

## **Banking Service Terms and Conditions for Individuals**

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## Part I

## 1. Introductory Provisions

- 1.1. This Document represents the standard Terms and Conditions<sup>1</sup> of banking services of an individual (hereinafter referred to as the "Terms and Conditions"), which defines the description of banking Products and banking services and the rights and obligations of the Parties in the process of using the said products and services.
- 1.2. The relations between the Bank and the Client are regulated by the Agreement (hereinafter the "Agreement"), which comprises of the following parts:
- 1.2.1. Application(s), filled in by the Client, signed by the Parties and/or agreed by the Client in another form determined by the Bank;
- 1.2.2. The present Terms and Conditions;
- 1.2.3. Fee set by the Bank, including the rates given in the Annex to the Terms and Conditions (hereinafter the "Fees")
- 1.2.4. eMoney Digital Wallet service terms (if any), available on the eMoney website <http://emoney.ge> (<http://bit.ly/1ZvqRlk>);
- 1.2.5. General conditions and security rules of the Bank Card, which are available on the Bank's website [www.libertybank.ge](http://www.libertybank.ge);
- 1.2.6. The Data Protection Policy of the Bank, which is available on the Bank's website [www.libertybank.ge](http://www.libertybank.ge);
- 1.2.7. Any additional conditions, Annexes and/or Application(s) (if any) relating to existing and/or future retail Banking services or products offered by the Bank (hereinafter referred to as "Products" or "Product" or "Services") and which will be necessary for the Client to use additional Banking services and/or those provided by this Agreement.
- 1.3. In case of inconsistency between these Terms and Conditions and the terms of any annex attached to the Agreement and/or any other related document (to the Agreement), the terms of those annexes and/or other related documents will take precedence over the matters they address.
- 1.4. In order to receive the services stipulated in the present Terms and Conditions, the Client is obliged to:
- 1.4.1. Get familiarized with the present Terms and Conditions for the use of all types of Services and Products;
- 1.4.2. Fully complete and sign/agree (including in electronic form) the appropriate Application, thereby certifying and warranting that: (a) the Application is completed in full; (b) the information specified in the Application is correct and authentic; (c) before signing the Application and/or expressing consent in any other form, he/she has fully familiarized with the present Terms and Conditions and Fees of the Universal Account service;
- 1.4.3. Present to the Bank an ID document in order to identify himself/herself, the data of which will be entered in the Application;
- 1.4.4. Carry out other actions determined by the Bank for the purpose of identification of the Client;
- 1.5. The list of Products, Services and/or Remote Banking Service Channels offered by the Bank to the Client is provided but not limited by this paragraph:
- 1.5.1. Account opening and payment services;
- 1.5.2. Card - VISA, MasterCard, or other payment system Bank Card;
- 1.5.3. SMS Bank;
- 1.5.4. Digital Bank;
- 1.5.5. Standing order;
- 1.5.6. Direct Debit;
- 1.5.7. Savings account;
- 1.5.8. Savings account Meti;
- 1.5.9. Special currency account;
- 1.5.10. eMoney Digital Wallet (at the Client's request);
- 1.5.11. VISA Direct card transfers;
- 1.5.12. MasterCard MoneySend card transfers;
- 1.5.13. Bank card 3D security service;
- 1.5.14. Contactless reader;
- 1.5.15. Money transfers;
- 1.5.16. Currency exchange/conversion;
- 1.5.17. Agro Account and Agro Card;
- 1.5.18. Technical account;
- 1.5.19. Credit card;
- 1.5.20. Money box;
- 1.5.21. Service Account;
- 1.5.22. Service universal account for loan;
- 1.5.23. Additional Service of Card Security.
- 1.6. The Services, Products and/or Remote Banking Service Channels listed in paragraph 1.5 can be received by the Client in the Tariff Package(s) in combinations established by the Bank. In addition, some services can be obtained by the Client independently, in accordance with the rules established by the Bank, furthermore, some services may be obtained by the Client independently, without purchasing Tariff Package. For the avoidance of any doubt, purchasing Tariff Package does not automatically imply activation of every Product/Service included in the Tariff Package. To activate Products/Services included in the Tariff Package, it is necessary to express relevant consent and/or activate Product/Service according to the rules set forth by the Bank.
- 1.7. If the Client does not have the right to use any of the mentioned Products and/or Services, the relevant paragraphs describing this Product/Service in the Terms and Conditions will not apply to him/her. These paragraphs will come into effect for the Client after the right to use the relevant Product and/or Service has been granted.
- 1.8. The Bank is authorized to change the number and/or types of banking Services and/or Products.
- 1.9. The Bank reserves the right to refuse to provide the service to the Client, if the Client has not properly completed, signed/confirmed or submitted to the Bank any document requested by the Bank in a form and content acceptable to the Bank and/or has not gone through the identification process in accordance with the procedure defined by the Bank.
- 1.10. The Bank will start providing service to the Client after the Client fills out the relevant Application and submits the documentation required by the Bank and/or completes the process established by the Bank to receive the relevant Product. In addition, if a corresponding Application is not required to use any Product/Service of the Bank, the Client is entitled to use the mentioned Product/Service in accordance with the rules established by the Bank. The norms defined for the relevant Product/Service under these terms will automatically apply. The Bank has the right not to accept the Application and to refuse to provide services to the Client, without giving a reason, at its sole discretion.
- 1.11. The Bank has the authority to offer the Client a variety of banking services, including through Remote Banking Services or other channels at its discretion. Upon the Client's submission of an Application (or electronic consent), the Bank is empowered to provide various types of banking services, including those not explicitly outlined in these Terms and Conditions.
- 1.12. Clients applying to the bank for the use of single or multiple services, not explicitly described in these Terms and Conditions, will be subject to the general norms outlined in Parts I and III, along with the applicable tariffs/limits for the relevant services. Additionally, all norms not directly associated with any of the products will be applicable to clients.
- 1.13. The Bank has the right to check the information provided by the Client to it (the Bank) and/or obtained about the Client in any other way, to which the Client declares his/her unequivocal and unconditional consent.
- 1.14. The use of any Product and/or Service (or part thereof) described in the Terms and Conditions by the Client with the consent of the Bank is considered as the Client's consent to the terms of use of the said Product in accordance with the present Terms and Conditions.
- 1.15. The Client can open a bank account remotely with the Bank's approval, by adhering to the procedures outlined by the Bank. In such instances, the use of the bank account is permitted, subject to the restrictions outlined by legislation and specified Terms and Conditions.
- 1.16. The Bank reserves the right, at its discretion and without the need for additional consent from the Client, to unilaterally suspend or terminate the provision of any or all services/products outlined in these terms and conditions to the Client. The execution of such actions by the Bank shall not be deemed a breach of the Agreement terms.
- 1.17. The Client may exercise the right to terminate any Product or service by submitting a request in accordance with the Bank's established procedures. However, the Bank reserves the authority to reject such a request if the Client has outstanding obligations to fulfill.

<sup>1</sup> In the Bank's document(s) where the reference is made to the "Liberty Account Terms of Service", "Universal Account Terms and Conditions", "Private Banking and Wealth Management Terms and Conditions", the terms and conditions of service of the bank account of the recipient of social security and/or the terms of service of the PAY account and card, implies these Terms and Conditions.

1.18. The Bank reserves the right to suspend/terminate/deny the provision of any other banking Services or Products, specified in these Terms and Conditions, including the closure of the Client's Account(s), in the event that the Client, at the Bank's Service Points (including in the surrounding area) and/or Remote Service Channels, exhibits aggressive, insulting, humiliating, degrading, derisive, or discriminatory behavior. Additionally, such actions may be taken if the Client causes damage to the property or inventory of the Bank and/or other person(s), demonstrates a hostile attitude, or behaves (whether verbally, gesturally, or physically) inappropriately within the banking premises, thereby creating an undesirable, intimidating, or hostile environment.

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

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

## 2. Definitions of terms

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

2.1.1. **Administrator** - Priority Traveler Group (PTG) - company responsible for delivering customer service in accordance with the rules outlined in the Priority Pass product and the terms set forth in this Agreement.

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

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

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

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

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

2.1.7. **Authentication** - Secure authentication provided by Google Pay and/or Apple Pay using methods such as a passcode, fingerprints (Touch ID), facial recognition, or other access codes offered by the respective e-wallet provider.

2.1.8. **Affiliated Person(s)** - Individuals associated with the bank who are under direct or indirect control by the Bank and/or through whom the Bank delivers its banking services.

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

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

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

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

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

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

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

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

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

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

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

2.1.20. **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.

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

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

2.1.23. **Processing or Data Processing** - defined in accordance with the paragraph 14.3.1 of these Terms and Conditions;

2.1.24. **Annex** - Any additional document(s) defined by the Bank, signed (confirmed with appropriate consent) by the Client, that elucidates, modifies, and/or terminates the Agreement and/or its terms, serving as an integral part of the Agreement.

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

2.1.26. **Regulation** - The Order of the President of the National Bank of Georgia dated July 21, 2020, #142/04, approving the rules of activity for foreign exchange market participants and any subsequent modifications made to it;

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

2.1.28. **Digital Wallet** - A digital payment service such as Google Pay and/or Apple Pay that enables Clients to make contactless payments using their respective devices.

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

2.1.30. **Verified E-mail** - The Client's email address registered with the Bank, subject to verification according to the Bank's procedures. The Bank utilizes this verified email address at its discretion for communication with the client, and/or within the context of operations, Instruction, or banking product services, including the confirmation of documents (including Transactions).

