change, however, the aforementioned third parties are subject to relevant contractual and/or legal obligations regarding data protection.

13.10. ***International transfer of Personal Data***

13.10.1. The **Client** acknowledges and confirms that in the cases envisaged by the **Legislation**, including for the purposes of fraud and money laundering prevention, as well as for the purpose of fulfilling the contract/providing banking services to the **Client**, and/or to protect the legitimate interests of the **Bank** the Bank is authorized to transfer **Client's Personal data** outside of Georgia to the organization(s)/third party(ies) registered in a foreign country without prior and/or additional consent of the **Client**.

13.10.2. Taking into account particular necessity, the **Client's Personal Data** may be transferred to the organization based/operating in a country with no adequate safeguards for **personal data** protection as defined by the relevant normative act of the head of the personal data protection service of Georgia/its successor.

13.10.3. The **Client** is aware that the possible risks of data sharing in countries without adequate safeguards for **personal data** protection may be related but not be limited to the absense of local supervisiry authority, and no (or only limited) individual data protection and privacy rights. In some of these countries the privacy and data protection laws and rules on when data may be accessed may differ from those in Georgia. In such a case, the Bank ensures the agreement on the **Personal Data** transfer is at place, which defines the obligations of the receiving party to ensure the protection of the **Client's personal data** in accordance with the requirements stipulated by the **Legislation**.

13.11. ***Direct marketing.***

13.11.1. **The Client** confirms that the **Bank** is authorized to independently as well as through Data Processor and/or other authorized/related party(ies), process **Client's** (including **personal data** of the **Client's** authorized representative(s) and **Authorized Person(s))** identification, contact, financial and other **Personal Data** for the purpose of directly offering and providing **Client** with information about Banking, including credit, products, services, promotions, etc. through telephone, mail, email and/or without limitation, through any other electronic means (**Direct Marketing**) in accordance with the **Legislation** and **Bank's** Data Protection Policy.

13.11.2. The termination of **data processing** for **direct marketing** can be requested any time through telephone, mail, email and/or other electronic means using the same form/channel through which **direct marketing** is carried out, as well as by contacting **Bank's** service center and/or a hotline (0 322 55 55 00) or by any other form agreed between the Parties and/or prescribed under the applicable **Legislation**. However, the **Client** is aware, that in the absence of a consent to **Direct Marketing, Bank** will be unable to offer the **Client** customized services / products under the above conditions.

13.11.3. For the avoidance of any doubts, **direct marketing** shall not be deemed as and, correspondingly, the **Client** shall not be entitled to demand cessation thereof, receiving product, service, etc related information (e.g. advertising banner, flyer, oral offer, etc.) if such information is presented directly by the **Bank** and/or its representative at the points of banking service provision or in remote channels which belongs to (is associated with) the **Bank** (including ATM, digital bank, etc.)

13.11.4. The **Bank** is eligible to advertise/offer the **Client** the type of credit product/service, repayment source of which is linked to social assistance/pension if the **Client** has consented on such offering. In addition, the **Client** is aware that he/she has the right to withdraw the abovementioned application/consent at any time by applying to the **Bank**.

13.11.5. The **Client** is aware that upon a request to stop offers as a part of direct marketing, only communications of an advertising nature shall be terminated. The **Bank** will further contact the **Client** using the contact data kept in the **Bank**, regarding the issues/obligations arising in the framework of the relationship between the **Bank** and the **Client**, including, taking into account the requirements of the **Legislation**, in order to inform the **Client** about credit overdue and any other type of debt, to provide information about changes in service/product conditions, deposit insurance, payment reminders, as well as to provide a response to the **Client's** statements or requests and to deliver other relevant information.

13.12. ***Video and audio monitoring.***

13.12.1. Based on the objectives of preventing, detecting/investigating crime, protecting public and personal safety and property, protecting secret (confidential) information and to perform other important tasks based on the **Bank's** legitimate interest (such as incident management and protection of customer rights, monitoring of processes, risk management, etc.), in compliance with the law of Georgia on Personal Data Protection, video and audio monitoring of the external and internal perimeter of the building(s), including meeting rooms, elevators, hallways, service spaces and workplace(s) is being carried out by the **Bank**. In addition, monitoring and/or taking photo image is also carried out in the **Bank**, its service center and/or facility(s) belonging to the **Bank's** partner organization(s) through an ATM and/or other relevant electronic means. During phone communication with the **Bank/Bank's** representative, the incoming and outgoing calls are been recorded/processed through the call recording system (audio monitoring) in order to enhance service performance, to review and respond to statements, complaints, to monitor compliance with the code of ethics and professional conduct standards, as well as to protect other legal interests of the **Bank** (including creating legal evidence). The **Client** acknowledges the necessity for video and audio monitoring and therefore confirms and consents to **Bank's** authority to **process data** in the mentioned form.

13.13. ***Protection of the Third Party(ies) data provided by the Client to the Bank***

13.13.1. The **Parties** agree, that providing service (including the **Card, Remote Banking Service,** payroll project and/or individual or group money transfer service) defined in the present **Terms and Conditions** might imply collection/processing of the information containing the **Personal Data** of the **Client's** employees and/or any other **Persons** related to the **Client** and providing such information to the **Bank** according to the rules established by the **Bank**.

13.13.2. While processing the **Personal Data** the **Client** is obliged to:

13.13.2.1. Provide the **Bank** with the **Personal Data** of the **Client's** employees and/or other **Persons** related to the **Client** necessary for providing Banking service and obtain from the data subjects the relevant consent on the **data procession** by the **Bank** as well as familiarize them with the **Bank's** Data Protection Policy.

13.13.2.2. Take all necessary organizational-technical measures and perform any necessary action to prevent unauthorized or illegal processing, accidental loss, destruction, damage, unauthorized access, disclosure to the **Third Parties**, amendment or publication, unauthorized or unlawful use in any other form of the **Confidential Information,** including **Personal Data** received throughout providing banking services.

13.13.2.3. Cooperate with and assist the **Bank** while reviewing the requests of supervisory and other authorized body(s), as well as while examining complaints or applications of data subjects regarding the information processed by the **Bank** and containing **Personal Data** within the framework of provision the service defined by the present **Terms and Conditions,** provide the **Bank** with the complete information/documentation about the details specified in complaint or application, including provide the information about data subject in reasonable time, but no later then within 3 (three) calendar days.

13.13.3. The **Client** is responsible for compensating any damage/loss that may be caused to the **Bank** as a result of **Client's** non-compliance with the requirements of the present **Terms and Conditions,** as well as requirements of law, including unequivocally non-compliance of Law of Georgian on Personal Data Protection.

13.13.4. The **Bank** is not responsible and no requests may be submitted against it about the collecting/processing **Personal Data** of the **Client's** employees and/or other **Persons** related to the **Client.** Consequently, any claim arising out of data processing in violation of the rules defined by the present **Terms and Conditions** and/or law requirements shall be submitted directly to the **Client.**

13.14. ***Data renewal, terms of processing and storage.***

13.14.1. During the validity of the Agreement, as well as after its termination, the **Bank** will process the information mentioned in present Terms and **Conditions**, including **Personal Data**, for the purposes specified in the **Conditions** and for the period necessary to achieve the purposes of **data processing**, to protect the legitimate interests of the **Bank**, and/or for a period of time that is requested by the regulator and/or is envisaged by the **Legislation**.

13.14.2. **Processing of the data** submitted by the **Client** through electronic channels (web-browser, the Bank's web-site, Digital Banking, mobile applications and/or other technical means of data transfer), shall not be terminated upon deletion of such information in electronic channels by the Client. Such information shall also be stored by the **Bank** for the period necessary to achieve the purposes of **data processing**, to protect the legitimate interests of the **Bank**, and/or for a period of time that is requested by the regulator and/or is envisaged by the **Legislation**.

13.14.3. Upon **Client's** request(s), the **Bank** shall provide the information related to the **Client's Personal Data** in accordance within the framework established by the **Legislation**. The **Bank** may apply service fee for submission of such information unless free submission of information is determined under the **Legislation**.

13.14.4. The **Client** shall promptly notify the **Bank** in writing if the **Client** believes or becomes aware that the information about the **Client** stored by the **Bank**, or the data provided by the **Client** to the **Bank** concerning a third party (such as an additional cardholder, guarantor, contact person, owner of collateral, etc.), is inaccurate or incomplete. The **Bank** shall not be liable for any consequences arising from the **Client's** failure to provide such notification or from the processing of false, inaccurate, and/or incomplete data.

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

13.15. Additional terms of **Personal Data Processing** are outlined in the data protection policy (ies) available on the **Bank's** website www.libertybank.ge.

14. Claims and Disputes

14.1. Any dispute that may arise out of or in connection with the **Agreement** (including related to definition, authencity, performance and enforcement) shall be settled by negotiations between the **Parties**.

14.2. In case the **Parties** fail to settle the dispute, they will refer the dispute to the court in accordance with the **Bank's** address.

14.3. In case of disagreement or dissatisfaction to the service provided by the **Bank**, the **Client** is authorized to file a complaint in the **Bank.** The complaints are received in the following form: in writting, electronically (without limitation: **Bank's** corporate website – www.libertybank.ge and/or electronic mail - consumerprotection@lb.ge) and/or orally via **Bank's** branches and service-centres, as well as through the **Bank's Remote Service** channels**.** The maximum term for receiving, reviewing and responsing to the complaint is determined in accordance with the **Legislation**.

14.4. The **Client** is entitled to file a complaint against the **Bank** regarding the payment service. For the purpose of reviewing the complaint, the **Client** is obliged to submit to the **Bank** any document requested by the **Bank**, including order confirmation(s)/cancellation letter(s), transaction check(s), invoice(s), communication details with trade-service facility and/or other **Transaction** information/document upon the **Bank's** request. The **Bank** will review the complaint related to the payment service no later than within 20 working days after the accepting the complaint. However, if due to reasons independent from the **Bank**, the complaint cannot be considered and decided within the specified period, the **Bank** shall notify the **Client** of the reason for the delay, the deadline for reviewing the complaint and making a decision. The maximum time for making a decision on the complaint and informing the **Client** is 55 working days after receiving the complaint.

14.5. In the event of non-satisfaction (including not responding) or partial satisfaction of the **Client's** complaint related to the payment service, the **Client** may within no later than 6 months from the date of filling the complaint with the **Bank**, apply to the Dispute Review Commission within the National Bank of Georgia, which will review the dispute free of charge.

15. Force-Majeure

15.1. The **Party** shall not be liable for nonfulfillment and/or improper fulfilment of obligations under the **Agreement** if such non-performance/improper performance is the result of the effect of Force Majeure circumstance(s).

15.2. The **Party** which has been facing Force Majeure irrespective of the fact whether it is completed or not, shall: (a) within 3 (three) banking days from the occurrence of such circumstance(s) provide the other **Party** with the information related to the Force Majeure Circumstance(s) which shall contain the description of Force Majeure Circumstance(s), the estimated duration of its effect, in case of termination, the termination date/time and (b) take necessary measures to mitigate/eliminate the results (including without limitation damage/loss) caused/expected by this (these) circumstance(s).

15.3. The obligation determined under subparagraph "a" of Paragraph 15.2 of the **Terms and Conidtions** shall be binding for the **Parties** in case of termination of Force Majeure circumstance(s) as well.

15.4. During the effect of Force Majeure the obligations provided under the **Terms and Conditions** and the terms of fulfilment thereof shall be suspended and postponed according to the duration of Force Majeure. Those terms will be prolonged and/or the provision concerning the fulfilment of obligations will still become binding upon elimination of Force Majeure circumstance(s).

15.5. The **Client** shall fully and properly fulfil other obligations under the **Agreement** if (a) the Force Majeure effect does not influence the proper fulfilment thereof and (b) the **Bank** is interested in such fulfilment.

15.6. In case of occurrence of Force Majeure (a) the duration of Force Majeure Circumstance(s) exceeds 90 (ninety) calendar days or (b) the **Bank** is no longer interested in fulfilment of obligations under the **Agreement,** the **Bank** may unilaterally request the full and/or partial termination of the **Agreement.**

Part II

16. Banking Transactions

16.1. ***Account Opening and Account Maintenance.***

16.1.1. The **Bank** will open an account(s) to the **Client** and ensure the performance of banking operations In accordance with this **Terms and Conditions**. The **Client's Account** shall be opened in compliance with the **Legislation**, according to the procedures approved by the **Bank** and under the **Application** and the appropriate document submitted to the **Bank.**

16.1.2. The **Client** may open an **Account** with the **Bank** in accordance with the relevant regulation of the National Bank of Georgia, based on an electronic application sent to the **Bank** by the National Agency of Public Registry with the consent of the authorized representative of the **Client**. Only deposit operations can be performed on an

Account opened in such a form. If the **Client** or his/her/its authorized representative does not submit the documents required for opening the **Account** within the period specified by the regulation from the date of opening the **Account**, the **Bank** is authorized to close the **Account** and return the funds deposited in it to the account holder.

16.1.3. The **Bank** is entitled, at its discretion, to refuse to open an **Account** for the **Client** in the requested currency(s) and/or in the requested form, and to provide the **Client** with the details of the opened **Account**(s) in the form specified by the **Bank** (physically, by sending to the contact details registered with the **Bank**...).