- 2.1.31. **Verified Number** - the Client's mobile phone number recorded in the Bank, which undergoes verification in accordance with the procedures established by the Bank and is used by the Bank at its (the Bank's) own discretion when communicating with the Client and/or confirming Transaction, Instruction, and/or any document (including the agreement) offered by the Bank within the scopes of banking product service/banking service;
- 2.1.32. **Overspending of Amount or Overlimit** - debit balance(s) arising on one or more sub-accounts included in the Client's Account, which arose without the prior approval of the Bank;
- 2.1.33. **Token** - a unique digital identifier of the Card, which is generated and stored in an electronic device with payment functionality using the appropriate software or in the e-commerce merchant software (website and/or application) and through it performance of payment transactions is possible. All security requirements and obligations of the Client related to the plastic card apply to the token.<sup>2</sup>
- 2.1.34. **Legislation** - a set of valid legislative and sub-legal normative acts of Georgia, as well as international treaties and agreements of Georgia included in the system of normative acts of Georgia;
- 2.1.35. **Client** - a person, which uses the Services/Products specified in the present Terms and Conditions and/or applies to the Bank to start using the banking Product(s) and/or to carry out a banking Transaction;
- 2.1.36. **Confidential Information** - Unless explicitly stated otherwise in the Agreement, any information or documentation received, processed, created, and/or sent by one of the Parties concerning the other Party and/or its execution as a result of signing (or expressing consent in any other form) to this Agreement's. This includes information/documentation about the Party's personal, share, financial data, the Party's owner/manager/related person(s), transaction(s) with third Party(s), movable and/or immovable object(s) in possession (i.e., business processes/procedures, marketing strategy, project(s), and/or other data), and/or other important information/documentation.
- 2.1.37. **Loyalty Program** - An incentive program provided by the Bank to the Client, encompassing discounts, cashback, and/or future benefits, in which the Client participates according to the rules established by the Bank;
- 2.1.38. **Merchant** - a third person who uses the Bank's payment services for the purpose of selling his/her own products and/or services, in particular, settles with his/her own customers by using without the POS Terminal;
- 2.1.39. **Third party(ies)** - for the purpose of personal Data Processing, the Bank's parent and/or subsidiary company, its affiliated and/or group members, the Bank's contractors, suppliers, providers and/or other persons who, on the basis of the law "On Personal Data Protection," process personal data and other information received from the Bank (on behalf and for the purposes of the Bank, as its authorized persons, as well as on their own names and purposes - independently) and/or provide the Bank with personal data and other information about them and/or the Bank's Clients. The categories of third party(ies) are set forth in this Terms and Conditions;
- 2.1.40. **Service Points** - Bank's branch, service center, or another physical location designated by the Bank, where a material application can be submitted to the Bank, Agreements can be concluded, and various banking services/products and other permitted banking operations can be utilized.
- 2.1.41. **Device** - Devices eligible for registering a Card in the Digital Wallet. In the case of Google Pay, this includes mobile phones or smartwatches operating on the Android system. For Apple Pay, eligible devices consist of iPads, iPhones, or Apple Watches manufactured by Apple.
- 2.1.42. **Party/Parties** - the Bank and/or Client and/or Additional Card Holder(s) in accordance with the context;
- 2.1.43. **Overdraft** - the amount available on the Client's Account in consideration of repayment, payment, security and maturity - a credit limit that the Client uses repeatedly, fully or partially, and which, unless otherwise agreed between the Bank and the Client, will be automatically covered when the amount is credited/deposited to the Client's Account. In addition, the terms and rates for using the Overdraft by the Client are determined in accordance with the relevant agreement, including the "Standard Terms and Conditions of the Credit Agreement", to which the Client accepts with the relevant Application and/or in another form determined by the Bank.
- 2.1.44. **Online transaction** - a transaction that is confirmed or declined by the issuer or the relevant card scheme on behalf of the issuer;
- 2.1.45. **Offline transaction** - a transaction that is confirmed or rejected without contacting the issuer;
- 2.1.46. **Operation or Transaction** - a set of authorization and subsequent settlement transactions, which signifies performance of permitted Transactions using the Bank's service points, the Card and/or the Bank's Remote Service Channels, including by Card number, PIN, Access Codes, providing the relevant one-time code received on the Verified Number to the Bank (by dictation to the Bank's operator, by entering into the Bank's relevant systems and/or in another form determined by the Bank) or by other means;
- 2.1.47. **Partner** - LLC INFOCUS (S/N 36563986) a company registered in Ukraine, serving as the legal successor and/or assignee, providing VISA Concierge services for VISA INFINITE cardholders. This is in accordance with the rules and conditions set forth by the partner and/or VISA.
- 2.1.48. **Partner Merchant(s)** - The Bank's contracted trade and/or service facilities that utilize the Bank's POS terminal services under the relevant agreement signed with the Bank. Card payments, including the use of subsidies activated on the Agro Card, can be settled at these facilities, and/or special conditions are offered to Bank Clients when making payments with the Agro Card.
- 2.1.49. **Personal data** - any information, related to an identified or identifiable natural person;
- 2.1.50. **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;
- 2.1.51. **Person(s)** - individuals, legal entities (including those under public law), non-entrepreneurial (non-commercial) legal entities, and/or other organizational/unregistered entities created based on legislation.
- 2.1.52. **Terms and Conditions** - present Banking Service Terms and Conditions for individuals, that represents integral part to the Agreement, and is available on the Bank's website: [www.libertybank.ge](http://www.libertybank.ge);
- 2.1.53. **Product** - retail banking product and/or service offered by the Bank in accordance with the Annex to this Terms and Conditions;
- 2.1.54. **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;
- 2.1.55. **POS Terminal** - an electronic software-technical device, intended for paying for goods and/or services using a Card or for receiving/withdrawing cash from the cardholder's Account. The POS terminal can be both physical (so-called POS terminal) and virtual and/or hybrid. Generally, a physical terminal is used in banks, commercial and service facilities and all other places where there is physical contact between the cardholder and the provider of goods/services (for example, a bank, shop, gas station, etc.). A virtual terminal is usually used for online payments, i.e., in situations where there is no physical contact between the cardholder and the provider of goods/services (for example, online stores, websites for paying utilities and other bills, online casinos and bookmakers, etc.);
- 2.1.56. **Recurring Payments** - payments made from the Client's Card Account in accordance with the Merchant's request/permanent payment order, at the periodicity and for a specified term requested by the Merchant, based on the prior consent given by the Client to the Merchant and the one-time provided Card data.
- 2.1.57. **Agency or Deposit Insurance Agency** - an independent legal entity of public law created for the purposes of the Law of Georgia "On Deposit Insurance System" - Deposit Insurance Agency;
- 2.1.58. **Child's Card** - A Social Card designed for an authorized Person to deposit Social Funds for a family member under the age of 16 (subsistence allowance), following the regulations established by law (commonly known as the child's food card). The terms and tariffs for utilizing the child's card are specified in these Terms and Conditions.
- 2.1.59. **Bank Card 3D Security Service or 3D Security** - a service, the purpose of which is to ensure the safe execution of transactions carried out via the Internet with a Card included in the international payment systems of VISA and MasterCard;
- 2.1.60. **Trade/Service Facility Code or MCC** - four-digit code established by the ISO 18245 standard in terms of trade/service facility activities;
- 2.1.61. **Credit Card** - credit card(s) produced by the Bank for the Client, which the Bank can issue from time to time and offer to the Clients, and on which the credit limit determined by the Bank is allowed. The rules, conditions and Fees for using a Credit Card are determined by the "Credit Card Terms and Conditions" posted on the Bank's website at <http://www.libertybank.ge>.
- 2.1.62. **Working Day** - the segment of the working day, as established by the Bank (excluding bank-designated holidays and/or holidays mandated by the Legislation), within which the Bank offers its Banking Services. The specific duration of working days and hours, during which the Client's payment order can be received, is detailed in the relevant Annex to the Terms and Conditions.
- 2.1.63. **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,

<sup>2</sup> Token service is available only for Visa and MasterCard cards, while this service is not available for Maestro cards.



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.

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

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

2.1.66. **Social Account** - an individual's bank account in Georgian Lari (GEL), where the Client's funds, including but not limited to Social Benefits are diligently recorded.

2.1.67. **LEPL Social Service Agency or Social Service Agency** - an entity operating under public law, responsible for administering Social Benefits, overseeing its issuance, suspension, renewal, termination, and recalculation. It also governs other relationships associated with receiving social security in accordance with the rules established by the Legislation.

2.1.68. **Social Security or Social Benefit** - funds transferred to a Client's bank account by authorized entities. This includes state pensions, social assistance, allowances, and various other forms of social support.

2.1.69. **Special Currency Account** - single-currency account of an individual, which is opened in one currency different from the currencies of the Universal Account. The list of possible currencies of the Special Currency Account is given in the Service tariffs for Tariff package.

2.1.70. **Expedited Transfer Service** - the service offered by the Bank to the Client(s), which implies providing information about the Transaction initiated by the Client to the relevant payment system in the accelerated manner.

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

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

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

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

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

2.1.76. **Discount** - the amount of benefit assigned to the Client within the Loyalty Program. The Client is entitled to this benefit in accordance with the rules outlined in the present Terms and Conditions and/or established by the Bank.

2.1.77. **Priority Pass** - a non-bank card that grants its owner access to an exclusive club. Members of this club enjoy discounted access to VIP service lounges in over 1,300 international airports worldwide. Further details about the service can be found on the website [www.prioritypass.com](http://www.prioritypass.com);

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

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

2.1.80. **Preferential Subscriber(s)** - In the relevant application, the subscriber number(s) of the utility payment provider(s) registered in the bank by the client, for whom payments are made free of charge.

2.1.81. **Digital Bank** - one of the channels of remote banking services, through which the Client has the opportunity to receive various information and perform banking operations allowed for this channel, through the bank's website <https://my.libertybank.ge/> and/or mobile application, without appearing in the bank;

2.1.82. **Digital Card** - a digital analogue of a Bank Card that does not exist in physical form and which can be used by adding it in Bank's Remote Banking Service Channels (Digital Bank), Apple Wallet, Google Wallet and/or other digital wallets subsequently determined by the Bank to perform card payments and/or to withdraw money from the ATMs with the corresponding functionality.

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

2.1.84. **Access Codes** - Card PIN codes, passwords, user name, code word and/or any other type of confidential information that may be used by the Client to access remote banking channels and/or to securely access and use various banking services; ;

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

2.1.86. **Apple** - a legal entity registered in the USA - the company Apple, Apple Inc, whose address is: 1 Apple Park Way, Cupertino, California 95014 USA.

2.1.87. **Apple Pay** - A mobile/digital payment system/service created by Apple that allows Client(s) to make payments using an Apple device with Cards enabled or added to the device. A list of compatible devices is available at <https://support.apple.com/en-us/HT208531>

2.1.88. **B-match** - Bloomberg's trading system platform. The Bank, either on its own behalf or at the Client's request, places an application for buying and/or selling currency through B-match. If the exchange rate matches, the trading system automatically satisfies the order.

2.1.89. **Cashback** - the sum of money refunded to the Client as part of a Loyalty Program. The payment terms are determined by the present Terms and Conditions and in accordance with the rules established by the Bank.

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

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

2.1.92. **Google** - a legal entity registered in Ireland - the company Google Ireland Limited, whose address is: Gordon House, Barrow Street, Dublin 4, Ireland;

2.1.93. **Google Pay** - a mobile/digital payment system/service created by Google that enables Clients to make payments using their devices with Cards included or added to the device.

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

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

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

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

2.1.98. **PAY account** - the Account of an individual that consolidates bank sub-accounts for various currencies, with individual balances recorded separately. This account is linked to one or more Cards through the card-processing system.

2.1.99. **Main currency of the PAY account** - the currency of the sub-account with the highest priority in the multi-currency account.

2.1.100. **VISA Concierge** - a personal assistant service offered to VISA INFINITE cardholders, provided by a Partner in accordance with the rules and conditions defined by the Partner and/or VISA.

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

2.1.102. **VISA INFINITY CARD** - an international Bank Card issued by the Bank, serving as a means of payment linked to the Client's Account, classified as a VISA Infinite card and is used by the Client under the present Terms and Conditions, following the general rules for card usage applicable at the relevant time in the Bank.

2.1.103. **MasterCard World Elite Card** - An international/worldwide banking card issued by the Bank, which is linked to the Client's Universal Account, is classified as a MasterCard World Elite Card and which the Client uses in accordance with the Agreement.