16.1.4. The **Client** may apply to the **Bank** asking to open a settlement **account** (either primary or additional) via **Remote Banking**.

16.1.5. The **Bank** undertakes to perform banking transactions duly and in accordance with information presented by the **Client** and to comply with the requirements of the **Legislation** when performing the transactions. Banking services to a budgetary organisations will be carried out in accordance with the restrictions set by the relevant **Legislation**.

16.1.6. The **Bank** shall, upon the **Client's Instruction** (in cases prescribed by **Legislation** – without the **Client's Instruction**) debit the appropriate sums from the **Client's Account** for the purpose of transfer thereof to the creditor's banking account(s), as well as perform any other **Transactions** on the **Account** in accordance with the **Legislation.**

16.1.7. The **Client** shall be liable for the accuracy of the **Application** and, accordingly he/she/it is obliged to immediately notify the **Bank** about all changes and additions to the documents submitted to it and the information provided to it, as well as to notify the **Bank** in writing of the change of the person(s) authorized to dispose the **Account** or to receive information about the status of the **Account** and attach relevant documents to the notice. The **Client** shall bear liability for the results due to non-performance or/and improper performance of the obligation to notify prescribed herein.

16.1.8. The **Client** acknowledges and agrees that the **Bank** is not liable for the transfers, including international transfers performed by the **Client**, in cases when: (a) the details as required by the **Bank** to complete the payment process has not been filled comletely; (b) the payment order is not executed due to any action taken by the receiving and/or correspondent bank including, but not limited to, blocking or suspending the amount to be transferred, thereby preventing the recipient from receiving the funds. (c) the payment order could not be executed for any other reason independent of the **Bank**, including, but not limited to, if there is an embargo and/or any other restriction that prevents the recipient the amount; (d) the amount is blocked by the **Bank**, correspondent, and/or recipient bank for anti-money laundering and/or other purposes.

16.1.9. In case of using the erroneously transferred sums or/and over-costing, the **Client** is obliged to pay back the said sum to the **Bank**. In case **Client** does not return the erroneously transferred amount to the **Bank** within 5 (five) working days after being informed about the error, the **Bank** is entitled to charge the **Client** and the **Client** is obliged to pay a penalty for the used sum in the amount of 0.5% per each calendar day of its usage.

16.1.10. The **Client** shall receive a **Statement** from account regarding the available balance and the **Transactions** performed thereon. If the **Client** fails to submit any claim within 5 (five) calendar days from receipt of the **Statement**, accuracy of the information contained therein shall be deemed confirmed.

16.2. ***Transfer Operations executed from the Account***

16.2.1. The **Bank** enables the **Client** to perform transfer **Operation(s)** from the **Account** through any of the **Bank's** service channels (Internet/mobile Banking, branch/service center, etc.). within the available **Account** balance, both in national and foreign currencies specified by the **Bank**,

16.2.2. To execute transfer **Operations** initiated by the **Client**, The **Bank** may use the following systems: **Payment System of the National Bank of Georgia (RTGS)** or **International Interbank Transfer System (SWIFT).**

16.2.3. Transfer **Operations** in national currency (GEL) between commercial banks in Georgia initiated by the **Client** shall be executed through the **Payment System of the National Bank of Georgia (RTGS).**

16.2.4. To execute transfer **Operations** initiated in foreign currencies, **Bank** uses the following payment alternatives: **The Payment System of the National Bank of Georgia (RTGS)** – exclusively used for domestic transfer Operations in foreign currencies (USD/EUR); or the **International Interbank Transfer System (SWIFT)** – for both domestic and international transfers.

16.2.5. For executing foreign currency transfer **Operations** initiated by the **Client**, the transfer method is automatically selected by the **Bank** in the **Client's** best interest, prioritizing the system with the lowest fee. In the future within the scope of the technical capabilities the **Bank** has the right to offer the **Client** the functionality to independently choose the transfer execution method in accordance with the **Terms and Conditions** established by the **Bank**.

16.2.6. Execution of a transfer Operation through the **Payment System of the National Bank of Georgia (RTGS):**

16.2.6.1. Transfer **Operations** executed through the **Payment System of the National Bank of Georgia (RTGS)** are subject to the rules and limits established by the National Bank of Georgia. The National Bank of Georgia is authorized, at its own discretion, to establish/modify/increase the minimum or maximum limit of the **Operations** and/or set other types of restrictions. The **Bank** shall not be held liable for any damage caused to the **Client** resulting from the amendment of such rules and limits by the National Bank of Georgia.

16.2.6.2. As a participant in the **Payment System of the National Bank of Georgia (RTGS)** the **Bank** ensures the receipt and processing of transfer **Operations** initiated by the **Client**, in accordance with the rules, timeframes and tariffs established for this system.

16.2.6.3. The **Bank** is authorized to determine service fees for transfers **Operations** processed through the **Payment System of the National Bank of Georgia (RTGS)** taking into account the maximum limits set by the National Bank of Georgia.

16.2.6.4. The service fee for transfer **Operations** executed through the **Payment System of the National Bank of Georgia (RTGS)** is determined by the relevant annex of these **Terms and Conditions.** The **Client** acknowledges and agrees that transfer **Operation** tariffs are determined based on threshold amounts specified in the national currency and may be subject to change depending on the exchange rate fluctuations.

16.2.7. Execution of a transfer Operation through the **International Interbank Transfer System (SWIFT):**

16.2.7.1. The **Bank** ensures the execution of transfer **Operations** initiated by the **Client** through the **International Interbank Transfer System (SWIFT)** taking into account the intermediary (correspondent) banks and the rules set by them.

16.2.7.2. The **Client** acknowledges and agrees that the execution of international transfers by the **Bank** is subject to the transfer fees provided for by the relevant annex of these **Terms and Conditions**. The **Client** further acknowledges and accepts that additional fees may be charged by the beneficiary and/or correspondent bank(s). The **Bank** shall not be held liable for any commissions deducted, withheld, or blocked by the correspondent and/or beneficiary bank, any additional fees established by a beneficiary and/or correspondent bank, or any other taxes, nor for any consequences arising from the incomplete return of funds in the event of an unsuccessful execution of a payment order due to reasons beyond the **Bank's** control (including any flaws or delays caused through the fault of correspondent banks).

16.2.7.3. The **Client** acknowledges and agrees that other intermediary financial institutions may participate in the execution of a transfer **Operation** initiated through the **International Interbank Transfer System (SWIFT)**. Accordingly, the execution timeframes for the transfer **Operations** depends on the intermediary financial institutions and the beneficiary's bank. Therefore, the **Bank** shall not be held liable for any delayed execution of a transfer **Operations** carried out through the **International Interbank Transfer System (SWIFT).**

16.2.7.4. The **Bank** is authorized at its own discretion and without prior notice to the **Client** to select or change an intermediary bank for the purpose of the execution of an international transfer **Operation**, taking into account existing banking practice and **Bank's** technical capabilities.

16.2.8. The **Client** is fully responsible on every transfer **Operations** executed on the **Account** both before and after its closure.

16.2.9. The **Bank** is authorized to suspend transfer **Operation** or reject its authorization if at the time of the execution the available funds on the **Client's Account** are insufficient to cover the transfer amount and the commission fee of the intermediary Bank

16.2.10. The **Client** acknowledges and agrees that the **Bank** is not liable for any failure to fulfill transfer obligations or delayed fulfillment, including those related to international transfers, if: (a) the payment order could not be executed due to actions taken by the recipient and/or correspondent bank, including, but not limited to, blocking or suspending the amount to be transferred, thereby preventing the recipient from receiving the funds. (b) the amount being blocked by the **Bank**, correspondent, and/or recipient bank for anti-money laundering and/or other purposes.
16.2.11. The **Client** acknowledges and agrees that the **Bank** shall not be held liable for any changes in the expenses established for the execution of the **Client's** payment order for international transfers (including changes of transfer fees) if such changes are made by the recipient bank and/or the correspondent bank.
16.2.12. Transfer **operations** executed by the **Client** through the **Payment System of the National Bank of Georgia (RTGS)** and/or through the **International Interbank Transfer System (SWIFT)** are carried out in accordance with the rules, timeframes, and commissions established for these systems.

16.3. ***Transactions Performed on the Account.***
16.3.1. The funds may be credited on the **Client's Account** either by cash or by non-cash settlement in the manner prescribed by the **Legislation**.
16.3.2. The **Bank** shall ensure crediting the funds designated to the **Client's Account** and transfering of the funds from the **Client's Account** within the terms prescribed by the **Legislation**.
16.3.3. According to the decision of the **Bank**, depositing money into the **Account** may be allowed through the **Bank's ATM** equipped with the relevant functionality in accordance with the rules defined by the **Bank**.
16.3.4. In order to make a deposit to an **Account** using an **ATM**, the **Cardholder** must indicate the desired Account, description and place the sum in the **ATM** receiver.
16.3.5. If the amount deposited by the **Cardholder** in the **ATM** receiver (in the eligible currency) differs from the currency of the card account, the amount converted into the **Account** currency will be transfered to the **Account** chosen by the **Cardholder**. However, in case, after the initiation/confirmation of the currency exchange operation, before the completion of the **Transaction**, the **The Bank's Commercial Currency Exchange Rate** changes, the **Bank** is entitled to convert currency at the **Bank's Commercial Currency Exchange Rate** applicable at the time of reflection of funds on the **Client's** Account, regardless the information provided to the **Client** at the time of initiation/confirmation of the operation.
16.3.6. The **Cardholder** is obliged to carefully read any conditions/restrictions/instructions related to receiving money at the **ATM** and to follow the instructions prescribed by the **ATM** during the operation while performing **Transaction**, which includes obligation of the **Cardholder** not to place damaged, worn, folded, bound, fake banknotes in the **ATM**. Also, it is restricted to place coins and/or banknotes of different currencies in the **ATM** cashier at the same time. For the avoidance of any doubt, the list provided in this paragraph is not comprehensive and the delay/inability to deposit money to the **Account** using the **ATM** may be due to other circumstances. The **Bank** shall not be liable for any consequences incurred by the **Cardholder** due to non-fulfillment of the obligation(s) under this paragraph and/or any result due to the negligence of the **Cardholder**, including and not limited, the **Bank** shall not be liable for any damages/losses caused by withholding of funds as a result of the expiration of the time allowed for the execution of the operation.
16.3.7. The **Client** authorizes the **Bank** to receive and act under its **Instructions**, which the **Client** presents in writing, by telephone, electronically or via any other facilities defined by the **Bank** and acceptable for the **Bank**.
16.3.8. The **Bank** may not fulfil the **Client's Instruction** and inform the **Client** on failure to perform the instruction in the manner acceptable to it, if: (a) the **Client's** identification may not be ascertained; (b) the **Instruction** is prepared and presented to the **Bank** in violation of the procedure approved by the **Bank** or contains inaccurate information; (b) the sum referred to in the **Instruction** exceeds the sum available on the **Account** or the limits fixed by the **Bank**.
16.3.9. The **Bank** shall be entitled to suspend or/and not perform the banking **Transaction**, if the **Transaction** aims at illicit income legalization, financing of persons involved in unlawful actions and/or terrorism and other international offences.
16.3.10. In cases prescribed by the **Legislation**, immediately upon request of the **Bank**, the **Client** shall furnish the **Bank** with any document and information related to economic feasibility of the banking operation.
16.3.11. The **Bank** shall provide the service personally. Personal performance shall equal to the service provided by the employee(s), authorised representative(s) or/and the **Affiliates** (if any) of the **Bank.**
16.3.12. Neither agreement made with the **Affiliates** shall release the **Bank** from fulfilment of the obligations provided under the **Agreement**, including, without limitation, indemnification of any loss (losses).
16.3.13. In order to ensure complete and proper performance of liabilities under this **Terms and Conditions** by the **Client**, the **Client** gives the preliminary consent and assigns the **Bank** full authority to perform the following actions at the **Bank's** sole discretion:
16.3.13.1. Block and debit without further acceptance all payables (including, unambiguously, service fee, taxes/payables defined by the **Legislation,** erroneously credited funds etc.) from the **Client's** any **Account** maintained with the **Bank** and to direct such sums for covering/reducing the existing liabilities; and/or
16.3.13.2. If the sum payable and the sum available on the **Account** are in various currencies, the **Bank** shall by itself convert the funds at the **Bank's Commercial Currency Exchange Rate** applicable at the moment of payment and debit the conversion fee from the **Client's Account** without further acceptance**.**
16.3.13.3. Block/close the **Client's Account**, block/restore/write off funds from any of the **Client's** accounts in order to secure the fulfillment of the liability(ies) assumed by the **Client** under this **Terms and Conditions** (including the **Representations and Warranties** contained in the Article 3 of the **Terms and Conditions**) and/or any other contract(s) with the **Bank** (including the liabilities assumed under the credit and/or security contract(s)) or in the case of non-fulfillment and/or improper fulfilment (including, in case of such threat) of the mentioned liabilities;
16.3.13.4. Block/close/cancel any **Client's** account/**Card** and **Digital Channel** with the **Bank**, block/restore/write off the funds, suspend **Transaction(s)** and/or refuse to accepts payment order to protect the **Bank's**/**Bank's** other client's and/or third parties' interests, if the **Bank** suspects/becomes aware that:
16.3.13.4.1. The **Client** violates the legislation (including provisions of the law on facilitating of the prevention of money laundering and financing of terrorism and provisions of the Criminal Code of Georgia) of Georgia or any other country;
16.3.13.4.2. An unauthorized person has accessed, operated on, or performed any other action on the **Client's** accounts;
16.3.13.4.3. A transaction performed on/from the **Client's Account** is fraudulent and/or any other action was carried out under circumstances that raise suspicion of the transaction being unauthorized.
16.3.13.4.4. The confidentiality of access codes, the security of card data, and/or any confidential information and security rules related to the client's accounts, Cards, or remote channels have been violated;
16.3.13.4.5. The **Client**, the relevant transaction party, the banking institution servicing the payer, and/or the recipient, the intermediary banking institution, and/or any other party involved in the transaction does not consent to the **Transaction**.
16.3.13.4.6. The execution of the Transaction may result in a violation of the legislation of any country and/or the **Bank's** internal rules/procedures, including standards related to the execution of the **Transaction**.
16.3.13.4.7. The details specified in the payment order contradicts generally recognized ethical norms and/or the rules of customer conduct established by the **Bank** and/or contains information of such content that may be perceived as illegal, discriminatory or otherwise unacceptable.
16.3.13.4.8. Any action of the **Client** will (maybe) result in violation of the rules defined by the internal procedures and/or policies of the **Bank** and cause material or any kind of damage/loss to the **Bank**;

16.3.13.4.9. The said amounts may become disputed between the **Client** and third parties, which may cause damage/loss to the **Bank**.
16.3.13.4.10. The **Client**, **Client's** beneficial owner(s) and Director(s)/person(s) with managerial and representative authority, any person acting on behalf of the **Client** and/or any person that, in the **Bank's** view, has personal, relative and/or business connection with the **Client** is/are the person(s) sanctioned by the **Santioning Authoruty** and/or there is a threat that he/she/it/they will appear in the list of sanctioned persons;
16.3.13.4.11. The **Client** has a business relationship with a person, which (including member(s) of its founding structure, executive(s), beneficial owner(s), person(s) acting on its behalf and/or other related person(s)) is/are the person(s) sanctioned by the **Sanctioning Authority** and/or there is a threat that he/they will appear in the list of sanctioned persons;
16.3.13.5. Act according to the sanction(s) imposed by the **Sanctioning Authority** (including in the cases, where the decision(s)/instruction(s) is/are not binding on the **Bank**) and take any and all action(s) defined by the **Sanctioning Authority** and/or provided/required by the relevant sanction. Performace of the action(s) prescribed in the present paragraph will not constitute the **Bank's** breach of the **Terms and Conditions** and shall not result in the **Bank's** liability towards the **Client;**
16.3.13.6. Suspend/restrict any or all of the **Client's Transaction(s)** at its sole discretion, if according to the **Bank's** judgment, there is a risk, that execution of such **Transaction(s)** may result in the violation of any decision(s)/instruction(s)/recommendation(s) of the **Sanctioning Authority,** including in the cases where such decision(s)/instruction(s)/recommendation(s) is/are not binding on the **Bank;**
16.3.13.7. Request any information/documentation related to the **Client** and or the **Transaction** inititated by/for the benefit of the **Client** at its sole discretion and in case of non-receipt of such information/documentation within the time limit and in the form determined by the **Bank,** suspend/restrict execution of the **Transaction(s)** and/or close/block the **Client's Account(s);**
16.3.13.8. Carry out intensified preventive measures to identify the **Client,** the person(s) acting on behalf of the **Client** and/or the person(s) related to the **Client** and to verify him/her//it/them based on a reliable and independent source, furthermore, to establish the goal and the intended nature of specific **Transaction(s)** at its sole discretion. For this purpose, the **Bank** is authorized, at its sole discretion, to obtain from the **Client** and/or any third party(ies) and/or disclose to the relevant third parties (including without limitation supervisory/controlling body) any information/documentation related to the **Client,** the person(s) acting on behalf of the **Client** and/or the person(s) related to the **Client** and/or information/documentation related to the **Transaction(s)** initiated by/for the benefit of the **Client;**
16.3.13.9. Suspend the performance of specific **Transaction(s)** and/or block/close the **Client's Account** at its sole discretion, in case the ecexution of such **Transaction(s)** and/or providing service to the **Client** may cause threat/obstacle to the **Bank** in the relationship with other financial institution(s), payment system(s), payment service provider(s), regulatory/controlling body(ies) and/ot other partner(s)/contractor(s)/supervisor(s) of the **Bank;**
16.3.13.10. Suspend the performance of specific **Transaction(s)** and/or block/close the **Client's Account** at its sole discretion, if as a result of any decision of the **Sanctioning Authority** (including in the cases where such decision(s)/instruction(s)/recommendation(s) is/are not binding on the **Bank)** the **Bank** is unable to receive/process/execute the **Transaction(s)** initiated by/for the benefit of the **Client** and/or provide the **Client** with banking service**;**
16.3.13.11. Reduce the balance available on any of the **Client's Accounts** and thus block, reserve the respective funds in order to smoothly cover the **Client's** liabilities to the **Bank**, which includes but is not limited to the **Client's** credit obligations, current and/or future payments/debts, also to reimburse any damages/losses that the **Bank** suffered/may suffer as a result of the **Client's** breach of the obligations under the present **Terms and Conditions**;

16.4. ***Closure of the Account.***
16.4.1. The **Bank** is authorized to close the **Account** in the following cases: (a) at the request of the **Client**; (b) in the absence of a sum for a commission fee charged for the **Account** service and/or closure of the **Account** and/or absence of balance for at least one year; (c) upon the liquidator's statement and/or in the event of the completion of the liquidation process; (d) in the event of a person being declared bankrupt in the prescribed manner; (e) if the **Client** refuses to provide the **Bank** with the information based on the requirements established under the agreement between the Government of the United States of America and the Government of Georgia to Improve International Tax Compliance and to Implement the Foreign Account Tax Compliance Act (FATCA); (f) in other cases provided by the **Terms and Conditions**.
16.4.2. In case the **Client** has a debt in the form of **Account** service fee, the **Bank** will close the account based on the **Client's** application only after the **Client** pays the debt in full;
16.4.3. The **Bank** is entitled to refuse the **Client** to close the account in case the **Client** has any finantial obligations towards the **Bank**.
16.4.4. Pursuant to sub-paragraph "b" of paragraph 16.4.1 of this **Terms and Conditions**, the **Bank** is authorized to close the account without sending a prior notice to the **Client**.
16.4.5. Upon request by the **Client** to open a new **Account** or to reopen/reactivate an already closed **Account**, the **Bank** may, at its sole discretion, refuse the **Client's** request or execute it only (a) in case of full repayment of the debt to the **Bank** by the **Client** and/or (b) with distribution to a condition of a limitations/liabilities of the old **Account** to the newly opened **Account**.
16.4.6. If the **Bank** deems that the **Client** should close the account, a written request will be sent to the **Client** through the communication channel specified by the **Bank**, which will indicate the period in which **Client** is shall close the **Account**. If the **Client** does not close the **Account** after the expiration of this period, the **Bank** has the right to no longer accept payments to the **Account** (except for the payments that are necessary to repay the debt owed on the **Account**) and return the sum on the **Account** to the **Client**.

16.5. ***Terms of Using the Nominee Account***
16.5.1. A **Nominee Account** may be opened only for persons who have been authorized by the **Legislation** to hold a **Nominee Account**.
16.5.2. The **Client's Nominee Account** will be opened only after **Client** agrees to the relevant **Application** and fully submits the documents specified by the **Bank**.
16.5.3. **The Client** shall be liable for the accuracy of the filling in the documents (**Application** for opening an **Account**, **Instruction**, etc.). and, accordingly, it shall notify the **Bank** about all changes made to the information referred to in the **Application** in writing within 5 (five) calendar days from the date of modification. The **Client** shall bear liability for the results due to non-performance or/and improper performance of the obligation prescribed herein.
16.5.4. At the request of the **Bank**, the person who owns the **Nominee Account** is obliged to provide the **Bank** with information about its client(s), participant(s) and/or their beneficial owners.
16.5.5. Only the funds of the account holder's clients, which are owned and managed by this account holder in accordance with the legislation of Georgia, separately from their own funds, may be deposited on this **Account** and/or transferred from this **Account**.
16.5.6. Amount may be credited to the **Nominee Account** in both cash and non-cash manner, according to the requirements of applicable law. However, payment by cash from a **Nominee Account** is not allowed.
16.5.7. The **Client** is fully responsible for the content and description of the **Transactions** performed on the **Nominee Account**.
16.5.8. Disposing funds on a **Nominee Account** directly on the basis of a payment order submitted by the account holder's client/participant is prohibited.
16.5.9. Unless otherwise provided in this article (terms of using the **Nominee Account**), the rules established for the service of banking operations under the present **Terms and Conditions** shall apply to services with a **Nominee Account**.

17. Payroll Service

17.1. Payroll service means the transfer of funds for remuneration to the **Client's** employee's account(s) in accordance with the application-register submitted by the **Client** to the **Bank**.

17.2. In order to use the payroll program, the **Client** is obliged to apply to the **Bank** with the relevant **Application** and submit a fully and duly completed application-register.

17.3. The **Client** is entitled to submit the completed application-register to the **Bank** both electronically and in material/printed form, which must be certified by the signature and seal of the authorized representative of the **Client**. However, the electronic and original (material) versions of the application-register must be completely identical. The electronic version of the application-register shall be delivered to the **Bank** at the **Bank's** e-mail address.

17.4. The **Client** is obliged to additionally provide the **Bank** with copies of the identification documents of all employees indicated in the application-register for their further use by the **Bank** in order to open accounts for employees. In addition, the **Client** is obliged to comply with the requirements of the legislation on personal data protection and to ensure obtaining appropriate consents from the employees on the transfer and further processing of their personal data(s) for the purposes of payroll service. Any loss/damage caused as a result of violation legislation on personal data is the **Client's** responsibility.

17.5. The **Bank** is entitled to request from the **Client**, and at the request of the **Bank**, the **Client** is obliged to verify the data of any employee indicated in the application-register and/or to additionally submit the relevant documentation to the **Bank.** The **Client** is obliged to assist the **Bank** as much as possible in the correct and complete identification of the employee**.**

17.6. The **Bank** is not responsible for the transportation/delivery of cards to the **Client** and/or **Client's** employees.

17.7. At the request of the **Client**, the **Bank** is authorized to transport the prepared cards to the **Client** at the agreed address, for which the **Client** is responsible for obtaining the written consent of all employees for the delivery/transportation of their cards and submitting it to the **Bank** upon the request of the **Bank,** no later than 3 (three) calendar days after the request. The **Client** is responsible for all damages/losses caused to the **Bank** as a result of violation of the requirements of this article.

17.8. The **Bank** is entitled not to provide service, if application-register is not submitted in full and/or data indicated therein is not accurate.

17.9. ***Payment of Remuneration.***

17.9.1. After the **Bank** opens the accounts and issues **Cards** for **Client's** employees**,** the **Client** undertakes to transfer employee's remuneration monthly (or at other intervals, depending on specification of **Client's** activity) to the accounts opened/existed in the **Bank**.

17.9.2. The **Client** is entitled to transfer remuneration amount to the employee's accounts opened with the **Bank** independently by submitting individual payment orders in the **Bank's** branches/service-centers and/or by using the **Bank's** remote service channels.

17.9.3. In order to transfer employee's remuneration to the account opened in the **Bank,** the **Client** may use the **Bank's** Package Transfer Service (hereinafter – the **Package Transfer Service**), which is the service for transferring of remuneration by the **Bank** from the **Client's** bank **Account** to the employees' accounts based on the payment order submitted by the **Client** and the payroll register.

17.9.4. In order to transfer remuneration amount to the employees' accounts through the **Package Transfer Service**, the **Client** submits to the **Bank,** within 5 (five) working days from the activation of the **Package Transfer Service**, as defined by the **Agreement**, a payment order indicating the total remuneration amount of the employees and filled Payroll Register.

17.9.5. The **Client** is obliged to fully complete payment order and Payroll Register and provide the **Bank** with both, its electronic version, as well as original document, certified with the signature of the **Client's** authorized representative and seal (The **Client** sends a copy of the original Payroll Register to the **Bank** along with the electronic version to the e-mail address, and presents the original document to the **Bank**). Furthermore, electronic and original versions of payment order and Payroll registry shall be completely identical. An electronic version of payment order and Payroll Registry shall be delivered to the **Bank** at the email address from the **Client's** e-mail address registered in the **Bank**.

17.9.6. The **Bank** is entitled not to transfer remuneration to the **Client's** employee's accounts, if the electronic and original versions of the Payroll Register sent by the **Client** to the **Bank's** e-mail address are not identical. For the avoidance of any doubt, the **Bank** shall not be liable for any consequences arising out of any failure to perform the service on the basis of this clause.