### 3. Representations and Warranties

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



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

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

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

3.1.4. The Client is not involved in or is not threatened with such legal proceedings, which as a result may have a negative impact on his/her financial situation or activities and/or on fulfilling the terms of the Agreement and/or other contract concluded with the Bank;

3.1.5. By the moment of executing/signing the Agreement 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 Agreement and/or any other contract concluded with the Bank;

3.1.6. By the moment of executing/signing the Agreement 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.

3.1.7. For the entire period of the conclusion and validity of this Agreement 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 acknowledges the Bank's authority to use the measures specified by the Legislation and/or in this Agreement.

3.1.8. As of the moment of executing/signing the Agreement and/or any other agreement(s) concluded with the Bank and for their entire effective term, on his/her behalf there is/will be no violations of local and/or international laws (administrative, criminal, etc), including but not limited: money laundering, terrorism, drug abuse, crime against public security, crime against cultural heritage, crime against the rule(s) of using natural resources and environment protection, crime against human rights and freedoms, crime against public health and public morality, crime against entrepreneurial or other economic activities and infringement of the monetary and credit system.

3.1.9. 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.

3.1.10. His/her actions are/will not be intended to cheat 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 Agreement and/or any other agreement concluded with the Bank, at the moment of submission, is/will be true, correct and complete. Also, he/she/it is aware that submission of false documents and/or information, also failure to use special-purpose loans for their intended purposes represents the punishable offence according to the Legislation;

3.1.11. 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;

3.1.12. At the time of contract conclusion, there was no coercion, deception, or threats from the Bank and/or any third party(s) directed towards the client or his/her relatives. The Bank did not take advantage of the Client's financial situation and did not abuse its market power;

3.1.13. The Client has fully familiarized himself/herself with and accepts the Terms and Conditions of the Agreement, including the rates. The Client confirms that the fines specified in the Agreement are not unreasonably high.

3.1.14. If the Client enters into a foreign exchange transaction, the Client declares and guarantees that she/he has sufficient knowledge and experience in financial and business matters, including the determination of credit risk. Furthermore, the client asserts their ability to assess the essence, risks, and suitability of the foreign exchange transaction based on their financial situation. The Client acknowledges and agrees that they are aware, understand, and can bear the risks associated with the foreign exchange transaction. The Client confirms that she/he has sufficient access to information and has consulted his/her own legal, tax, business, investment, financial advisors, and accountants to the extent she/he considers necessary. The decision to enter into the Foreign Exchange Transaction is/will be made based on the Client's own conclusions and the advice of their consultants, not on any opinion expressed by the Bank.

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

3.3. The Client's representations and warranties are effective until full and proper performance of the obligations assumed by the Parties under the Agreement and/or any other agreement concluded with the Bank, despite full or partial termination of the Agreement and/or other agreement concluded with the Bank.

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

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

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

4.1. The financial relationship between the Client and the Bank is fully regulated by the Tariffs established by the Bank.

4.2. The Client pays the commission to the Bank when using any of the products/services and/or Tariff Packages mentioned in paragraph 1.5 of the Terms and Conditions, in accordance with the Tariffs established by the Bank for the time of their use.

4.3. If the Client utilizes a Product and/or service not covered by the fees outlined in these Terms and Conditions, the applicable fee will be determined by the Bank based on the standard Tariffs in effect at that time unless explicitly specified otherwise in these Terms and Conditions.

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

4.5. The Bank is authorized to deduct service fees from the Client's Account(s), which may involve debiting fees through currency conversion, in accordance with the Bank's Commercial Exchange Rate on the day of the Transaction.

4.6. If on the day of payment of the tariff (fees) of the Tariff Package(s) the Client's Account already has a debt in the form of the previous month's commission, the commission of the next month/months will be accrued in the form of arrears every month. The amount of the accrued debt will be deducted from the Client's Account(s) immediately after the amount is placed on the Account(s) in any form until the debt is fully paid. In case of non-payment of the tariff(s) (commission) of the Tariff Package(s) in full or in part for 3 (three) consecutive months, the Bank is authorized to cease accumulation of the fee. If the Client makes a partial or full payment of the debt, the accrual and payment date of the Service tariff(s) (commission) will be adjusted to align with the date of the partial or full payment.

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

4.8. Payment of the service fee for the Tariff Package(s) is made in advance, once a month or once in a year according to the payment scheme selected by the Client.

4.9. The first payment for the Tariff Package(s) is made on the day of purchase of the particular Tariff Package, next payment will be made by the Client according to the selected payment scheme, once a month on the same day of each subsequent month or once a year on the same day of the following year. In case of selecting the monthly payment scheme, if day corresponding the previous payment date does not exist in a specific calendar month, the fee will be charged on the last day of the said calendar month and in case of selecting the yearly payment scheme, if the day corresponding the previous payment date does not exist in particular calendar year, the fee will be charged on the next calendar day.

4.10. If the Client refuses the Tariff Package and/or the service/product provided by the Tariff Package after purchasing the Tariff Package and/or service/product, the amount paid to the Client will not be refunded.

- 4.11. Non-payment of any service or tariff package commission by the Client entitles the Bank to suspend or terminate other services or the right to use the Tariff Package defined by these Terms and Conditions.
- 4.12. In case of purchase of a new Tariff Package (change of Tariff Package) by the Client, the tariffs determined by the new Tariff Package will apply to the Client given the following rules:
- 4.12.1. Purchase of a higher value Tariff Package - In case the Client purchases a new Tariff Package, the Client is obliged to pay the bank the cost of the new tariff package, and the Client acknowledges that the commission amount paid in advance for the previously purchased package is not subject to reimbursement
- 4.12.2. Purchase of a Tariff Package of a lower value - the Client will not be reimbursed the corresponding amount of the commission paid in advance for using the previously purchased Tariff Package.
- 4.13. The Bank is entitled to change the Client's Tariff Package with the lower Tariff Package at its sole discretion.
- 4.14. When purchasing a new tariff package/changing the tariff package, the service fee payment date will be changed and determined according to the date of purchase/change of the tariff package.
- 4.15. On the day of paying the service fee for a specific Tariff Package, the Client will be charged with the fee of next month or next year according to the payment scheme selected by him/her. If there is not enough balance in the Account, the charged commission, which will be deducted as soon as the money appears in the Account.
- 4.16. After payment of service fee arrears for the Tariff Package(s), the existing package tariff (if any) will be restored to the Client.
- 4.17. In the event of a debt owed by the Client to the Bank, the Bank initially debits the corresponding amount from the Client's account(s) to settle the debt. Subsequently, the client is granted the right to manage the remaining balance at their discretion
- 4.18. Debt owed by the Client to the Bank, the amount is paid in the order determined by the Bank. In addition, the standard sequence of debt repayment is as follows:
- 4.18.1. Service fee for Tariff Packages (if any);
- 4.18.2. Credit debt (if any) – including credit card, overdraft and other credit products;
- 4.18.3. Percentage of overspending (overlimit) (if any);
- 4.18.4. Other debts owed by the Client to the Bank (if any).
- 4.19. For the avoidance of any doubt, the standard order of repayment of the debt specified in the Paragraph 4.18 of the Terms does not exclude the right of the Bank to carry out the repayment of the Client's debt in another order determined at its discretion.
- 4.20. The Bank will make efforts to inform the Client of the necessity to settle any outstanding debt. However, the Client remains obligated to fulfill the debt even if they do not receive the notification.
- 4.21. In case the Client stops using all Products included in the Tariff Package, the Bank is authorized to deactivate/cancel the Client's Tariff Package.
- 4.22. If the Bank learns about the passing of the Client based on the LEPL Public Service Development Agency, the Bank is authorized to block each of the Client's active products (including the Client's Accounts) and deactivate/cancel Tariff Package.

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

- 5.1. The Bank carries out the payment operation based on the order submitted to the Bank by the payer or recipient. In addition, the order can be submitted in a tangible material and/or immaterial-electronic form.
- 5.2. The Bank will accept and execute the order only if the payer or recipient has filled in the details requested by the Bank in full and in a timely manner.
- 5.3. The Client is aware that the acceptance of the order by the Bank does not automatically imply the execution of the payment operation, and the payment operation is related to the relevant validity terms, which depend on the content of the order itself. The period of time established for the acceptance of the order(s) by the Bank, as well as the maximum time required for the implementation of the accepted order(s) are given in the relevant annex.
- 5.4. The client has the right to recall the payment order from its submission until its acceptance according to the conditions outlined herein, following the procedure established by the bank. However, such a request is not permissible if the order has already been transferred to the relevant payment system.
- 5.5. In case of the transfers performed in the national currency, the Client is authorized to use Expedited Transfer Service according to the term established by the Bank and/or prescribed in the present Terms and Conditions. Initiating Expedited Transfer Service is only available on Working Days, between 10:00 AM and 5:30 PM. For the avoidance of any doubt, the Bank will accelerate the Clients Transaction by transferring information about the Transaction to the payment system with a high priority, the Bank is not responsible for the terms of execution of the Transaction by the payment system and/or reflecting the amount to the receiver's account by the receiver's provider. In addition, the Bank can not be held liable for the terms of the Transaction, in case the execution of the Transaction requires addition confirmation (including by the authorized person of the Bank) and/or submitting additional information/document(s). The Expedited Transfer Service fee is defined according to the subsequent Annex.

## 6. Liability of the parties

- 6.1. The parties undertake to compensate each other for the damage (losses) caused as a result of non-fulfillment or improper performance of the agreement in accordance with the law and/or the agreement.
- 6.2. In order to ensure full and timely fulfillment of the liabilities assumed by the Client under the agreement, the Client declares his/her prior consent to the full authority of the Bank, according to which the Bank at its own discretion:
- 6.2.1. in case of non-fulfillment and/or improper fulfillment of obligations (including the existence of such a threat) by the Client under the agreement and/or any other agreement(s) with the Bank (including but not limited to credit and/or collateral agreement(s)) shall block the Client's account;
- 6.2.2. Without consent write off all payments from any type of Client's Bank account (including unequivocally the commission fees established in the Bank for operations and account servicing, taxes/payments defined by law, erroneously credited amounts, damages/damage compensation amounts) and apply to cover/reduce existing monetary obligations;
- 6.2.3. If the amount to be paid and the amount credited to the account are in different currencies, the Bank shall carry out the conversion itself at the commercial rate valid in the Bank on the date of payment, and the cost of the conversion service shall also be debited from the Client's account without acceptance.
- 6.2.4. The Client's liabilities to the Bank shall be reimbursed against any of the Bank's liabilities to the Client.
- 6.3. If the Client fails to meet the monetary obligation associated with the foreign exchange transaction service, the Bank reserves the right to impose a fine equivalent to 1% of the outstanding monetary obligation for each day the payment is overdue.

## 7. Limitation of Liability

- 7.1. Given that the Bank is acting on behalf of the Client while providing Banking services, the Client agrees to indemnify and protect the Bank from any damages, losses, legal costs, claims, actions or lawsuits brought by the Client or any third party (including without limitation Additional Cardholders); the Client will also indemnify and defend the Bank against any damage that occurred as a result of using the Banking service, or from any damage that occurred as a result of the operation carried out through the Banking service, from the submitted complaint, claim or application. The Client acknowledges that said operations will be carried out in accordance with the instructions and authorizations received by the Bank under these Terms and Conditions and other relevant special terms, agreements, contracts or similar instruments. The Client also agrees and confirms that the indemnification conditions will remain in force and will be legally binding for the Client even if the Banking service is partially or completely canceled.
- 7.2. The Client acknowledges and agrees that he/she may be required to sign and execute additional indemnification agreements, statements or other similar documents, especially in relation to transactions made using the Access Code(s). Such additional agreements, statements and similar remedies shall be in addition to and shall not exclude the indemnification provisions herein.
- 7.3. The Client acknowledges and agrees that the Bank is not liable for: (a) any failure to fulfill payment obligations, including those related to international transfers, if the Client has not provided the necessary details as required by the Bank to complete the payment process; (b) 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. (c) the payment order could not be executed for reasons beyond the control of the Bank, including, but not limited to, an embargo and/or any other restriction that prevents the recipient from receiving the funds. (d) the amount being blocked by the Bank, correspondent, and/or recipient bank for anti-money laundering and/or other purposes.
- 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. Notwithstanding the terms of this Agreement, the Bank shall not be liable to the Client for any loss or damage arising directly or indirectly in connection with the Banking Services. The Bank's liability for any loss or damage, loss of profit, business, income or planned savings related to the Banking services specified in the agreement is also excluded.

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

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

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

7.9. The Bank bears no responsibility for any damages or losses incurred by the Client while using the Electronic Wallet, if such occurrences result from the client's unfair actions or a breach of these Terms and Conditions and/or Google/Apple terms and conditions.

7.10. The Bank holds no responsibility towards the Client for the total or partial non-fulfillment of a foreign exchange transaction submitted by the client through an Order or Application, including transactions to be executed via the B-match platform, for any reason.

7.11. The Bank holds no responsibility for any technical errors leading to the non-fulfillment or untimely completion of the Client's Order or Application.

7.12. The Bank is not responsible for the non-acceptance and/or non-receipt of banking services by the Client. This includes instances where the Client fails to receive the one-time code and/or no one-time code was sent to the Client, whether due to a service failure of the mobile phone service provider or other unforeseen circumstances beyond the Bank's control.

7.13. The Terms and Conditions outlined in this article will continue to be effective, even in the event of termination of banking services, until both parties have fully fulfilled the obligations arising from the agreement.

## 8. Taxes

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

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

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

## 9. Amendment of the Agreement

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

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

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

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

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

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

9.5. Informing the Client about changes in the agreement (if necessary) will be carried out by placing the text of the changed conditions on the Bank's website - <http://libertyBank.ge>. In addition, the Bank is entitled to inform the Client about the planned or existing changes in one or more forms of communication specified in the Article 12 of the present Terms and Conditions. The Client himself/herself is obliged to periodically check the Bank's website and familiarize himself with the changes in the conditions.

## 10. Validity Term and Termination of Agreement

10.1. These Terms and Conditions shall come into force after the Client completes the relevant application, signs/accepts it in electronic form and submits it to the Bank and is accepted by the Bank. The Bank's consent is expressed by starting to provide the relevant Banking services to the Client. Only those parts of the Terms and Conditions that relate to the services indicated by the Client in the application and together with them the parts I and III of the Terms and Conditions shall come into force.

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

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

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

10.5. Unless otherwise specified by these Terms and Conditions, including the account closure paragraph, or by Georgian legislation, the Bank has the right to terminate the entire agreement at any time.

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

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

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

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

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

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

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

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

**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 according to the "Regulation on Consumer Rights Protection in Rendering Services by Financial Institutions" 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) within 14 (fourteen) calendar days after activation of the Product(s) specified in the present Conditions through the Remote Banking Service channel by applying to the Bank's branches with a corresponding application and/or by applying to other channels determined later by the Bank:
- 11.2.1. For Products purchased within the scope of Personal Banking Service, the Client has the opportunity to repudiate the agreement through the Internet/Mobile Bank channel, through a verified email, as well as with a personal banker or through the following e-mail address of the Bank: [wmm@lb.ge](mailto:wmm@lb.ge)
- 11.3. Within 30 (thirty) calendar days after receiving the Client's application about repudiation the agreement, the Bank will review 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. When the Client applies with the application of 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 service actually provided by the Bank and the period. In addition, the Bank is entitled to charge the Client with the 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 acceptance, at the same time if the amount to be paid and the amount on the Account are in different currencies, the Bank shall carry out the conversion itself at the commercial rate valid in the Bank on the date of payment, and the cost of the conversion service shall also be debited from the Client's Account without acceptance.
- 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 these Conditions within the established period, it will be considered that the Client did not use the right of refusal granted by the regulation and, accordingly, will continue using the Product as standard, in the manner established by these 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 the deposit agreement according to the "Regulation on Consumer Rights Protection in Rendering Services by Financial Institutions" 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, based on the clear and unambiguous request of the Client, have been fully performed by both Parties, before the Client exercises the right to repudiate the agreement.
- 11.11. The Client is aware that in case of repudiation of the agreement concluded remotely by him, the Related Agreement to it, which was concluded with the Bank or a third party, on the basis of the existing agreement between the Bank and the third party, will also be cancelled. Accordingly, the Client is obliged to compensate the Bank for the costs of signing the Related Agreement, which the Bank actually incurred.
- 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 purchased by the Client under these Terms 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 by him 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. Governing Law and Dispute Resolution**

- 12.1. The present Terms and Conditions are governed and interpreted in accordance with the Legislation.
- 12.2. Any dispute, objection or claim arising out of or relating to these Terms or any breach of these Terms shall be settled by negotiation between the Parties.
- 12.3. In case of failure to settle the dispute, the parties apply to the court based on the location of the Bank.
- 12.4. The Client is authorized to submit a Complaint regarding the fulfillment of the terms stipulated in the Agreement to the Bank, which the Bank will discuss in accordance with the "Complaint review procedure" (which is available on the following link: <https://www.libertybank.ge/en/momkhmarebelta-uflebebi>), Unless otherwise defined in this Terms and Conditions;
- 12.5. 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.

**13. Communication**

- 13.1. Communication by the Bank with the Client is carried out both in written and oral form, and communication by the Client with the Bank is only in written form.
- 13.2. When communicating in written form, the notice must be delivered to the party to the contact details specified in the Agreement, in the applications, and/or other agreement(s) with the Bank personally, by courier (including registered mail and/or court courier), e-mail, cellular communication (short text message Digital Banking and/or other means of communication subsequently determined by the Bank, taking into account that:
- 13.2.1. The notice sent by the Client to the Bank in person and/or via courier is considered delivered on the day of registration of the notice in the Bank's chancellery, and when sent to an e-mail address, on the day the Bank sends a reply e-mail confirming receipt to the Client;
- 13.2.2. The notice sent by the Bank to the Client via courier (including registered mail and/or court courier) is considered delivered on the day of delivery to the Client, and in the absence of confirmation of said delivery, on the next calendar day after delivery to any person at the Client's address;
- 13.3. The notification sent by the Bank to the Client via e-mail is considered delivered on the day of receiving the confirmation from the Client's e-mail server (notification about registration in the addressee's e-mail), and in the absence of such a confirmation, on the next calendar day;
- 13.4. The notice sent by the Bank to the Client through cellular communication (short text message), Digital Bank and/or other means of communication determined later by the Bank is considered delivered on the day of sending the notice, and in the case of posting information on the Bank's website - on the day of posting the information.
- 13.5. If the Client does not notify the Bank in advance about the change of any contact data (including any requisites contained in the agreement) and/or directly or through a contact person refuses to receive the notice sent under the agreement or the sent notice cannot be delivered to the Client due to not being at the address twice in a row, any such notice made by the Bank shall be considered submitted on the next calendar day after the notice is sent.
- 13.6. If the Client's contact data(s) are not specified in the agreement or the notice cannot be delivered to the addressee after the second consecutive attempt, the Bank shall be entitled to inform the Client through public publication (either in print, online or in any other form). This action will not be considered a breach of the personal data and this agreement will be considered as the Client's consent to the processing of his/her data for this purpose and scope.
- 13.7. Communication between the parties is carried out in the Georgian language, and the Bank is authorized to communicate with the Client in any other language acceptable to the Client.
- 13.8. The bank is authorized to communicate with the client for various purposes. Consequently, messages intended for the client (both written and oral) may be (a) informational/transactional (examples include information about operations performed on the client's account, delivery of access codes to the client, and reminders of the payment schedule), (b) contractual obligations (such as a warning about the existence of a debt, a request for the fulfillment of an obligation, etc.), (c) marketing (such as a new credit or product offer, etc.), and/or content determined by law.
- 13.9. When communicating with the Client, the Bank is entitled to use any contact data recorded in the Bank from the Client, or from the third parties with his/her consent, or recorded from the Client himself/herself about third parties. The contact data of the Client and/or third party(s) recorded within the framework of one contractual relationship



(regardless of whether the mentioned agreement is valid or not) can be used by the Bank for the purpose of communication of the same and/or another Client of the Bank within the framework of another contractual relationship with the Bank and vice versa.

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

#### 13.11. **Verified number**

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

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

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

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

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

13.11.6. In case the verification of the number is carried out by contacting the Bank through remote service channels, the mobile phone number specified in the relevant process will be considered verified only after the Client successfully completes the relevant process.

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

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

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

13.11.10. The Client is obliged to immediately notify the Bank of the loss of the verified number, cancellation of ownership, alienation, gaining access by third party(ies), and/or any other changes related to the said number, which may affect the safe provision of services by the Bank, as well as on Data Processing (including for Direct Marketing).

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

#### 13.12. **Verified Email**

13.12.1. The Bank is authorized to use the Client's Verified Email address to communicate with them and provide banking services.

13.12.2. The Client's email address is verified according to the rules and procedures established by the Bank.

13.12.3. By providing the Bank with a one-time code sent to the Client's email address, the bank is entitled to consider the email address as verified.

13.12.4. The Client acknowledges that the email verified in accordance with the bank's established procedure may be used to exchange information related to the Client's banking services, including the provision of information containing banking secrets and/or the client's Personal Data. Therefore, the Client is obligated to verify only those emails to which third parties do not have access. In the event of third parties gaining access to the Client's Verified Email and thereby using banking services and/or receiving confidential information, the Bank is fully released from any obligation to compensate for any damages or losses.

13.12.5. When verifying the email, the Bank is entitled to change the Client's email address (if any) previously used in banking services and to use the Client's Verified Email when providing services.

13.12.6. If email verification is conducted by contacting the Bank through Remote Service Channels, the email address specified in the relevant process will be considered verified only if the Client successfully completes the corresponding process.

13.12.7. Notifications sent to the Verified Email, received from the Verified Email, and/or any consent expressed from the Verified Email (including declaring the consent code received from the Verified Email to the bank) shall be considered as valid notifications, offers, or consent by the client.