17.9.7. The **Bank** will transfer the remuneration amount to the **Client's** employees only if there is an appropriate amount on the **Client's Account**. In case of non-availability of the relevant amount on the **Client's Account**, the **Bank** may not be required by the **Client** or **Client's** employees to provide the payroll services. For the avoidance of any doubt, the **Bank** shall not be liable for any consequences incurred due to non-performance of the services on the grounds provided for in this paragraph.

17.9.8. The **Client** is obliged to check and update the Payroll Registry on a monthly basis in order to avoid entry of the **Person(s)** having no employment relationship and to add new employees**.**

17.9.9. The **Bank** shall not be liable for the errors made during performing **Package Transfer Service**, if such errors are caused as a result of inaccurate information and/or errors made by the **Client** in Payroll Registry**.**

17.9.10. The **Client** is obliged to immediately notify the **Bank** in case of change in the address, phone number and/or any other contact details of its employees.

17.9.11. The **Client** is obliged without the **Bank's** prior written consent: (a) not to allow its employees to receive service identical to the service described in this paragraph from other **Third Party(ies);** (b) not to allow employees to be remunerated by cash, check or bypassing the **Bank**, and (c) not to transfer (or deliver as a cash or other alternative means) employees' remuneration to the accounts of the **Third Party(ies)**.

17.9.12. The **Client** is obliged to notify the **Bank** of dismissal of the employee or any other retirement/termination of employment immediately, as soon as such information is available to the **Client**. Such information shall be provided to the **Bank** in written form, by submitting a notice to the **Bank's** branches/service-centers or electronically by sending to the **Bank** email address. The abovementioned notice shall include surname, name, birth date and personal number of the employee and the date of termination of the employment.

17.9.13. The **Client** is obliged to notify the **Bank's** branch/service-center manager in case of termination of employment at least 5 (five) **Banking Days** prior to the making final settlement with the employee. Final settlement with the dismissed employee shall be made in non-cash, by transferring the final remuneration amount to the employee's account.

17.9.14. In case the **Client** terminates the payroll program service, the **Client** is obliged to continue to accrue remuneration to the accounts opened in the **Bank** to the employees who have a current credit obligation and/or any other liabilities arising from banking services to the **Bank** at the time of termination of the payroll service, until these liabilities are fully repaid.

17.10. ***Other conditions.***

17.10.1. The **Client** is obliged to ensure with the best of its power and by all means at its disposal the observance of the card security rules by its employees.

17.10.2. The **Client** undertakes to inform its employees about the obligation to visit the **Bank** to draw up documents necessary for opening the account(s).

17.10.3. Issues related to the employee's banking services (card usage rules, remote channel services, etc.) will be regulated independently by the relevant banking service agreement concluded between the **Bank** and the employee.

17.10.4. The **Parties** agree that the **Client** is obliged to notify the **Bank** in writing if it receives similar services from any other person, including those who compete with the **Bank** and/or its affiliates/related persons and whose interests are opposed to the interests of the **Bank** and/or of its affiliates in the same field.

17.10.5. If the **Client** does not use the requested and activated **Payroll Program** within 6 (six) months, the **Bank** is entitled to unilaterally terminate/suspend the **Client's** payroll program services and transfer the **Client's** employees to standard banking service tariffs.

17.11. ***Penalty***

17.11.1. The **Bank** is entitled to impose a one-time **Fine** on **Client** in case of violation of the obligation under clause 17.9.11 of the **Terms and Conditions** by the **Client**:

17.11.1.1. in the amount of 500 (five hundred) GEL, if no more than 50 employees of the **Client** are enrolled in the payroll program;

17.11.1.2. in the amount of 1000 (thousand) GEL, if 50 to 100 employees are enrolled in the payroll program;

17.11.1.3. in the amount of 2000 (two thousand) GEL, if 100 to 500 employees are enrolled in the payroll program;

17.11.1.4. in the amount of 10000 (ten thousand) GEL, if over 500 employees are enrolled in the payroll program;

17.11.2. The **Bank** is entitled to impose a **Penalty** on the **Client** in the amount of the debt owed to the **Bank** by each such employee in case of breach of the obligation under clause 17.9.14of the **Terms and Conditions** by the **Client**,.

18. The Card

18.1. ***General Conditions of Using the Card:***

18.1.1. The rules related to the use of the **Card** given in the **Terms and Conditions** apply in full to both the **Client** and the **Cardholder**(s) when using any type of card issued in accordance with this **Terms and Conditions**.

18.1.2. The use of **Card** is regulated by these **Terms and Conditions**, the **Legislation** and by the terms of license agreements between the **Bank** and international payment systems VISA Inc. and MasterCard Europe.

18.1.3. In order to receive a **Card**, the **Client** and the **Cardholder** must submit to the **Bank** a duly completed and certified application, in the form specified by the **Bank.**

18.1.4. The **Bank** issues the **Card(s)** on the basis of and in accordance with the joint application of the **Client** and the **Cardholder** and hands it over to the authorized owner specified in the **Application** (together with the access code (PIN-code) placed in a sealed envelope, and/or sent via a short text message to the mobile phone number specified in the **Application**, and/or delivered by other electronic means specified by the **Bank**) to perform operations from the **Account(s).** The **Card** is the property of the **Bank**.

18.1.5. The **Client** authorizes the **Bank** to provide the **Cardholder**(s) with information about his/her/its **Account(s)**. This information includes, without limitation, details about the **Account(s),** information about the balance on the **Account(s),** as well as the operations carried out on the **Account(s)**.

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

18.1.7. The terms of **Card Transaction** and its reflection of the **Account** may differ. The term of reflection of performed transaction on the account depends on the terms of processing of the operation by the international payment system.

18.1.8. In case the **Cardholder** does not contact the **Bank** to receive the **Card** within 6 (six) months after the **Card** is issued or does not receive the **Card** in another form, the **Bank** has the right to cancel the **Card**. In such case, the **Card** issuing/service fee will not be refunded to the **Client**.

18.1.9. **Card** transactions are reflected in the **Account** according to the following principle:

18.1.9.1.The operation performed in the currency of the **Account** is reflected in the **Client's Account** without convertation.

18.1.9.2. **Transaction** performed in GEL, USD, EUR and GBP will be reflected on the **Client's Account** at the **Bank's Commercial Currency Exchange Rate** between the **Transaction** currency and **Account** currency on the day the **Transaction** is processed, and the **Transaction** performed in other currencies will be reflected on the **Client's Account** at the **Bank's Commercial Currency Exchange Rate** between the **Account** currency and the settlement currency of the relevant payment system. Transactions performed with a VISA international payment system Card will be reflected on the account in USD, and in Transactions performed with a MasterCard international payment system Card - in EUR. The convertation rate between the currency of the transaction and the settlement currency of the relevant payment system is determined by the international payment system: VISA - https://bit.ly/2J92TPb, and MasterCard - https://bit.ly/3ozFTJt; in addition 1% of the transaction amount will be added to the operation performed with a VISA card in currencies other than GEL, USD, EUR, GBP.

18.1.10. If the PIN-code is entered incorrectly 3 (three) times in the **ATM**, the **Card** is blocked. The **Card** will be unblocked at the request of the **Client** and/or **Cardholder** or after 24 hours have passed since the **Bank** blocked the **Card**.

18.1.11. The **Card**(s) will be cancelled on its expiration date.

18.1.12. In case of cancellation of the **Card** before its expiration date, the **Card(s)** production fee paid (if any) will not be refunded to the **Client**.

18.1.13. The **Client** may:

18.1.13.1. Request and receive a **Statement** from the **Bank Account**;

18.1.13.2. Appeal banking **Transaction** carried out via **Card** if he/she/it considers that an unauthorized or incorrect operation has occurred. However, the **Client's** appeal against any **Transaction** does not imply the **Bank's** unconditional obligation to compensate the **Client** for any loss incurred as a result of such **Transactions**. Each case of customer appeal is reviewed individually in accordance with the rules set by VISA Inc., MasterCard EuropeInternational payment systems and applicable **Legislation**;

18.1.13.3. Send a written notification to the **Bank** before the **Card** expiration date and if necessary, request the renewal of the **Card**(s);

18.1.14. The **Bank** may:

18.1.14.1. If necessary, substitute the **Card** before its expiration date;

18.1.14.2. Send a notification to the **Cardholder** requesting to return the **Card** to the **Bank** and/or block it if there is a reasonable suspicion that the **Card** is being used for illegal activities during operations;

18.1.14.3. Suspend/terminate the validity of the **Card** if the **Cardholder** is no longer the person authorized to represent the **Client** for such **Card(s)** issued only in the name of the person authorized to represent the **Client**;

18.1.14.4. Charge the **Client's Account** with any and all relevant amounts (if any) equivalent to the **Card Transactions** performed in the period between lost of the **Card** and submitting relevant written or oral notification to the **Bank**;

18.1.14.5. Suspend or cancel the **Card** and take all the necessary measures to ensure that the **Client** repays all the liabilities to the **Bank** if the **Client** or additional caldholder(s) breach the obligations under the **Terms and Conditions** or if the **Client** is unable to repay his/her/its liabilities to the **Bank**.;

18.1.14.6. Suspend the **Card** if the **Bank** determines that the **Card** was used for illegal purposes or if Visa International, MasterCard Europe and/or any other payment system provide the **Bank** with an evidence that the **Card** was used for illegal purposes;

18.1.14.7. At its sole discretion, refuse to issue and/or substitute the **Card**;

18.1.14.8. Block the **Client's Account**/**Card** in case of nonfulfillment and/or improper fulfillment of obligations and to ensure the fulfillment of obligation(s) assumed by the **Client** under this **Terms and Conditions** and/or any other agreement(s) (including credit and/or collateral agreements) with the **Bank**;

18.1.14.9. Debit the **Client's** any kind of **Bank** account in the aggregate amount of all payables (including without any limitation the fees determined by the **Bank** for carrying out banking operations and the account service fees, payables/taxes determined under the Georgian law, erroneously transferred funds and compensation for loss/damages, overlimit/overspent funds) and use such funds for covering/reducing the **Client's** outstanding liabilities before the **Bank** and/or any other third person without the **Client's** further approval;