13.12.8. At its discretion, the Bank is entitled to determine the service(s) for which a Verified Email is necessary and to refuse to provide such service to the Client if the Client does not verify the email in accordance with the procedures established by the Bank. Additionally, the Bank is authorized to restrict the Client's banking services, the use of which is based on a Verified Email, if the Client does not have a Verified Email registered with the Bank.

13.12.9. The Client is obliged to immediately notify the Bank of the cancellation of ownership of the Verified Email, access by third parties, and/or any other changes related to the said email that may affect the secure provision of services by the Bank, as well as on Data Processing (including for Direct Marketing).

13.12.10. The Client is obliged to safeguard the security of the devices used to access the Verified Email. In the event the customer uses third-party devices for access, they must promptly complete the authorization of the electronic mail after use, clear the history, and take all necessary measures to prevent the data required for accessing the Verified Email from being made available to third parties. The Bank is not responsible for any consequences arising from third parties gaining access to the Verified Email.

### 14. **Confidentiality and Personal Data Processing**

14.1. 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).

14.2. The above limitation does not apply to information or disclosure of information: (a) which is/will be made public by law 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).

14.3. **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 Conditions process the information related to the Client, including the Client's Personal Data.

14.3.1. Data processing by the Bank, without any limitation, includes any action performed on the data, including obtaining, collecting, 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) from the Client, from publicly available source(s), and/or from the third party(ies). Such actions may involve transmitting, publicizing, distributing, or otherwise making the information available.

14.3.2. Based on the context of Data Processing, 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 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 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) Any information gained from public sources;
- (w) 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.

14.3.3. 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.

14.3.4. 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 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;

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

14.3.6. 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 law or a subordinate normative act issued on the basis of law within the scope of authority.

14.3.7. If the Client is also an official, representative, an authorized spokesperson of the Bank's client legal entity or is in any other way related to that legal entity, the Bank is authorized to process and use the Client's Personal Data as information related to the abovementioned legal entity and to process Client's Personal Data for the fulfillment of Bank's statutory duties, defend Bank's legitimate interests, as well as for the purposes of providing services to the aforementioned legal entity and/or carrying out Direct Marketing.

14.4. **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.

14.5. **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:

- 14.5.1. Upon Client's consent to the processing of his/ her Personal Data for one or more specific purposes;
- 14.5.2. To fulfill obligations arising from contract concluded with the Client or to conduct a contract at the Client's request;
- 14.5.3. To review the Client's Application and/or to provide Banking Services;
- 14.5.4. To protect Bank's and/or Third Parties' legal interests;
- 14.5.5. To fulfill obligations prescribed under the Legislation;
- 14.5.6. To perform tasks carried out in the public interest, including for the purposes of crime prevention, public safety and law enforcement;
- 14.5.7. In other cases prescribed by the Legislation.

14.6. 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 his/her consent onto his/her 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.

14.7. If the Client provides the Bank with information regarding third parties (additional Cardholder, guarantor, family member(s), employer, contact person, etc.), including, without limitation, their Personal Data, solvency information, information about the assets, etc. (together as – Personal Data), the Client himself/herself is responsible for obtaining prior consents from respective persons to the processing of their Data by the Bank in accordance with the purposes and conditions set in the present Conditions and the Bank's Data Protection Policy. Therefore, the submission of such information to the Bank implies that the Client has obtained prior consent from these person(s), has ensured that the person is familiar and agrees with the present Conditions, as well as the data protection policy(ies) published at the Bank's website [www.libertybank.ge](http://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.

14.8. **The Purpose of Data Processing.** Based on the context of Data Processing, the Bank and/or the Third Parties determined under the present Conditions may perform Data Processing for various purposes, including without any limitation the following:

- 14.8.1. To provide Banking Services in full and complete manner;
- 14.8.2. 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;
- 14.8.3. To identify/verify Client in the proper manner and to ensure periodic update of the data;
- 14.8.4. For credit risk assessment, and to check the Client's creditworthiness;
- 14.8.5. To effectively communicate with the Client, including ensuring an appropriate and timely investigation and response to his / her statements, appeals or complaints;
- 14.8.6. 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.
- 14.8.7. To enable the use of eMoney wallet (if any) that comprises a joint service provided by the Bank and eMoney;
- 14.8.8. To ensure the use of VISA Concierge or other services requested by the Client;



14.8.9. 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;

14.8.10. To create legal evidence;

14.8.11. 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;

14.8.12. To improve and develop Banking Services which implies analysing the information related to the Client including analysis of his/her credit history, statistical Data analysis, etc.

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

14.8.14. 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;

14.8.15. 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.

14.8.16. 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;

14.8.17. To carry out Direct Marketing;

14.8.18. In any other event where the purpose of further data processing is compatible with the initial purpose;

14.8.19. For other legal purposes and/or in order to properly fulfil obligations prescribed under the Legislation.

#### 14.9. ***Personal Data transfer to/request from Third Party(ies).***

14.9.1. The Bank strictly protects the confidentiality of the information, related to the Client and the third parties (additional card holder, guarantor, contact person, etc.) indicated by him/her, including their personal data. With that, the Client acknowledges and declares his/her 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 him/her to the Third Party (ies) listed in the present Conditions and/or obtain the said information from such Third Party (ies) to the extent necessary for the purposes defined by the present Conditions and/or the Legislation, including but not limited to:

14.9.1.1. 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.

14.9.1.2. 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<sup>3</sup>.

14.9.1.3. 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 to perform marketing activities (offering of banking product(s)/service(s)).

14.9.2. 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.

14.9.3. 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.

14.9.4. 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.

14.9.5. In addition to the above, the Client acknowledges, and declares his/her consent to the fact that for the purposes set forth in the present 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 him/her (including but not limited to account balances and / or debts, 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 and who, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the Bank;
- (b) The Bank's contractors and/or corporate clients who use the Bank's payment services to receive payments from their customers (subscribers) (so-called billing);
- (c) Payment service provider(s) and those third parties who carry out the identification / verification procedures in accordance with the legislation of Georgia for the provision of banking / payment services by the Bank to the Client through remote banking / payment service channels / payment instruments (fast payment machine, ATM, etc.) and who, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the Bank;
- (d) Public organizations, such as supervisory, independent, judicial, investigative and other institutions, state or local self-government bodies and legal entities established by them;
- (e) 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 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 and who, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the Bank;
- (j) Insurance companies, for the purpose of obtaining relevant insurance services for 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) Third parties to whom the Bank may sell, transfer or merge part of its business or assets;
- (n) International financial institutions in order for the Bank to obtain financing;
- (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.

14.9.6. The Client acknowledges and agrees that the list given in the present Conditions is not complete, exhaustive, and from time to time third party categories may change.

<sup>3</sup> 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;

**14.10. International transfer of Personal Data**

14.10.1. 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, without prior and/or additional consent of the Client, 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.

14.10.2. 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.

14.10.3. 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 absence of local supervisory 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.

**14.11. Direct marketing.**

14.11.1. 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 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.

14.11.2. The Client has the right at any time to request the termination of data processing for direct marketing 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.

14.11.3. 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.) ).

14.11.4. 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.

14.11.5. 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. 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, as well as to provide a response to the Client's statements or requests and to deliver other relevant information.

**14.12. Video and audio monitoring.**

14.12.1. 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, 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 being 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.

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

14.13.1. During the validity of the Agreement, as well as after its termination, the Bank will process the information mentioned in present 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.

14.13.2. 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.

14.13.3. 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.

14.13.4. The Client shall promptly inform the Bank in a written form if he/she considers that the information stored at the Bank is not accurate or complete. In no case will the Bank be responsible for any consequences caused by not getting such notification from the Client and processing of false, inaccurate and/or incomplete data.

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

14.14. Additional terms of Personal Data Processing are outlined in the data protection policy (ies) available on the Bank's website [www.libertybank.ge](http://www.libertybank.ge).

**Part II****15. Bank Account Service****15.1. Opening and Using Account**

15.1.1. The Account will be opened to the Client after filling out the Application, including through the Remote Service Channel specified by the Bank, submitting the appropriate documentation, going through the process established by the Bank for opening the Account and paying the relevant fee (if any).

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

15.1.3. In case of insufficient balance or no balance on the Client's Account in the currency of the Transaction, the amount of the Transaction will be deducted according to the Spending scheme and Priority of Currencies. The amounts can be converted, if necessary.

15.1.4. The Client acknowledges and agrees that the transfer fee specified in the annex applies to international transfers. 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 commissions deducted, withheld, or blocked by the recipient and/or correspondent bank, additional fees established by these banks, or any other charges, including partial refunds of the amount in cases of unsuccessful execution of the payment order due to reasons beyond the Bank's control.