18.1.14.10. Without further consent of the **Client**, charge the **Account** with the funds equivalent to the amounts of **Transactions** that were carried out with the **Card**(s), including business **Card,** as well as, funds equivalent to the operations submitted by the banks and organizations through payment systems VISA.Inc and MasterCard Europe together with commission fee according to the tariffs applicable in the **Bank**.
18.1.15. The **Client** shall:
18.1.15.1. Transfer funds to the account(s) by cash or non-cash payment in the amount of the required contribution established in the **Bank** for the type of **Card** (if any), within 1 (one) banking day from the signing of the **Application**;
18.1.15.2. Retain all the documents reflecting the **Transactions** carried by means of the **Card** and present such documents to the **Bank** in case of any disputes;
18.1.15.3. Review all **Transactions** carried out with the **Card** and, if necessary, appeal the information about such **Transaction** to the **Bank** in writing within the period established by the **Legislation** at the end of each calendar month. If the **Client** fails to file such appeal within the set timeframe, it shall be deemed that the **Client** agrees to the accuracy of such information and may no longer file the appeal;
18.1.15.4. Dully pay all fees and commissions set by the **Bank** for the operations, as well as for the **Account** and **Card(s)** service fee(s), reimburse the expenses related to the loss of the **Card(s)** if necessary;
18.1.15.5. Inform the **Cardholder** of the present **Terms and Conditions** and ensure that he/she fulfills the obligations stipulated by the **Terms and Conditions;**
18.1.16. The **Cardholder** shall:
18.1.16.1. Check the integrity of the envelope containing the PIN-code/**Access Code;**
18.1.16.2. Regularly read and follow general terms and conditions of the **Card** and security rules established by the **Bank** which is available on **Bank's** web-site: www.libertybank.ge, protect strict confidentiality of **Access Codes**, included but not limited with the **Cardholder's** liability not to keep **Access Codes** or other materials in a form or on an electronic carriers, which allows to discredit or disclose them. Not to pass access codes to **Third Party(ies)** and/or not to disclose access codes in any other ways.
18.1.16.3. Not to pass **Access Codes** to **Third Party(ies)** and/or not to disclose access codes in any other ways.
18.1.16.4. Notify the **Bank** immediately in case the electronic device(s), where the **Client's Card** detail is stored is lost or transferred to a **Third Party** and/or the **Client's** authentication data is compromised.
18.1.16.5. Retain all the documents reflecting the transactions carried by means of the **Card** and present such documents to the **Bank** in case of any disputes;
18.1.16.6. Review all **Transactions** carried out with the **Card** and, if necessary, appeal the information about such **Transactions** to the **Bank** in writing within the period established by the **Legislation**. If the **Client** fails to file such appeal within the set timeframe, it shall be deemed that the **Client** agrees to the accuracy of such information and may no longer file the appeal;
18.1.16.7. Notify the **Bank** immediately about the loss of the **Card**. Based on a verbal application at the information center, the **Card** will be blocked throughout Georgia. In addition, to place the **Card** in the international stop list, the **Client** must submit a written statement to the **Bank**. Otherwise the **Bank** shall not be liable for any financial losses incurred by the **Client.**
18.1.16.8. Immediately return the **Card** to the **Bank** if the reported lost or stolen **Card** is found;
18.1.16.9. Conduct **Card** operations in accoridance with the present **Terms and Conditions**;
18.1.16.10. Immediately notify the **Bank** in case he/she becomes aware of or suspects unauthorized use of the **Card**, including the **Card** data.
18.1.16.11. Dispose the funds on the **Account** only in accordance with the goals related to the **Client's** activities.
18.1.16.12. Correctly indicate the description in case of using the service of depositing money into the **Account** through the **Bank's ATM** equipped with the appropriate functionality.
18.1.16.13. Not use the **Card** for illegal purposes, including for purchasing goods and services prohibited by the applicablelegislation of Georgia.
18.1.16.14. Immediately notify the **Bank** of the loss, cancellation of ownership, alienation, access by **Third Party(ies),** and/or any other changes related to the mobile phone number registered in the **Bank** that may affect the secure provision of services by the **Bank**, including **Banking Card 3D Security Service** delivery.
18.1.16.15. Return the **Card** to the **Bank:**
18.1.16.15.1. Based on the **Bank's** request;
18.1.16.15.2. In case of expiration of the validity period of the **Card**;
18.1.16.15.3. In case of **Card** damage;
18.1.16.15.4. In case of **Account** cancellation;
18.1.16.15.5. In other cases determined by the **Terms and Conditions**.
18.1.17. The **Bank** shall not be responsible for:
18.1.17.1. An illegal operation carried out with the **Card** before receiving a written application about the loss of the **Card** and paying a fee by the **Client** for putting the **Card** on the international stop list;
18.1.17.2. Any illegal operation carried out with the **Card**;
18.1.17.3. Operations carried out with the **Card** in case the **Cardholder's** representative authority of the **Client** is suspended/terminated and the **Client** has not informed the **Bank** about this.
18.1.17.4. **Card** blocking as a result of false notification;
18.1.17.5. Suspending the validity of the **Card**;
18.1.17.6. Delayed, incorrect or incomplete transactions caused by the international payment system or technical reasons;
18.1.17.7. The legality of the operation carried out through the **Card**;
18.1.17.8. The terms of actual reflection of **Transactions** carried out with the **Card** on the **Client's** account, if these operation was performed at a POS-terminal which does not belong to the **Bank.** Furthermore, **Transactions** performed by **Card** at the POS-terminals that belong to the **Bank** will be reflected on the **Client's Account** within 5 calendar days from the moment of carrying out the **Transaction**;
18.1.17.9. The possible loss that may be caused to the **Client** as a result of the change in the currency exchange rate between the date of the operation carried out through the **Card** and the date of reflection of these operation on the **Client's Account**.
18.1.17.10. The **Bank** will not consider the received claims if in case of loss of the **Card** the **Cardholder** violates the **Bank's** notification rules specified in the **Terms and Conditions**;
18.1.18. **Client** is responsible:
18.1.18.1. On all illegal **Transactions** carried out through the **Card**;
18.1.18.2. For financial liabilities arising before the **Bank** as a result of using the **Card**;
18.1.18.3. Any losses incurred as a result of any of the **Access Codes** or other information on the **Banking Card(s)** and/or **Cardholder(s)** becoming available to **Third Parties** by reasons independent from the **Bank**
18.1.18.4. Any **Transactions** carried out on the **Account** before or after the closure of the **Account**;
18.1.18.5. Any **Transactions** carried out by means of the **Banking Card** and/or **Access Codes.**

18.1.18.6. On the correctness of the specified description when using the service of depositing money into the **Account** through the **Bank's** ATM equipped with the appropriate functionality;
18.1.19. The **Client** is obliged to compensate the **Bank** for the damage caused by the **Cardholder's** violation of these **Terms and Conditions**;
18.1.20. The **Bank** is obliged to reimburse the **Client** for the amount of the unauthorized **Transaction** if the **Client** applied to the **Bank** within 40 (forty) calendar days after the execution of the unauthorized **Trasaction** and the **Client** and/or the **Cardholder** has not violated the obligations under the the **Legislation** or these **Terms and Conditions**.
18.1.21. If the **Client** and/or the **Cardholder** has not violated the obligations under the **Legislation** or this **Terms and Conditions** and the transaction was carried out as a result of illegal misappropriation or illegal use of the **Card** on the territory of Georgia, the **Client** is liable for damage not exceeding 100 (one hundred) GEL.

18.2. ***Business Card***
18.2.1. The **Business Card** is an international **Card** issued by the **Bank,** which is linked to the **Client's Account** and whose owner has the ability to dispose the **Client's** card account(s).
18.2.2. The **Business Card** can be issued to any natural person specified by the **Client**.
18.2.3. The **Business Card** is linked to the **Client's** monocurrency card account, on which the operations carried out using the **Card** or its credentials are reflected.
18.2.4. The **Client** is entitled to hold several **Business Cards**. For the avoidance of any doubt, the **Client** has the right to link an unlimited number of **Business Cards** to one account.
18.2.5. The **Client** has the opportunity to choose the type of **Business Card** offered by the **Bank** and the **Bank** has the right to refuse the **Client** to use a specific type of **Business Card** without any justification and/or impose other types of restrictions at its own disrection.
18.2.6. Operations allowed on the **Business Card** and limits are determined in accordance with **Appendix №1 – Service Fees and Conditions**
18.2.7. In case of **Overspending** (**Overlimit**) on the **Business Card**, the **Bank** is authorized to charge the penalty interest on the **Account** in the amount determined by the **Bank**. In the event of **Overspending** (**Overlimit**) on the **Account**, the **Bank** is entitled to automatically block all **Business Cards** linked to the **Account**.
18.2.8. The **Business Card** account is closed based on the written application of the **Client**, if there is not any kind of debt to the **Bank** on this **Business Card** account.
18.2.9. The **Business Card** account will be considered closed and the funds will be returned to the **Client** only after all outstanding debts to the **Bank** are paid.
18.2.10. If several **Business Cards** are linked to one **Card** account, the **Client** is entitled to cancel one or several (not all) **Cards** without closing the **Card** account and other **Card**(s) linked to it remain active.

18.3. ***Banking Card 3D security service***
18.3.1. The **3D security of the Banking Card** is an additional method of protection offered by the **Bank** to the **Client** and the **Cardholder**, purpose of which is to ensure the safe execution of **Transactions** carried out via the Internet with a **Card** included in the VISA or MasterCard international payment system in the form of the Verified by Visa and MasterCard SecureCode service.
18.3.2. Activation of the **3D security of the Card** can be carried out by the **Bank** on its own initiative in accordance with the present **Terms and Conditions** and the rules defined by the **Bank**. In addition, the **Bank** is authorized to activate **3D security**, based on the security requirements, including directly during the online **Transaction**.
18.3.3. When carrying out **Transactions** with the **Card** through the Internet, a **3D security** one-time SMS verification code will be sent to the number registered to the **Cardholder** in the **Bank**.
18.3.4. The **Client** knows and agrees that if the contact data specified in the **Bank** is incomplete and/or incorrect, he/she/it will not be able to use the **Card's 3D security** service.
18.3.5. In order to carry out online **Transactions** (purchase of goods and/or services) using the **3D Security**, it is necessary for the **Cardholder** to make sure of the authenticity of the website of the merchant (trade facility) and for this purpose it is necessary to meet at least the following conditions: (a) The logos of the **Bank** and Verified by VISA or MasterCard SecureCode shall be placed on the web-page of the merchant (trade facility); (b) requesting web-page shall have security certificates.
18.3.6. The one-time verification SMS code to be used by the **Cardholder** for **Transactions** is dynamic and is sent instantly during online **Transactions** (purchase of goods and/or services) with the **Card**.
18.3.7. The **Cardholder** is responsible for ensuring the confidentiality of the one-time verification SMS code and/or the information used during transactions via Internet, therefore the **Bank** and/or international payment systems of VISA/MasterCard are not responsible for any damage and/or loss arising as a result of failure to fulfill the said obligation.
18.3.8. The **Bank** has no power to control the services offered by the **Merchant** (trade facility), therefore the **Bank** is not responsible for inaccuracies arising from the services provided by the **Merchant** (trade facility), for damage/loss caused to the **Client**, **Cardholder** and/or **Third Parties**, as well as for the correctness/changes of the information on the **Merchant's** (trade facility) website and/or other errors arising as a result of the service.
18.3.9. The **Cardholder** and/or **Client** is responsible for all the orders that he/she/it gives the **Bank** after undergoing special security procedures when using the **3D Security Service**.
18.3.10. The **Bank** will take all measures to provide the **Client** and the **Cardholder** with **3D Security Service**, but the **Bank** shall not be responsible if it is not possible to provide this service due to reasons beyond the **Bank's** control (including, but not limited to, disruption of the **Bank's** system or **3D Security Service** due to updates and/or improvements, the **3D Secururity Service** may not be available on the websites of merchants operating in foreign countries).
18.3.11. It will not be considered a breach of the **Agreement** by the **Bank** and it will not be liable for the outcoming results when:
18.3.11.1. **3D Security Service** (or its part) cannot be provided due to reasons independent of the **Bank**;
18.3.11.2. Telecommunication facilities are faulty when conducting **Transactions** via the internet;
18.3.11.3. The **Cardholder's** hardware has a software virus;
18.3.11.4. **Client's** and/or **Cardholder's** security details (in particular, one-time SMS verification code) have been used in an unauthorized manner;
18.3.11.5. The **Bank** has not received the order(s) sent by the **Cardholder**.
18.3.11.6. The **Cardholder** changed the mobile phone number recorded in the **Bank** and did not notify the **Bank** about it.

19. Remote Banking Services

19.1. ***Internet Bank***.
19.1.1. If case of the **Bank's** approval, the **Client** is entitled to apply to the **Bank** with the relevant **Application** and, upon authorization by the **Bank**, to use **Internet Banking** service.
19.1.2. The **Client** has the right to designate one or more **Authorized Persons** on whose name the **Internet Bank User** may be registered based on the relevant **Application**. When an **Authorized Persons** sends an **Instruction** using the **Internet Bank**, it is deemed to be sent to the **Bank** by the **Client**.
19.1.3. Following the designation of an **Authorized Person** by the **Client**, the **Bank** shall provide the **Authorized Person** with the **Internet Banking** username and/or **Access Codes** using the methods specified by the **Authorized Person**. If the **Client/Internet Bank User** wishes to activate Digipass, they shall be required to use the activation code

sent by the **Bank** via the messaging field within 24 hours of receipt of the code, in accordance with the procedures established by the **Bank**. For the purposes of this Clause, Digipass shall mean a security device or mobile application that generates one-time codes for logging into **Internet Banking** and **Mobile Banking** and for authorizing transactions, instead of SMS messages.

19.1.4. Through the **Internet Banking** service, the **Client** is authorized to: (1) give the **Bank** an electronic **Instruction** to perform the following **Operations**: (a) transfer funds from the **Client's Account(s)** within the limit set by the **Bank**; (b) obtaining information that the **Bank** normally provides to the **Client** regarding the **Account(s)**; (c) currency conversion; (d) perform utility payments; (e) adding a user of the **Internet Bank** and defining the rights and/or (2) to carry out other actions permitted by the **Bank** for this channel.

19.1.5. The **Bank** is authorized to add the **Internet Bank User** based on the document provided by the **Client** by the means of communication defined by the present **Terms and Conditions** and/or further agreed between the **Parties**, in accordance with the conditions specified in the said documents, if it (the document) meets the standards required by the **Bank** at its (the **Bank's**) discretion, and fully includes complete information required for adding an **Internet Bank User**. For the avoidance of any doubt, the mentioned provision does not oblige the **Bank** to add the **Internet Bank User** on the basis of the submitted document.

19.1.6. The **Bank** is entitled to refuse registration/addition of **Internet Bank User** at its own discretion.

19.1.7. The **Client** acknowledges that, notwithstanding the authorizations specified in the **Application**, only the **Internet Banking Users** holding Level I authorization rights shall be granted the ability to manage the **Business Card** Account opened following the submission of the **Application** through the **Internet Banking**. The authorization level of the **Internet Banking User** shall be determined by the **Client** on the basis of the **Application**. In order to grant such authorization to another **Internet Banking User**, the relevant **Application** must be submitted to the **Bank**.

19.1.8. The **Client** is aware and agrees that adding an **Internet Bank User** equates to giving him/her the authority to represent the **Client**. Thus, in case of the **Authorized Person's** representative authority is limited/cancelled for any reason, the **Client** is obliged to cancel the **Internet Bank User** and/or change the relevant **Role**. For the avoidance of any doubt, the **Authorized Person** will have the opportunity to exercise the powers assigned to the relevant **Role** of the **Internet Bank User** on behalf of the **Client**, until the **Client** applies to the **Bank** with a request to cancel the **Internet Bank User** or change the scope of authority in accordance with the procedure established by the **Bank**.

19.1.9. The **Bank** shall not be liable for any and all transactions/instructions carried out by the **Authorized Person** through the use of **Internet Banking**. Accordingly, the **Client** acknowledges and confirms that the **Client** shall bear full and sole responsibility for any transactions and instructions executed by the **Authorized Person** through **Internet Banking**, as well as for any consequences arising therefrom.

19.1.10. The **Internet Banking User** shall be entitled to unilaterally change the security level specified in the relevant **Application**.

19.1.11. The **Bank** is also authorized to offer other additional services to the **Client** from time to time through the **Internet Bank**, using of which by the **Client** automatically implies consent to use of the said service(s).

19.1.12. The **Parties** acknowledge and confirm the fact that the **Operations** performed through the **Internet Bank** have the same legal force as a document printed on paper confirmed (in writing and signed) by the person authorized to dispose of the account.

19.1.13. The **Client** will be provided with the identification data and/or electronic means and/or devices, which are used to identify the **Client**/**Authorized Person** on basis of the application in order to use **Internet Banking** services. The **Client** is obliged to check the functionality of such devices or means within 7 (seven) calendar days after receiving them.

19.1.14. The **Application**, which is an annex to the **Agreement**, defines: (a) the **Client's** account(s) number(s) and/or the products on which the **Client** has the right to use **Internet Banking;** (b) identification data of the authorized representative of the **Client** who has the right to use **Internet Banking** on the said account(s); (c) contact data and/or devices, which may be used to provide **Internet Bank Access Codes**; (d) authorization levels, roles, limits of the **Internet Bank User**/**Authorized Person** and rights and duties of the **Client**/**Role** and/or other characteristics determined by the **Bank**.

19.1.15. Any technical means, which the **Bank** transfers to the **Client** and/or **Authorized Person**, is the property of the **Bank** and shall be used by the **Client** according to the requirements set forth in the present **Terms and Conditions**.

19.1.16. The **Bank** is authorized to create additional mechanisms and rules for the identification of the **Client** and/or **Authorized Person** and for the security of him/her thereof, for which purpose the **Bank** can unilaterally impose restrictions on the **Client's** active **Operations**.

19.1.17. The **Instructions** sent from the **Client** through the **Internet Bank** after the end of the current banking day will be received by the **Bank** for execution on the next banking day and will execute it according to the procedure established in the **Bank**. In addition, the **Bank** is entitled, but not obliged, to check the authenticity of the received **Instruction**.

19.1.18. In the event of any inconsistency between instructions issued by the **Client (Authorized Person)**, the latest instruction issued by the **Client (Authorized Person)**, regardless of the means by which it was given, shall prevail.

19.1.19. The **Bank** is entitled not to fulfill the **Instruction** sent by the **Client** through the **Inernet Bank** if the details/fields of the **Instruction** are incompletely and/or incorrectly filled in by the **Client** and/or the **Authorized Person**. For the avoidance of any doubt, the said condition does not oblige the **Bank** to check the correctness of the **Instruction**;

19.1.20. The **Bank** is entitled to cancel the **Client's** authorization and/or cancel the **Client's** corresponding **Internet Bank User** if the **Client** does not use the **Internet Bank** for more than 6 (six) months. The **Client** is entitled to request the activation of the mentioned service on the condition of payment of the relevant fee (if any).

19.1.21. The **Client** is obliged to confirm the **Operation** within the period specified by the **Bank** when converting the currency at a rate different from the rates determined by the **Terms and Conditions** on the basis of the **Bank's** consent. In case of non-confirmation by the **Bank** within the mentioned period, the conversation will not be carried out.

19.2. ***SMS Bank and Mobile Bank.***

19.2.1. In case of the **Bank's** approval, the **Client** is entitled to apply to the **Bank** with the appropriate **Application** and, upon authorization by the **Bank**, to use the services of **SMS Bank** or **Mobile Bank**. The **Client** is also entitled to use other banking products established by the **Bank**.

19.2.2. **SMS Bank** shall be automatically activated for all of the **Client's** existing and/or future accounts, unless otherwise provided for in the **Application** completed by the **Client.**

19.2.3. The **Bank** is entitled, at its own discretion, to refuse to activate the **SMS Bank** service to the **Client** if the relevant person is not registered with the **Bank** as the **Client's** authorized representative.

19.2.4. Upon the **Client's** request, **SMS Bank** may be activated either for a specific account or for a specific banking transaction.

19.2.5. Communicating with the **Client** in connection with the use of the **SMS Bank** service, the **Bank** shall be entitled to use the **Verified Number**.

19.2.6. The **Bank** informs the **Client** via SMS to the mobile phone number specified by the **Client** in the application about the performed **Operation**. The said notification will be sent immediately after the **Operation** is completed in the form prescribed in the **Bank**; The **Bank** is not responsible for the consequences caused by the disclosure of confidential information as a result of changing the number specified in the **Application** by the **Client**, alienating it, losing the mobile phone or SIM card, transferring it to someone else, and any other similar situation.

19.2.7. The **Client** shall pay the **Bank** the fee (if any) established by the **Bank** for the use of the **SMS Bank** service:

19.2.7.1. The **Bank** shall be entitled, at its sole discretion, to determine an additional fee for the **SMS Bank** service, which shall be added to the cost of the relevant tariff package(s) established by the **Bank**.

19.2.7.2. For the purpose of receiving the **SMS Bank** service, the **Client** shall designate an account from which the **SMS Bank** service fee shall be collected. For the purposes of this Article, an **SMS Bank** Fee Account shall mean the multi-currency account selected by the **Client**, which shall be used by the **Bank** to debit the fee payable by the **Client** for the **SMS Bank** service. The **Bank** shall determine, on the basis of the **Application**, the types of accounts that the **Client** may designate as an **SMS Bank** Fee Account.
19.2.7.3. If the **Client** fails to designate an **SMS Bank** Fee Account for the purpose of receiving the **SMS Bank** service, the **Bank** shall be entitled, at its sole discretion, to designate such account until the **Client** changes the designated **SMS Bank** Fee Account.
19.2.7.4. If the account designated by the **Client** as the **SMS Bank** Fee Account has no funds or an insufficient balance to cover the fee for the **SMS Bank** service, the **Bank** shall be entitled to debit the relevant fee from any of the **Client's** accounts without obtaining the **Client's** additional consent (on a non-acceptance basis). Furthermore, if the amount payable and the funds held in the account are denominated in different currencies, the **Bank** shall be entitled to perform the currency conversion at its commercial exchange rate applicable on the payment date, and to debit the cost of the conversion service from the **Client's** account without the **Client's** acceptance.
19.2.7.5. In the event that the **Client** fails to pay the additional fee established for the **SMS Bank** service, the **Bank** shall be entitled to terminate, restrict or suspend the provision of the services contemplated under the **SMS Bank** service to the **Client**.
19.2.8. The **Client/Client's** authorized representative shall be entitled, at any time, to contact the **Bank** and cancel the **SMS Bank** service by submitting the **Application**.
19.3. ***Other remote channels.*** The **Parties** agree that the list of remote channels specified in the **Terms and Conditions** is not exhaustive and the **Client**, is entitled to use other additional products (services) offered by the **Bank** on the basis of the relevant **Application** submitted to the **Bank**.

19.4. ***Security Conditions for Remote Banking***
19.4.1. The procedures and rules for accessing **Remote Banking Services** are established by the **Bank**.
19.4.2. The **Client** is not identified by signature or identity documents when using **Remote Banking Services**. While using the **Remote Banking Services**, the **Client** is identified after going through the electronic authentication procedures, which allows the **Client** to use **Remote Banking Services** if his/her/its (the **Client's**) authenticity is established. Any action performed after the user has been logged in/identified after passing the electronic authentication procedures established by the **Bank,** is considered to be duly executed by the **Client** and to have the appropriate legal force.
19.4.3. In order to safely use the **Internet Bank/Mobile Bank**, the **Client** and the relevant **Authorized Person** of the **Client** are obliged to:
19.4.3.1. Safely store any information, devices (if applicable) and **Access Codes** required to use **Internet/Mobile Banking**. The **Client** and relevant **Authorized Person** are restricted to disclose such information to any **Third Parties.** The **Client** and relevant **Authorized Person** are obliged to inform the **Bank** immediately if they learn about or suspect the unauthorized use of **Remote Banking Services**;
19.4.3.2. Change the **Access Code** at the first login to the **Internet/Mobile Bank** and to periodically change it thereafter in order to protect security and protect its (**Access Code's**) confidentiality;
19.4.3.3. Immediately inform the **Bank** in case of loss and/or disclosure of the **Access Code** and device (if any), on the basis of which the **Bank** is authorized to suspend the **Internet/Mobile Banking Service** on the **Client's Account**;
19.4.3.4. Do not leave the terminal or other device from which he/she entered the website of the **Internet Bank** tuned on when entering the indicated website and do not allow the use of the mentioned website or terminal or the relevant device by a **Third Party**, until the **Client** leaves this website in compliance with the appropriate security measures. The **Client** is obliged to make sure that he/she/it has left the mentioned website and that it cannot be used by a **Third Party**;
19.4.3.5. Notify the **Bank** in a timely manner about the change of address and/or if, in his opinion, an error has been made in the **Statement** or an unauthorized **Operation** has been carried out. The **Client** is also obliged to carefully check the **Transaction** records and **Account(s) Statements**. He/She/It is obliged to inform the **Bank** immediately in case of any discrepancy.
19.4.4. The **Bank** shall not be responsible for the following when the **Client** uses **Internet/Mobile Banking** and/or other **Remote Banking Services**:
19.4.4.1. Any loss or damage caused without limitation by technical defect, electronic transmission failure, illegal intrusion into the **Bank's** electronic systems, or other electronic means;
19.4.4.2. Any loss or damage caused by service interruptions and/or service overloads affecting the functionality of electronic systems;
19.4.4.3. On the consequences caused by the failure of the computer, **Mobile Phone**, network or software belonging to the **Client** or another person, as well as by the receipt of confidential information performing **Operations** by a **Third Party**;
19.4.4.4. If: (a) the **Bank** has not received the **Instruction(s)** sent by the **Client** and/or **Authorized Person**; (b) the **Client** and/or the **Authorized Person** has provided the **Bank** with the incorrect or incomplete information; (c) a **Third Party** was involved in the Internet connection between the **Client** and the **Bank**;
19.4.4.5. loss or damage to the **Client's** and/or **Authorized Person's** data, software, computer, telecommunications or other equipment;
19.4.4.6. Any type of electronic virus or viruses that may be found on the **Client's** and/or **Authorized Person's** devices;
19.4.5. The **Client** acknowledges the risk that the use of the **Internet/Mobile Bank** is related to the exchange of information in electronic form and is therefore responsible for any damage caused by illegal access to the **Internet/Mobile Bank** by any **Third Party**.
19.4.6. The **Bank** shall not be liable for any loss or damage caused by the use of the **Internet Bank** by the **User** registered/added on the basis of the **Client's/Authorized Person's Application** (including through **Internet Banking**).
19.4.7. The **Bank** is not responsible for mobile phone service and only the mobile phone service provider shall be responsible for providing such service to the **Client**, also on the disputed situation between the **Client** and the mentioned mobile phone service provider.
19.4.8. The **Bank** reserves the right to periodically make changes, improve and/or change **Remote Banking Services**.
19.4.9. The **Bank** reserves the right to suspend or terminate the **Internet Banking** service provision at its sole discretion, without prior notice to the **Client** in order to protect the interests of the **Client**, if the **Bank** suspects that security norms are being violated or suspension/termination of the **Internet Banking** service is appropriate for other reasons.

20. Foreign Exchange Service

20.1. ***Terms for carrying out Foreign Exchange Service:***
20.1.1. For the purposes of carrying out Foreign Exchange transaction, the **Bank** may act as a principal buyer or agent buyer in its relationship with the **Client.**
20.1.2. The **Client** acknowledges and agrees that while entering into Foreign Exchange transaction, the **Bank** does not act as a **Client's** fiduciary or advisor, except for the cases when such type of relationship is priorly agreed between the **Parties** in writing.
20.1.3. The **Client** is entitled to place trade request/instruction in the form set forth by the **Bank** and through the remote and physical channels defined by the **Bank.** The **Bank** is not obliged to receive or act in accordance with the instruction submitted by the **Client** in any form (including electronic and/or oral). The **Bank** is authorized to fully or partially refuse performing instruction received by the **Client** at any time.
20.1.4. In case the **Client's Instruction** is received via electronic means, including Bloomberg's electronic platform, the **Bank** will use procedures established by the present **Terms and Conditions** and/or agreed with the **Client** in any other way.
20.1.5. The **Bank** will notify the **Client** in case of pre-hedging**.** The **Bank** will explain to the **Client** all risks related to such action. Pre-hedging shall be carried out with the purpose not worsening the **Client's** conditions. All material income, if any, received as a result of pre-hedging, shall be fully disclosed to the **Client**. The **Client** acknowledges

that pre-hedging may affect the price that can be suggested by the **Bank** to the **Client** for the transaction, as well as, among the other things the liquidity available for the performance of the transaction.

20.1.6. The **Instructions** received from the **Client** shall be performed by the **Bank** fairly and reasonably, considering the conditions existed on the market. The **Bank** may make decision on partial performance of the instruction in accordance with the **Bank's** internal politics and procedures.