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

15.1.5.1. The Client uses Standing Order and/or Direct Debit services;

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

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

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

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

- 15.1.8. The Bank is authorized to close the Account in the following cases: (a) upon submission of the Client's statement in accordance with the rules established in the Bank; (b) upon submission of the inheritance certificate by the Client's heir; (c) in case of non-payment of the Account service fee by the Client for 1 (one) year and/or absence of balance on the Client's Account; (d) in cases set forth in the Terms and Conditions;
- 15.1.9. In the event that the Client has a debt in the form of an Account service Fee, the Bank will close the account based on the Client's Application only after the Client repays the said debt in full.
- 15.1.10. The Bank has the right to refuse the Client to close the Account if the Client has a debt to the Bank.
- 15.1.11. If the Client has any unfulfilled, fulfilled, or current obligation to the Bank under any agreement and/or is using an active product such as a deposit or certificate of deposit, the bank is authorized to refuse to close the Client's Account.
- 15.1.12. The Bank is authorized to close the Account on the basis of the subparagraph "c" of the paragraph 15.1.8 without sending a prior notice to the Client.
- 15.1.13. If the Bank believes that the Client should close the Account, a written request will be sent to the Client through the communication channel specified by the Bank, indicating the period during which the Client is required to close the Account. If the Client does not close the Account after the mentioned period, the Bank has the right to no longer accept payments on the Account (except for those payments necessary to cover the numerical debt on the Account) and return the balance on the Account to the Client.
- 15.1.14. As of January 1, 2021, coins with denominations of 0.01 and 0.02 Gel are no longer in circulation, and only multiples of 0.05 Gel are accepted at the Bank's cash desk. Based on this, the client agrees that the operation requested will be performed in the following manner:
- 15.1.14.1. If the amount of the payment/transfer transaction initiated by the Client is not a multiple of 5, the Client is obliged to deposit the excess amount, rounded to the nearest multiple of 5, at the Bank's cash desk. The Bank is authorized to transfer the difference between the amount provided by the Client and the transaction amount to the Bank's income.
- 15.1.14.2. If the Client performs a withdrawal operation through the Bank's banking service without using an account, and the amount received by the Client is not a multiple of 5, the Bank is authorized to round the amount down to the nearest multiple of 5 and transfer the difference between the amount received by the Client and the amount issued from the Bank's cash desk to the Bank's income.
- 15.1.15. The Client is authorized to:
- 15.1.15.1. Submit Instructions to the Bank to carry out Operations on the Account within the scope of the authority defined by the Legislation;
- 15.1.15.2. In case of Multicurrency Account, determine the Main Currency of the Account, the Priority of Currencies and the Spending Scheme with the Application;
- 15.1.15.3. In case of Multicurrency Account, Change the Main Currency, Currency Priority or Spending Scheme of the Account, for which shall pay to the Bank the relevant fee (if any);
- 15.1.15.4. Request and receive a Statement from the Account. Tariffs for issuing Statement and service are determined according to the relevant Annex;
- 15.1.15.5. Submit claims to the Bank within 7 (seven) calendar days after receiving the Statement from the Account. In case of non-reception of the claim by the Client within the mentioned period, the correctness of the information in the Statement is considered to be confirmed by the Client;
- 15.1.15.6. Terminate the Agreement, in the manner established by the present Terms and Conditions, on the basis of sending a prior written notice to the Bank.
- 15.1.15.7. Notify the Bank about the erroneously credited amount and return the erroneously credited amount to the Bank within 1 (one) Working Day after receiving the Statement on the Account;
- 15.1.16. The Client shall:
- 15.1.16.1. Be responsible for the correctness of filling out the Application and to notify the Bank immediately in writing about all changes to the information specified in it;
- 15.1.16.2. Pay all commission fees established in the Bank for the performance of banking operations, as well as account services, in accordance with the applicable Fees in the Bank;
- 15.1.16.3. Pay the Bank the full amount of the Overdraft (including the Overspent Amount/Overlimit) on the account and the commission in accordance with the applicable Fees and rules of the Bank;
- 15.1.16.4. The Client is obliged not to use banking services if this results in Overspending his/her Account without the prior consent of the Bank or if the agreed spending limit is exceeded.
- 15.1.17. The Bank is authorized to:
- 15.1.17.1. Temporarily use the funds available on the Client's Account as credit resources;
- 15.1.17.2. 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 the Agreement (including the representations and warranties contained in the Article 3 of the Agreement) and/or any other contract(s) with the Bank (including the liabilities assumed under the credit and/or security contract(s)) or in the case of non-fulfillment and/or improper fulfillment of the mentioned liabilities;
- 15.1.17.3. To protect the Bank's/Bank's other client's and/or third parties interests, block/close Client's any account/card and/or digital channels with the Bank, to block/restore/write off the funds and/or suspend Transaction(s), if the Bank suspects/becomes aware that:
- 15.1.17.3.1. The Client violates the legislation (including provisions of the law on the promotion of prevention of money laundering and financing of terrorism, provisions of the Criminal Code of Georgia) of Georgia or any other country;
- 15.1.17.3.2. An unauthorized person has accessed, operated on, or performed any other action on the client's accounts;
- 15.1.17.3.3. 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.
- 15.1.17.3.4. 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;
- 15.1.17.3.5. 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.
- 15.1.17.3.6. The Client, 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 Sanctioning Authority and/or there is a threat that (s)he/they will appear in the list of sanctioned persons;
- 15.1.17.3.7. 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 (s)he/they will appear in the list of sanctioned persons;
- 15.1.17.3.8. The activity of the Client, 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 related to such field of trade/service and/or industry/sector, in respect of which the Sanctioning Authority has issued restriction/prohibition/embargo, including in case such restriction/prohibition/embargo and/or instruction is not binding on the Bank.
- 15.1.17.3.9. The Transaction is related to such field of trade/service and/or industry/sector, in respect of which the Sanctioning Authority has issued restriction/prohibition/embargo, and/or performance of the Transaction may result in violation of any instruction of the Sanctioning Authority, including in case such restriction/prohibition/embargo and/or instruction is not binding on the Bank.
- 15.1.17.3.10. 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 as a result material or any kind of damage/loss to the Bank;
- 15.1.17.3.11. The said amounts may become disputed between the Client and third parties, which may cause damage/loss to the Bank.
- 15.1.17.4. 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. Performance 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;
- 15.1.17.5. 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;
- 15.1.17.6. Request any information/documentation related to the Client and or the Transaction initiated 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);
- 15.1.17.7. 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/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 related to the Transaction(s) initiated by/for the benefit of the Client;

15.1.17.8. Suspend the performance of specific Transaction(s) and/or block/close the Client's Account at its sole discretion, in case the execution 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/or other partner(s)/contractor(s)/supervisor(s) of the Bank;

15.1.17.9. 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;

15.1.17.10. Send notice/request to the Client at its sole discretion about not using the Account for performing the Transactions related to the person(s), product(s) and/or industry/sector defined by the Sanctioning Authority. Failure of the Client to comply with such request entitles the Bank to suspend/restrict specific and/or each Transaction(s) of the Client, block the amount on the Client's Account and/or close the Account.

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

15.1.17.12. 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;

15.1.17.13. If free funds are not sufficient to make the payment at the time of the operation, at its own discretion, suspend the operation or do not authorize it. Also in order to compensate for any damages/losses that have occurred/are suspected to occur to the Bank in the future as a result of the Client's violation of this Agreement;

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

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

15.1.17.16. Provide the Client with a copy of the payment Instruction and/or receipt related to the Operation performed on the Account. The Client knows and agrees that the mentioned documents confirm the receipt of the Instruction by the Bank and/or its execution by the Bank, however, it does not guarantee and the Bank is not responsible for the fact that the Instruction will be perfectly executed by the intermediary financial institution, service payment system or receiver's provider.

15.1.18. The Bank shall:

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

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

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

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

15.1.19. The general conditions for using the account specified in this paragraph apply to any type of Client's account opened in the Bank, unless something else directly follows from the specifics of the account.

## 15.2. Universal Account

15.2.1. Universal Account is an account of an individual, which combines several bank sub-accounts of different currencies, on which the balances of each currency are recorded separately, and which is linked through the card-processing system to one main Bank Card, on which the total available balance is recorded, which, in turn, represents the sum of individual balances of all sub-accounts included in the Universal Account.

15.2.2. The Main Currency of the Universal Account may be established in the following currencies: GEL, USD, EUR or GBP, unless otherwise agreed upon in the contract between the Bank and the Client;

15.2.3. The Client is entitled to open a Universal Account by purchasing a tariff package developed by the Bank;

15.2.4. The Client is entitled to have several Universal Accounts upon the Bank's approval, in accordance with the account quantities allowed in the tariff package(s);

15.2.5. Universal Account service terms and tariffs are determined by the relevant annex to the Terms and Conditions;

## 15.3. Social Account

15.3.1. Only the person(s) receiving the Social Benefits according to the rules established by the law have the right to own a Social Account;

15.3.2. The Client's Social Account will be opened in accordance with the law and the procedure defined by the Bank, after the Social Benefit is enrolled by the authorized person, and subsequently, the Client will complete/accept the Application and submit to the Bank the required documentation for the identification/verification and opening of a Bank Account.

15.3.3. The Client will be granted the right to use the Bank Account and the Card after the Social Benefits is enrolled by the authorized person, and the Client will be entitled to use the other products in accordance with the present Conditions.

15.3.4. Only the operations permitted by the Bank for the Social Account can be carried out on it.

15.3.5. The Client is entitled to apply to the Bank in the form established by the Bank and designate Preferential Subscribers in accordance with the following conditions:

15.3.5.1. The Client is entitled to choose provider(s) in accordance with the number determined by the Bank and register each subscriber of these provider(s) as a Preferential Subscriber(s);

15.3.5.2. When making payments in favor of the aforementioned preferential subscribers, the Client will not be charged a Commission;

15.3.5.3. The Client is obliged to pay the relevant Commission determined by the Bank for all other utility payments (except for payments made in favor of Preferential Subscribers);

15.3.5.4. In the case of cancellation or change of the Preferential Subscriber(s) specified by the Client in the application, the execution of utility payments in favor of the aforementioned subscriber(s) will be subject to the payment of a Commission determined by the Bank;

15.3.5.5. Preferential Subscribers can be changed if the Client has not made a preferential payment in favor of the specified subscriber in the current month. In this case, changing the number of the subscriber(s) in favor of whom the utility payment was made with a preferential payment will be possible from the first day of the next calendar month.

15.3.6. If the social allowance is not credited to the client's account within 3 (three) months, Bank is authorized to cancel the benefit for subscriber numbers registered as preferential subscribers and to process payments in their favor in accordance with the standard tariffs currently in force at the Bank.

15.3.7. Social Account service terms and tariffs are determined by the relevant Social Account service and tariffs annex to the Terms and Conditions;

15.3.8. The competent body makes the decision about administration of enrolling Social Benefits (including the date of enrollment, amount) and/or suspension/termination of the Social Benefit on the Client's Social Account. The Bank does not participate in the appointment of Social Benefit, organization of its issuance, suspension, renewal, termination and recalculation, as well as in other relations related to the reception of Social Benefit. In case of any questions/complaints regarding the mentioned issues, the Client should contact the competent body defined by the legislation.

15.3.9. The Social Benefit is reflected on the Client's Account in accordance with the information on the enrollment and distribution of the relevant amount to the Bank by the Social Service Agency, therefore the Bank is not responsible for the terms of availability of the Social Benefits to the Client.

15.3.10. Disbursement of a Social Benefit from a Client's Social Account and/or production of an Additional Card is allowed based on the Client's power of attorney. For this purpose, the provision of services to the Client (his/her representative) based on the presented power of attorney is allowed only if 1 (one) year has not passed since the power of attorney was issued. After 1 year from the issuance of the power of attorney, the client is obliged to renew the power of attorney in order to receive banking services through the representative (including for the purpose of making an additional card).

15.3.11. The decision on the suspension and/or termination of the Social Benefit is made by the competent body for the administration of the Social Benefit on the grounds and manner established by the Legislation. The Client is obliged to take measures to prevent the suspension/termination of the Social Benefit and/or to restore the suspended/terminated Social Benefit. The Bank is not responsible for the suspension, termination, reinstatement of Social Benefit and/or refund of Social Benefit amount not received between the suspension and reinstatement dates.

15.3.12. The Client is aware of and agrees that based on the Legislation and agreement signed between the Social Service Agency and the Bank, the Bank will provide the Social Service Agency with information about those Clients on whose:

15.3.12.1. Social Account(s) the Social Benefit was continuously enrolled every month for the last 6 (six) months and on which (on the Social Account) no active operation was carried out for 6 (six) consecutive month i.e. when no withdrawal/disposal of money from the Social Account takes place during the mentioned period;



15.3.12.2. Social Account(s) the Social benefit was enrolled and funds from the Client's Account have been issued/disposed only on the basis of an Additional Card (power of attorney) during the last 12 (twelve) months and during this period Additional Card (power of attorney) was not ordered (renewed);

15.3.12.3. Social Account(s) the Social Benefit was enrolled in the last month and during the last 12 (twelve) month the Bank transferred funds to the term deposit at the request of the Client and no other active operation was performed during this period.