20.1.7. In case several identical instructions are placed for the same product and/or same pair of currencies, the **Client** will be prioritized according to the time of placement of the instruction (according to the first come first served principle).

20.1.8. If the **Client** is interested in performing Foreign Exchange transaction:

20.1.8.1. He/She/It is obliged to submit to the **Bank** the **Instruction** in the form of Foreign Exchange transaction application, no later than 17:30 pm of the transaction day.

20.1.8.2. The **Bank** is authorized to require from the **Client** and in case of request the **Client** is oblidged to deposit the funds (balance) sufficient for purchasing the amount indicated in the Foreign Exchange transaction **Instruction** and commission fee on the **Account** opened in the **Bank** no later than 17:00 pm of previous day of the conclusion of the transaction.

20.1.9. The **Bank** is authorized to cancel the **Client's Instruction/Application** in case the **Client** fails to deposit funds sufficient for performing **Instruction/Application** and for covering commission fee on the **Account** opened in the **Bank** by 11:00 of the transaction day.

20.1.10. The **Client** is obliged to ensure the correct completion of the Foreign Exchange transaction **Instruction/Application.** However, the **Bank** is authozed to indicate to the **Client** about the faults and/or inaccuracies in the **Instruction/Application** at its sole discretion**.** Any damage or loss caused as a result of submitting incomplete and/or inaccurate **Instruction/Application** is the **Client's** responsibility.

20.1.11. The amounts deducted/blocked by the **Bank** in the relation of the **Instructions/Applications**, that are not be performed, will be credited to the **Client's Account** no later than next **Banking Day**.

20.1.12. The **Bank** is authorized to block and deduct from the **Client's Account** the amount sufficient to conclude Foreign Exchange transaction and **Bank's** commission fee without the **Client's** further consent, to transfer the amount on the **Bank's** internal account and transfer it according to the appropriate purpose and to credit the amount purchased as a result of Foreign Exchange transaction on the **Client's Account**.

20.1.13. The **Instruction/Application** submitted by the **Client** about Foreign Exchange transaction can be cancelled through remote and physical channels defined by the **Bank**. The **Instruction/Application** can be cancelled only in case the mentioned instruction has not yet been executed and only with the consent of the **Bank.**

20.1.14. When dealing with a **Client** in the role of an agent, the **Client** is exposed to the risk that his order or trade request may not be fully replenished (including if the market has changed in favor of the **Client**), or it may be replenished at a less favorable level, because the market situation has changed in this interval of time, between the moment of sending a request for an order or a request for a quote and the period when the receipt is confirmed by the **Bank**.

20.2. ***Trading using the Bloomberg trading system***

20.2.1. If the **Client** is connected to Bloomberg's electronic trading system, he/she/it (the **Client**) can enter into Foreign Exchange transaction through Bloomber's trading system.

20.2.2. In order to enter into the transaction, the **Client** is obliged to grant the status of counterparty to the **Bank** in the trading system**.**

20.2.3. The transactions can be concluded through trading system at every banking day and there is no time limit for its conclusion.

20.2.4. The change and/or cancellation of the terms of the transaction concluded through the trading system on the day of conclusion of the transaction is registered in the trading system by the **Parties**.

20.2.5. The **Parties** agree that the transaction concluded through Bloomberg's electronic trading system has the same legal force as the agreement signed by the authorized representatives of the **Parites**.

20.2.6. The settlement between the **Parties** is made through the **Client's Account** opened in the **Bank** in accordance of the terms of the concluded transaction**.** In addition, the **Client** is obliged to make settlement on the settlement day indicated in the transaction, while the **Bank** makes the settlement only after the **Client** has made the settlement.

20.2.7. The settlement is made only in non-cash form.

20.2.8. The **Client** consents and authorizes the **Bank** to deduct the amount of the transaction concluded through Bloomberg's electronic trading system and all related payables, including service fee from the **Client's Account** maintained in the **Bank** without the **Client's** further acceptance.

20.2.9. In case the **Client** fails to make settlement on the transaction settlement day, the settlement is made on the next **Banking Day**. In case the settlement is not made on the next **Banking Day**, the **Bank** is entitled to cancel the transaction. Furthermore, the **Client** is obliged to pay to the **Bank** the penalty for cancellation of the transaction in the amount of 5% of the transaction amount.

20.2.10. In case of cancellation of the transaction, the **Client** is obliged to fully return to the **Bank** the amount paid according to the transaction no later than on transaction cancellation day. The **Client** shall be charged for each overdue day by the amount corresponding to 5 percentage points added to the TIBR rate charged to him/her/it in the case of a national currency amount, and in the case of a foreign currency amount, an amount corresponding to 5 percentage points added to the benchmark (risk-free) interest rate charged to him/her/it, and in case benchmark (risk-free) interest rate in not detectable for the relevant foreign currency, then the amount corresponding to 5 percentage points added to the refinancing rate established in the country of the relevant currency.

20.2.11. In case of violation of the settlement term of the transaction, the **Client** is obliged to pay to the **Bank** additional penalty interest on overdue amount for each overdue day of the settlement. The annual penalty interest rate for the amount in national currency is 5 percent point added to the TIBR rate of the settlement day, and in case of overdue the foreign currency amount, 5 percent point added to the overnight benchmark (risk-free) rate. Furthermore, if the benchmark (risk-free) rate is not detectable in the relevant currency, the penalty intereset is 5 percent point added to the refinancing rate established in the country of the relevant currency.

20.2.12. The **Bank** is entitled to deduct (including in the way of conversing) pentaly interest rate and fine from the **Client's Account** in the **Bank** without the **Client's** further consent. In case of insufficient funds on the **Client's Account**, the **Client** is obliged to pay penalty interest rate and fine no later than within 5 (five) **Banking Days** from the transaction settlement day.

20.2.13. The persong concluding transactions in the Bloomberg's electronic trading system on behalf of the **Client** is deemed to have the appropriate authority and the **Bank** is not obliged to additionally verify the authority of the person acting on behalf of the **Client**. Any claim by the **Client** regarding the unauthorized use of the relevant access means (including USER ID and ect.) of the Bloomberg electronic trading system cannot be a basis for challenging the authenticity of the transaction.

20.2.14. The **Client** is obliged to notify the **Bank** in case of cancellation of the system participant status.

20.2.15. The execution of the concluded transaction is mandatory for the **Client** even after cancellation the system participant status.

20.3. ***Performing Foreign Exchange transaction on B-match platform***

20.3.1. The rules for trading on **B-match** platform differ from the trading rules applicable at Bloomberg's unified system. The **B-match** platform ensures automatic pairing (matching) and execution of matching transactions. The identity of the author of application is anonymous before the conclusion of the transaction. The **Client** acknowledges and agrees that the terms and conditions of the **B-match** platform fully apply to him/her/it.

20.3.2. While performing Foreign Exchange transaction by using the **B-match** platform, the **Bank** acts as an agent trader of the **Client,** which means, that the **Bank** concludes Foreign Exchange transaction with other participant of the market while performing **Clint's Instruction/Application.** Furthermore, the **Client** acknowledges and agrees that in such cases the **Bank** does not bear currency risks and currency risks are fully transferred to the **Client.**
20.3.3. The **Bank** is authorized to define for the **Client** limits or minimal treshhold for trading on **B-match** platform.
20.3.4. The **Client's Instruction/Application** on the **B-match** platform is deemed to be received/accepted by the **Bank** only after the **Bank** places **Instruction/Application** on **B-match** platform and notifies the **Client** about it**.**
20.3.5. The **Client** is obliged to clearly indicate that he/she/it is willing the instruction to be placed on **B-match** platform while submitting the instruction**.** Furthermore, the **Client** is obliged to indicate the amount and desired exchange rate in the **Instruction/Application.**
20.3.6. The **Instructions/Applications** placed on the **B-match** platform may be executed/matched fully and/or partially. In case of partial execution of the **Instruction/Application,** the **Instruction/Application** within the scope of the remaining amount will be deemed by the **Bank** cancelled or may remain as an independent **Instruction/Application.**
20.3.7. The transaction concluded on the **B-match** is final and is subject to mandatory execution. After the **Client** enters into the agreement with the **Bank,** the exchange rate may change on the market, which can not be the basis for canceling of the transaction. The amendment in the transaction terms and/or canceling the transaction is possible only in case of mutual agreement of the **Parties.**
20.3.8. The **Client** is obliged to pay fixed commission fee for submitting the application and settlement fee according to the amount defined in the **Appendix №3 Foreign Exchange Service Fees** of the present **Terms and Conditions**. Each transaction executed on the **B-match** platform according to the **Client's Instruction/Application** shall be considered an independent instruction/application for the purposes of defining and calculating the settlement fee.
20.3.9. If the **Client's Instruction/Application** on the **B-match** platform will be executed with a market participant other than the **Bank,** the **Bank** will transfer the amount to the **Client** only after the market participant that executed the application will thansfer the relevant amount to the **Bank.**

20.4. ***Additional terms of trading***
20.4.1. The **Client** acknowledges and agrees that the execution of his/her/its **Instruction/Application** is determined by market conditions, confirms that the **Bank** is not responsible for non-execution of applications due to the market conjuncture and agrees to pay the commission fee set forth by the **Bank** according to the applications submitted to the market, regardless of the failure to satisfy his/her/its application due to market conjuncture.
20.4.2. The **Bank** is entitled not to accept incorrectly completed or untimely submitted instructions/applications from the **Client.**
20.4.3. In order to ensure full and proper perfrormace of the liabilities undertaken under the **Terms and Conditions,** the **Client** gives his/her/its prior consent on the **Bank's** authority to perform the following at its sole discretion:
20.4.3.1. Block and debit all payables (including unambiguously any kind of service fee), taxes/paybles defined by the **Legislation,** erroneously deposited amount etc.) from the **Client's** any **Account** maintained with the **Bank** without his/her/its further acceptance and direct such sums to cover/reduce the existing liabilities;
20.4.3.2. Convert the funds at then applicable **Commercial Currency Exchange Rate** and debit from the **Client's** account conversion fee without further approval of the **Client** if the amount to be paid and the amount available on the **Bank Account** are in different currencies;
20.4.3.3. The **Bank** is authorized not to transfer to the **Client** relevant funds to be received as a result of Foreign Exchange transaction **Instruction/Application,** until such funds are received by the **Bank.**
20.4.4. In order to ensure the execution of the Foreign Exchange transaction **Instruction/Application** submitted by the **Client** to the **Bank,** the **Bank** is authorized to require from the **Client** and in such case the **Client** is obliged to provide advance security of the transaction in the form of pledge (including financial collateral)**.**
20.4.5. The amount received as a transaction collateral will be refunded to the **Client** only after making settlement according to the **Instruction/Application**.
20.4.6. In case the **Client** fails to make settlement according to the **Instruction/Application** or there are not funds on the **Client's Account** in the amount indicated in the **Instruction/Application**, the **Bank** is authorized to use collateral amount to satisfy any and all of its claims under the present **Terms and Conditions**, including any payables of the **Client** to the **Bank.**

20.5. ***Foreign Exchange Service Fee***
20.5.1. The Foreign Exchange Service fees/tariffs that is to be paid by the **Client** is determined in accordance with the **Appendix №3 Foreign Exchange Service Fees** to the present **Terms and Conditions.** Service tariffs and fees that are not given in the relevant annex to the present **Terms and Conditions,** will be defined according to **Parties'** agreement in the moment of submission of the **Instruction/Application** by the **Client** to the **Bank.**
20.5.2. As a principal trader, the **Bank** is authorized to take into consideration such factors as liquidity of the transaction type on the market, the volume and/or complexity of the transansaction, credit costs, balance sheet and capital, risk limit, trading processing costs, sales efforts and other relevant points while pricing. Since these factors may vary, the **Bank** is aurthorized to offer the **Client** different tariffs for the same and/or similar Foreign Exchange transaction.
20.5.3. Unless otherwise difened by the **Terms and Conditions**, service fee will be deducted by the **Bank** from the **Client's Account** without the **Client's** consent.
20.5.4. Non-payment of any service fee by the **Client** entitles the **Bank** to suspend and/or terminate the **Client's** right to use Foreign Exchange transaction service.
20.5.5. The **Client** is obliged to pay the **Bank** commission fee for accepting Foreign Exchange transaction **Instruction/Application** regardless to whether the said **Instruction/Application** is executed or not.
20.5.6. The **Bank** is authorized to impose additional fee on the **Client** for cancellation of Foreign Exchange transaction **Instruction/Application.**
20.5.7. The **Bank** is authorized to receive **Instruction/Application** from the **Client** at a certain value, for some types of Foreign Exchange transactions offered by the **Bank** to the **Client.** In such case, value of the **Instruction/Application** received by the **Bank** may include the **Bank's** mark-up, which may exceed the value of the transaction executed and/or to be executed. The information about the **Bank's** mark up will be provided to the **Client** prior to execution particular Foreign Exchange transaction at the time of receiving the **Instruction/Application.**
20.5.8. For trading on the **B-match** platform, the **Client** is obliged to deposit in the **Bank** as a margin certain amount agreed between the **Parties** in advance, which will be used by the **Bank** without the **Client's** further consent in case there is not sufficient balance on the **Client's Account** at the time of execution of the **Instruction/Assignment**.
20.5.9. If the **Client** has outstanding liabilities towards the **Bank**, the **Bank** will firstly deduct the appropriate amount from the **Client's Account** to repay the liabilities. Only after covering such liabilities can the **Client** dispose the remaining funds at its own discretion.
20.5.10. The **Bank** is authorized to determine the order of repayment of the debt owed by the **Client** to the **Bank** in any specific case.

21. Final Provisions
21.1. The **Parties** confirm that in expressing their consent to the **Terms and Conditions**, they have acted as a result of reasonable judgment, have read the terms in advance, fully understand the content of the **Terms and Conditions** and it have been properly studied by the **Parties**.
21.2. The **Bank** owns the copyright to any **Intellectual Product** of the **Bank** (including the **Bank's** website, mobile applications, business methodology, etc.) which **Client** uses within the scope of this **Terms and Conditions**.

21.3. Unless otherwise specified in the **Terms and Conditions**, the **Bank's** request must be fulfilled by the **Client** within the period specified in the request, and in the absence of such, within 10 (ten) calendar days from the **Bank's** request.

21.4. In case any article(s), clause(s) and/or sub-clause(s) of the **Terms and Conditions** are declared invalid based on the **Legislation**, the remaining article(s), clause(s), sub-clause(s) shall retain their legal force, and instead of valid article(s), clause(s), sub-clause(s), the articles(s), clause(s) and/or sub-clause(s) which most readily achieves the purpose of the **Terms and Conditions** shall apply.

21.5. Non-use of the right(s) by one of the **Parties** in case of breach of obligations arising from the **Terms and Conditions** and/or the **Legislation** by other **Party**, shall not be a basis for waiving the right to claim. In addition, non-use of such right(s) by the said **Party** shall not constitute a basis for waiving the right to a claim arising as a result of violation of the **Terms and Conditions** and/or the **Legislation** in the future.

21.6. Any and all rights granted to a **Party** as a result of the other **Party's** partial or total breach of the **Terms and Conditions** and/or the **Legislation** shall be cumulative and in addition to all other rights granted by the **Terms and Conditions** and/or the **Legislation**.

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

21.8. The the **Terms and Conditions** fully applies to the **Parties**, their employees, representatives (including, without limitation, the person(s) acting on behalf of the **Client** for the purpose of receiving the **Banking Services** provided for in this **Terms and Conditions**, (which includes, but is not limited to, the **Cardholder**(s) and **Authorized Person(s)**), on legal heirs and successors.

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

21.10. The **Parties** agree that the **Client** shall bear the obligation to reimburse all and any expenses to the **Bank** arising from the the **Agreement** and/or related to it, including the costs related to conclusion, verification, registration, execution and cancellation of the **Agreement** and/or expenses arisen as a result of the **Client's** violation of the obligation(s) assumed by the **Agreement**.

21.11. Article(s)/Clause(s)/Sub-Clause(s) in the **Agreement** are numbered and titled, and bolded words are provided for convenience of understanding the content of the **Agreement** and do not affect the interpretation of the **Agreement's** term(s).

21.12. Unless otherwise stipulated by the agreement of the **Parties**, the existing verbal and/or written agreement(s) between the **Parties** regarding the provision of the service(s)/product(s) defined in the **Terms and Conditions** shall be considered null and void and the provision of the service/delivery of the products to the **Client** will be carried out in accordance with the rules established by this **Terms and Conditions**.

In accordance with the Law of Georgia "On the Deposit Insurance System", from April 1, 2026, the amount in the deposit/account of all depositors, regardless of the number of deposits/accounts, is insured in each commercial bank and microbank and will be reimbursed by the Deposit Insurance Agency within 50,000 GEL. The amount in all accounts of all depositors in the commercial bank and microbank is automatically insured without additional compensation. See more information on the website of the Deposit Insurance Agency:www.diagency.ge

JSC Liberty Bank is a duly licenced financial institution and is acting on the basis of the license #0110247 issued by the National Bank of Georgia on March 31, 2010;

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

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

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

Appendix №1 – Service Fees and Conditions

Name of Service:				
Account opening and processing				
Opening a current account	Free			
Account statement	Free			
Wallet check book (25 paper)	GEL 10			
Account Service Terms	**GEL**	**USD**	**EUR**	**GBP**
Withdrawal of cash from the account	0.2% min. 0.50	0.4% min. 0.50	0.4% min. 0.50	0.4% min. 0.50
Money Transfer Outside Liberty Bank				
Via the Payment System of the Natioanl Bank of Georgia (RTGS)	For Legal Entities		For Individual Entrepreneurs	
In national currency	Up to 500 GEL - 1 GEL From 500 GEL to 2000 GEL - 2 GEL From 2 000 GEL to 10 000 GEL - 5 GEL From 10 000 GEL to 100 000 GEL - 10 GEL From 100,000 GEL - 100 GEL		Up to 100 GEL - 1 GEL From 100 GEL to 10,000 GEL - 2 GEL From 10,000 GEL to 100,000 GEL - 5 GEL From 100,000 GEL - 50 GEL	
EUR	0 - 1,000.01 EUR – 3.3. EUR (The equivalent of 10 GEL) 1,000.01 - 10,000.01 EUR – 4.9 EUR (The equivalent of 15 GEL) 10,000.01 - 100,000.01 EUR – 9.9 EUR (The equivalent of 30 GEL) ≥100,000.01 EUR - 66.3 EUR (The equivalent of 200 GEL)		0 - 1,000.01 EUR - 1.6 EUR (The equivalent of 5 GEL) 1,000.01 - 10,000.01 EUR - 3.3 EUR (The equivalent of 10 GEL) 10,000.01 - 100,000.01 EUR - 6.6 EUR (The equivalent of 20 GEL) ≥100,000.01 EUR - 33.1 EUR (The equivalent of 100 GEL)	
USD	0 - 1,000.01 USD – 3.7 USD (The equivalent of 10 GEL) 1,000.01 - 10,000.01 USD – 5.6 USD (The equivalent of 15 GEL) 10,000.01 - 100,000.01 USD – 11.3 USD (The equivalent of 30 GEL) ≥100,000.01 USD – 75.6 USD (The equivalent of 200 GEL)		0 - 1,000.01 USD - 1.8 USD (The equivalent of 5 GEL) 1,000.01 - 10,000.01 USD - 3.7 USD (The equivalent of 10 GEL) 10,000.01 - 100,000.01 USD - 7.5 USD (The equivalent of 20 GEL) ≥100,000.01 USD - 37.8 USD (The equivalent of 100 GEL)	
Via the International Interbank Transfer System (SWIFT)	USD	EUR	GBP	
	0.2% min. 15, max. 150	0.2% min. 15, max. 150	0.2% min. 15, max. 150	
Money Transfer Outside Liberty Bank (Guaranteed)	Additional USD 25.00	Additional EUR 30.00		
Currency Conversion	Up to GEL 50 000 at the Bank's commercial rate, above GEL 50 000 – at a special rate			
Business Card Service Terms	**GEL**	**USD**	**EUR**	**GBP**
Card issuing/renewal	120/100	60/50	60/40	50/40
Cash withdrawal from Liberty ATMs	0.50%	0.50%	0.50%	0.50%
Cash withdrawal at Liberty branches and s/c	0.50%	0.50%	0.50%	0.50%

Cash Withdrawal From Other Banks' ATMs	2% min. GEL 6	2% min. USD 3	2% min. EUR 2	2% min. GBP 2.5
Cash withdrawal at other Bank's branches and s/c	2% min. GEL 7	2% min. USD 3.5	2% min. EUR 2.5	2% min. GBP 3
Payments in trade and service facilities	Payments made via e-commerce channel on websites and/or applications of international trade and service facilities - 1.5% of the transaction amount, maximum 10 GEL;[2] In any other trade and service facilities – Free	Free	Free	Free
Daily withdrawal limit from Liberty ATMs and branches	GEL 20 000	GEL 20 000 equivalent	GEL 20 000 equivalent	GEL 20 000 equivalent
Daily withdrawal limit from other Bank's ATMs and branches	GEL 20 000	GEL 20 000 equivalent	GEL 20 000 equivalent	GEL 20 000 equivalent
Internet Bank				
Service Fee	Free			
SMS Bank				
Service Fee	Free			
Cash Collection				
Within the regions	By agreement			
Additional Services				
Giving informarion from the archive (for operations within 1 month)	Free			
Giving informarion from the archive (for operations lasting more than 1 month)	GEL 10 – On documents of one operating day			
Issuing a statement (notice)	GEL 10			

[2] The fee imposed on payments made on websites and/or applications of international trade and service facilities shall come into effect from April 15, 2026. In addition, the Bank is authorized, at its own discretion, not to apply this fee to local payments made in favor of certain categories of trade and service facilities (including trade and service establishments providing taxi and/or delivery services).

Appendix №2 – Turkish Lira Account Service Terms and Rates[3]

Current Account:	
Opening a current account	Free
Cash operations:	
Depositing cash into the Account	3%
Withdrawal of cash from the account	0,6%
Money Transfer:	
Transfer fee between Client accounts within the Bank's system	Free
Transfer to another within the Bank's system	Free
Transfer to other banks	0.2% min. 300 TRY max. 15000 TRY
Finding, changing, or cancelling the executed foreign exchange payment instruction"	2000 TRY
Transfer money to the Account	Free
Currency Conversion	At the commercial rate of the bank/in agreement with the treasury

[3]For customers who used a Turkish lira account before the publication of this editorial, these rates will take effect one month after the publication date

Appendix №3 Foreign Exchange Service Fees

B-match platform trading service tariffs

Service fee(s)	
Application receiving fee	GEL 50
Application Amendment fee	GEL 50
Application cancellation fee	GEL 50
Settlement fee	GEL - 0.07%, max. GEL 500 per transaction; USD - 0.2%, max. USD 500 per transaction;
Service limits:	
Minimum application volume	USD 100 000

Appendix №4 The Terms of receipt and fulfilment of payment request

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

Submission of a payment instruction to the Bank	**Working hours, when the Bank's Service points and/or Remote Banking Service Channels operate and are accessible for the Clients**	**Period of time when a payment instruction submitted to the Bank, shall be considered received by the Bank**	**Maximum term for the Bank as of the receipt of a payment instruction up to its fulfilment within the territory of Georgia**
Submission of a payment instruction by the **Client** by appearing before the **Bank's** Service points (including without any limitation a branch, service-centre) (excluding the Service points where the Bank provides 24 hour Service or Service point is located in special facilities (customs checkpoint, airport, public service hall and ect.))	• From Monday through Friday – from 10:00 AM through 17:30 PM; • On Saturdays from 10:00 AM through 14:30 PM. The **Bank** may determine different working days and working hours for different Service points. The **Client** shall be informed respectively through the way of public announcement.	• From Monday through Friday – from 10:00 AM through 17:30 PM; The **Bank** may determine different working hours for different Service points. The **Client** shall be informed respectively through the way of public announcement.	• If the **Bank** is a payment service provider for the payer and the payment receiver, the payment **Instruction** shall be fulfilled on the day of receipt of such **Instruction**; • If the payer and the payment receiver have different payment service providers, the payment **Instruction** shall be fulfilled no later than the following Banking Day as of the receipt of the relevant **Instruction**; • If a foreign payment or notice exchange system is involved in the payment **Operation**, the **Bank** shall submit the request for further fulfilment to such systems no later than the following Banking Day as of the receipt the relevant payment **Instruction**.
Submission of a payment instruction by the **Client** by appearing before the **Bank's** 24 hour service-centre	Every day, during 24 hours, without interruption	Every day from 10:00 AM through 17:30 PM	• If the **Bank** is a payment service provider for the payer and the payment receiver, the payment **Instruction** shall be fulfilled on the day of receipt of such **Instruction**; • If the payer and the payment receiver have different payment service providers, the payment **Instruction** shall be fulfilled no later than the following Banking Day as of the receipt of the relevant **Instruction**; • If a foreign payment or notice exchange system is involved in the payment **Operation**, the **Bank** shall submit the request for further fulfilment to such systems no later than the following Banking Day as of receipt the relevant payment **Instruction**.
Submission of a payment instruction through the **Remote Banking Service** Channels (**Internet Banking, Mobile Bank**, LB PAY terminal, USSD menu, payment instructions through ATMs, including VISA Direct or MasterCard MoneySend and etc.)	Every day, during 24 hours, without interruption	Every day from 10:00 AM through 17:30 PM	• If the **Bank** is a payment service provider for the payer and the payment receiver, the payment **Instructio** shall be fulfilled on the day of receipt of such **Instruction**; • If the payer and the payment receiver have different payment service providers, the payment **Instruction** shall be fulfilled no later than the following Banking Day as of the receipt of the relevant **Instrucion**; • If a foreign payment or notice exchange system is involved in the payment **Operation**, the **Bank** shall submit the request for further fulfilment to such systems no later than the following Banking Day as of receipt the relevant payment **Instruction**.