15.3.13. For the purposes of clause 15.3.12.1 of the Terms and Conditions, an active operation includes:

- a) withdrawal of money from the Client's Social Account using Client's main Card or Additional Card, including through an ATM;
- b) settlement operations in trade and service facilities using Client's main Card or Additional Card;
- c) transfer of funds from the Client's Account to the term deposit by the Bank at the request of the Client;
- d) execution of a term payment order by the Bank from the Client's Account;
- e) transferring funds from own (Client's) Account to the Client's other Account and/or third person's account during a physical visit to the Bank.

15.3.14. In case the Banking Service for the issuance/distribution of the Social Benefit(s) contract between the Bank and the Social Service Agency is terminated for any reason, the Client authorizes the Bank to provide the Social Service Agency with information about the Client's obligation(s) to the Bank (if any).

15.3.15. Taking in to account that the Social Service Agency is the competent body for the administration of the Social Benefit(s) and the Social Account is opened for the purposes of accessing Social Benefit(s) by expressing consent to these Terms and Conditions and/or using the Social Account, the Client authorizes the Bank to provide the Social Service Agency with the information requested by it (the Social service Agency) regarding the movement of Social Benefit funds, which, without limitation, includes the information recorded in the Statement from the Client's Account, including about the amounts placed and issued on/from the Client's Account, showing the dates of placing and issuing and indicating the final balance.

15.3.16. The Client is aware of and agrees that according to the contract signed between the Bank and the Social Service Agency, the Bank is obliged, based on the request of the Social Service Agency, to fully return the Social Benefit funds which were enrolled incorrectly or after the death of the recipient to the Agency's treasury account, therefor, Client consents to the Bank's authority to debit the funds to be returned to the Social Service Agency without the Client's accept. For the avoidance of any doubt, the aforementioned authority of the Bank extends to the legal heirs of the Client.

15.3.17. 15.3.17. Social benefits that were due to the client and were not received at the time of his death will be given to his heirs if they apply to the Social Service Agency for the undelivered amount no later than one year from the date of the Client's death. In the event of the Client's death while receiving social benefits, the heir must obtain the relevant consent from the Social Service Agency and/or submit any other document required by the legislation or the Social Service Agency in order to claim the due Social Benefits. Additionally, if the Client's heir does not apply to the Bank to claim the Social Benefits included in the estate within the period specified by these Terms and Conditions and the applicable legislation, and/or fails to submit the mandatory documentation required by the Bank, the Bank shall be entitled to return the specified amount to the Social Service Agency in accordance with the procedure established by the legislation and the agreement between the Bank and the Social Service Agency.

#### 15.4. **PAY Account**

15.4.1. The PAY Account will be opened to the Client after filling out the Application, submitting the appropriate documentation, and paying the relevant fee (if any).

15.4.2. The Client is authorized to have several PAY Accounts upon the Bank's approval.

15.4.3. Funds can be deposited into the PAY Account both by cash and non-cash payment.

15.4.4. Cash can be deposited into the PAY Account using the following channels:

15.4.4.1. Branches and service-centers of the Bank;

15.4.4.2. ATM;

15.4.4.3. Other means and channels specially developed by the Bank for this purpose.

15.4.5. The PAY account can be topped up using the following means:

15.4.5.1. Website;

15.4.5.2. Bank ATMs;

15.4.5.3. Bank's or other bank(s)'s direct debit service and/or other bank(s)'s or third party(ies)'s specially developed channels for this purpose;

15.4.5.4. Electronic and/or other channels developed by the Bank, which can be used to top up the PAY account;

15.4.5.5. The Pay account top up commission fee for other Bank's Direct Debit Service and/or other bank(s)'s or third party(ies)'s specially developed channels for this purpose, is determined by the relevant service provider/channel owner. The Client at his own discretion can apply to the Bank for information about commission fee determined by this paragraph.

#### 15.5. **Technical Account**

15.5.1. A Technical Account is a mono-currency account of an individual, which can be opened in any of the following currencies (GEL, USD, EUR) and on which only specific operations defined by the Bank and/or additional Banking services related to the Technical Account are allowed

15.5.2. A Technical Account will be opened to the Client after filling out the Application, submitting the appropriate documentation and paying the appropriate fee (if any).

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

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

15.5.5. It is not allowed to link the Card on the Technical Account and/or conduct Banking operations through remote Banking channels.

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

#### 15.6. **Service universal account for loan**

15.6.1. A Service universal account for loan is a multi-currency account of an individual, on which specific operations defined by the Bank are allowed.

15.6.2. The Service universal account for loan will be opened to a Client who already uses or to whom the Bank's credit product has been approved, after submitting the application in the form prescribed by the Bank and providing the appropriate documentation to the Bank.

15.6.3. The Service universal account for loan can be used as a servicing account for the Bank's credit products in order to dispose of money by the Client from the Bank's service channels.

15.6.4. At the same time as using the Service universal account for loan, the Client is not authorized to own another tariff package defined by the present Terms and Conditions and use the products included in it.

15.6.5. Only those operations specified in Tariffs and conditions of the realization tariff package for loan of the present terms and conditions will be allowed on the Service universal account for loan. Any other operations on the Service universal account for loan are not allowed, unless otherwise specified by the Bank. At the same time, the Client is aware that the use of the realization tariff package for loan may lead to restrictions on the use of certain products which were active during possession of another tariff package.

15.6.6. It is not allowed to link a Bank Card to the Service universal account for loan.

15.6.7. The Service universal account for loan may be closed at the Client's request only if it is not an active credit product servicing account. Although the Bank is authorized to close the Service universal account for loan without the prior consent of the Client and without sending a prior notification to the Client if the Service universal account for loan is not used as a servicing account for another active banking product of the Client offered by the Bank and there is no positive balance on the Service universal account for loan.

15.6.8. Unless otherwise stipulated in this article, all the conditions established by this Terms and Conditions regarding to the service of the account, which do not conflict with this article, apply to the Service universal account for loan.

#### 15.7. **Service Account**

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

- 15.7.2. The Service Account will be opened to the existing and/or potential depositor(s) of the Bank/holder(s) of the certificate of deposit after submitting the Application in the form prescribed by the Bank and providing the appropriate documentation to the Bank.
- 15.7.3. The Service Account can be opened through the Bank's branches/service centers and the Bank's mobile branch.
- 15.7.4. The Service Account can be used as a servicing account for an individual's certificate of deposit, fixed-term deposit (including accumulative deposit), loan secured by a certificate of deposit/deposit and/or other deposit and/or credit products subsequently determined by the Bank.
- 15.7.5. Only those operations specified in fees and conditions of the Service Account tariff package of the present Terms and Conditions will be allowed on the Service Account. Any other operations on the Service Account are not permitted, unless otherwise specified by the Bank.
- 15.7.6. It is now allowed to link a Bank Card to the Service Account.
- 15.7.7. Service account may be closed at the Client's request only if it is not an active deposit/certificate of deposit servicing account. Although the Bank is authorized to close the Service account without the prior consent of the Client and without sending a prior notification to the Client if the Service account is not used as a servicing account for another active banking product of the Client offered by the Bank and there is no positive balance on the Service account.
- 15.7.8. Unless otherwise stipulated in this article, all the conditions established by this Terms and Conditions regarding to the service of the account, which do not conflict with this article, apply to the Service account.

#### 15.8. **Agro Account**

- 15.8.1. Agro Account is a mono-currency current Bank account to which an Agro card is linked and which the Client can open without opening a Universal Account or at the same time, if the Client submits the relevant application(s) and mandatory documentation (if necessary).
- 15.8.2. Agro account is intended for intended use and is aimed at individuals involved in the agro sector who want to use the Bank account to perform payment operations in agro-product/service facilities, to receive and dispose subsidies/assistance and/or other kind of monetary funds given/to be given within the framework of state projects for the promotion of agriculture/agro sector.
- 15.8.3. The operations, limits and tariffs allowed on the Agro account are defined in the relevant Annex of this Terms and Conditions.
- 15.8.4. The general terms and conditions of the Account and Card defined in the present Terms apply to the Agro account and the Agro card, which do not conflict with the terms of the Agro account and Agro card.

#### 15.9. **Special Currency account**

- 15.9.1. The Client is allowed to open Special Currency Account in any currency defined by the relevant Annex of the Terms.
- 15.9.2. A number of Special Currency Accounts allowed for the Client is limited and is defined by the relevant Annex of the Terms.
- 15.9.3. A Special Currency Account is not a Card Account and a Bank card is not linked to it.
- 15.9.4. These Terms apply to the Special Currency Account, taking into account the specifics of the Special Currency Account.

### 16. **Card**

#### 16.1. **General conditions of using the Card**

- 16.1.1. The terms of use of the Card contained in this paragraph apply to all types of Cards issued to the Client and to the additional Cardholder(s) defined by the Client.
- 16.1.2. The use of the Card is regulated by the banking Legislation and the terms of the license agreements between the Bank and the international payment systems VISA Inc., MasterCard Europe and UnionPay International.
- 16.1.3. In order to receive a Card, the Client must submit to the Bank a duly completed and verified Application, in the form specified by the Bank.
- 16.1.4. The **Bank** prepares the **Card(s)** on the basis of the **Client's Application** and in accordance with it and gives it to the **Client** for use (placed in a sealed envelope, and/or through a SMS to the mobile phone number specified in the **Application**, and/or with an **Access Code (PIN- code)** sent in another electronic form determined by the **Bank** to perform **Operations from the Account(s)**. The **Card** is the property of the **Bank**.
- 16.1.5. To activate the right to make payments at high-risk merchant service points with the Card, the Client must apply to the Bank in the form established by the Bank. Until such an application is received, the Client's ability to make payments at high-risk merchant service points with the Card will be limited.
- 16.1.6. The Client acknowledges being aware of the risks associated with conducting transactions at high-risk trading/service establishments and, by exercising the right to make payments at such establishments, accepts full responsibility for the outcomes of transactions carried out therein.
- 16.1.7. The Client may request the Bank to issue Additional Card(s) and their respective Access Codes to any third party. In case of the Bank's approval for issuing an Additional Card, the Client is obliged to inform the owner of the Additional Card of the mentioned conditions. In addition, the Client is obliged to pay the fees and other relevant costs for operations carried out using Additional Cards and Access Codes.
- 16.1.8. The Client authorizes the Bank to transfer information about his/her Account(s) to the additional Cardholder(s). This information includes, without limitation, Account(s) details, as well as other information necessary for the proper use of the Additional Card(s).
- 16.1.9. Disposing of the funds on the Account is allowed within the limit set by the Bank.
- 16.1.10. Consent to perform a transaction using the Card may be given through various methods, including pointing the Card at a contactless reader or entering access code(s). Access Codes may include, but are not limited to, the Card PIN code, 16-digit Card code, card expiration date, card CVC or CVV code, code word, password, or a one-time code sent to the customer's phone number/email, and any other access code known to the customer within the banking service
- 16.1.11. Based on the legal requirements, the Bank is authorized to unilaterally impose restrictions on the Client's Card Operations.
- 16.1.12. The terms of carrying out the Card Operation and its reflection on the Account may differ from each other. The time period for the transaction to be reflected on the Account depends on the time period for processing the operation by the international payment system.
- 16.1.13. In the case of a card transfer, the transferred amount becomes immediately available to the recipient for transactions using the card. However, the amount is credited to the Bank account only after the financial processing of the transaction and settlement by the relevant International Payment System. Accordingly, the Client acknowledges and agrees that for card transfers, the credited amount will be reflected in the account at a later time, and transactions involving the corresponding amount from the account will only be possible once it is reflected in the Account. The Bank is not liable for any damage incurred by the Client due to the processing or settlement timelines of the transaction by the International Payment System.
- 16.1.14. If the authorized owner does not contact the Bank to receive the Card within 6 (six) months after the Card is issued, the Bank has the right to cancel the Card. In such case, the Card producing/service fee will not be refunded to the Client.
- 16.1.15. The Card will be canceled if the validity period of the Card expires.
- 16.1.16. The Client has the right to:
- 16.1.16.1. Carry out transactions with the Card within the limit set for spending;
- 16.1.16.2. Request and receive a statement from the bank Account;
- 16.1.16.3. Appeal operation made with Card if he/she believes that an unauthorized or incorrectly executed transaction has taken place. In addition, the Client's appeal of any operation does not indicate the Bank's unconditional obligation to compensate the Client for the losses incurred as a result of the aforementioned Operations. Each case of appeal of Operations by the Client is considered individually, taking into account the rules established by the VISA Inc., MasterCard Europe and UnionPay International payment systems, practices established in the international and Georgian banking sector, and applicable legislation;
- 16.1.16.4. Notify the Bank in writing about the expiry of the Card and to request the production of a new Card;
- 16.1.17. The Bank has the right to:
- 16.1.17.1. If necessary, replace it with a new Card during the Card's validity period;
- 16.1.17.2. Send a message to the authorized owner requesting the return of the Card to the Bank, if there is a reasonable suspicion that the Card is being used for illegal activities during operations;
- 16.1.17.3. In case of loss of the Card, to write off from the Client's account (if any) or block the equivalent funds of the Card Operations, from the loss of the Card to the arrival of the relevant written or oral notification to the Bank;
- 16.1.17.4. In case of breach of Agreement by the Client and/or Additional Cardholder, as well as in case of Client's insolvency, to suspend or terminate the operation of the Card and take necessary measures to collect the Client's debt to the Bank;



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

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

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

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

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

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

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

16.1.18. The Client undertakes:

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

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

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

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

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

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

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

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

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

16.1.18.10. Conduct Card operations in accordance with the given conditions;

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

16.1.19. The Bank is not responsible for:

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

16.1.19.2. Any illegal Operation carried out with the Card;

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

16.1.19.4. Card blocking as a result of false notification;

16.1.19.5. Suspending the validity of the Card;

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

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

16.1.19.8. The legality of the operation carried out through the Card;

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

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

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

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

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

16.1.21. The Client is responsible for:

16.1.21.1. All illegal Operations carried out through the Card;

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

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

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

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

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

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

16.1.24. The Bank is obliged to compensate the Client for the amount of the unauthorized Operation if the Client applied to the Bank within 13 (thirteen) months after the execution of the unauthorized local operation or 75 (seventy-five) calendar days after the execution of the unauthorized international operation and the Client did not violate the obligations under the Law, the Agreement or the present Terms and Conditions.

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

16.1.26. The Bank is not obliged to compensate the Client for the amount of an unauthorized Operation if there is any reasonable suspicion that there was a fraudulent act on the part of the Client and/or an intentional or negligent violation of the obligations under the Law, the Agreement or the present Terms and Conditions.

16.1.27. A contactless card is a type of bank card with a chip that enables the client to perform card payment operations without entering an access code within a specified limit. This feature allows the client to conduct transactions in service facilities authorized to provide the relevant service and equipped with the necessary technical means.

16.1.28. The allowable limit for contactless purchase operations performed with a Visa PayWave and MasterCard PayPass card, without entering an access code, is determined by the acquirer in accordance with the rules and legislation of the international payment system.

#### 16.2. Universal account card

16.2.1. A Visa or MasterCard international type card may be attached to the Client's Universal Account, the type of Card allowed for the relevant tariff package is determined in accordance with the Relevant Service tariffs for Tariff package.

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

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

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

16.2.3. Card usage tariffs, limits, as well as restrictions imposed on the Client's card operations are determined by the relevant annex to the terms.

16.2.4. The Client has the right to submit an application to the Bank to lift restrictions on the MCC codes, as defined by the relevant annex of the Unions, enabling transactions in accordance with the rules established by the Bank.

#### 16.3. Social Card

16.3.1. A local or international Visa, MasterCard, or UnionPay card may be added to the client's social Account at the discretion of the Bank.

16.3.2. Operations conducted in GEL are reflected on the Client's account without conversion.

16.3.3. Transactions conducted in dollars, euros, and pounds sterling are reflected on the Client's Account based on the Bank's commercial exchange rate between the transaction currency and the Account currency on the day of processing. Operations in other currencies are reflected between the Account currency and the settlement currency of the relevant payment system at the Bank's Commercial Exchange Rate. 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 exchange rate between the transaction currency and the settlement currency of the relevant payment system is determined by the international payment system at the current system rate on the day of transaction processing. The applicable rates can be found on the relevant payment system's website: VISA - <https://bit.ly/2J92TPb> and MasterCard - <https://bit.ly/3ozFTjt>. Additionally, for operations conducted with a VISA card in a currency other than GEL, USD, EUR, or GBP, 1% of the transaction amount will be added.

16.3.4. Disposal of funds in the Account is allowed within the limits set by the Bank, as determined by the social account Conditions in accordance with the service terms and tariffs.

16.3.5. The limit(s) for payment operations conducted with a Contactless Card, without entering an Access Code, are determined by the social account in accordance with the service terms and rates attached to these terms and conditions.

16.3.6. The validity period for the usage of the Social Card in trade/service facilities and ATMs is defined as a maximum of 1 (one) year. To extend the validity period of the Social Card in trade/service facilities and ATMs after the expiry of this period, the Client is required to apply to the Bank following the procedure established by the Bank.

#### 16.4. Child's Card

16.4.1. To obtain a Child's Card, an independent Social Account is opened for the Client. Credit and/or debit operations are not allowed on this account, except for payment transactions conducted at the POS terminals of the bank located with suppliers registered by the Social Service Agency.

16.4.2. To conduct a payment operation at the Bank's POS terminal with a Child's Card, the use of an Access Code is required.

16.4.3. Additional Child's Cards may be issued at the Bank's discretion.

16.4.4. The Bank will provide information on transactions carried out with the Child's Card to the Social Services Agency and/or other relevant state body/legal entity upon their request.

16.4.5. Changing the PIN code of the Child's Card and checking the balance of the Child's Card are allowed and can be done both at the Bank's service facility(s) and through ATMs.

16.4.6. The daily spending limit for payment operations conducted with a Child's Card is determined by the Social Account, as specified in the terms and conditions in accordance with the service terms and rates.

#### 16.5. Agro card

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

16.5.2. With an Agro card, it is only possible to spend the funds available in the Agro account and/or a subsidy activated on the Agro account within the framework of the State Program for the Promotion of Agricultural Land Owners, determined by the N312 Decree of May 18, 2018 of the Government of Georgia (hereinafter referred to as the Decree) - Agro subsidy) in the network of the Bank's partner merchants, by performing payment operation(s) at the Bank's POS terminal.

16.5.3. The limits and tariffs of operations allowed on the Agro card are determined by Tariffs and limits for using Agro account and Agro card of these Terms and Conditions.

#### 16.6. Digital Card

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

16.6.2. Multiple Digital Cards can be linked to a Client's Universal Account. However, activation of a Digital Card on the Client's Account does not limit the possibility of linking a physical plastic Card to the same Account. The maximum number of Digital Cards allowed on the Account is determined by the Tariffs for digital card services unless otherwise specified in the relevant Service tariffs for Tariff package.

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

16.6.4. Limits, restrictions and service tariffs for Digital Card transactions are determined in accordance with the Tariffs for digital card services unless otherwise specified in the relevant Service tariffs for Tariff package.

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

16.6.6. In relation to the Cards that the Client will include in Apple wallet, the terms of inclusion and use of the Liberty Bank Card in Apple Pay apply, which is available on the Bank's website [www.libertyBank.ge](http://www.libertyBank.ge) and constitutes a single agreement together with these Terms and Conditions.

16.6.7. In relation to the Cards that the Client will include in Google Wallet, the terms of inclusion and use of the Liberty Bank Card in Google Pay apply, which is available on the Bank's website [www.libertyBank.ge](http://www.libertyBank.ge) and constitutes a single agreement together with these Terms and Conditions.

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

16.6.9. The Bank is authorized to set a maximum limit of activation of Digital Card(s) within 365 days. In the case of the expiration of the mentioned limit, the Client will no longer be able to activate new Digital Card(s) on both the existing and the new Account, including if the Client does not have another active Digital Card(s) at the time of initiating the activation of the Digital Card. The permitted amount of activation of the Digital Card(s) within 365 days is determined by the relevant Annex to this Terms and Conditions. In addition, the Bank is authorized to restrict the Client's right to use/activate the Digital Card due to dishonest use of the card, regardless of the limit set forth for the Digital Card(s).

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

- 16.7.1. The Bank card 3D security is an additional means of protection offered by the Bank to the Client, of which purpose is to ensure the safe execution of transactions carried out via the Internet with a card included in the international payment system of VISA or MasterCard in the form of Verified by Visa and MasterCard SecureCode services.
- 16.7.2. Activation of the Bank card 3D security can be carried out by the Bank on its own initiative in accordance with the present Terms and Conditions and the rules defined by the Bank.
- 16.7.3. When carrying out transactions through the Internet with the card, a 3D security one-time SMS verification code will be sent to the number registered in the name of cardholder in the Bank.
- 16.7.4. The Client understands and agrees that if the Client's contact data specified in the Bank is incomplete and/or incorrect, he/she will not be able to use the Bank card 3D security service and perform operations that require the use of the 3D security service.
- 16.7.5. Based on security considerations, the Bank is authorized to enable 3D security for the cardholder on its own initiative, including during online transactions by the authorized cardholder.
- 16.7.6. In order to carry out online transactions (purchase of goods and/or services) using 3D security, it is necessary for the authorized cardholder to make sure of the authenticity of the Merchant's (trade facility) website; for this it is necessary to have at least the following conditions: (a) the website of the Merchant (trade facility) must have the logo of the Bank and "Verified by VISA" or "MasterCard SecureCode"; (b) the requesting website must have security certificates.
- 16.7.7. The one-time SMS verification code to be used by the authorized cardholder for transactions is dynamic and is sent instantaneously during online transactions (purchase of goods and/or services) with the Bank card.
- 16.7.8. The authorized cardholder is responsible for ensuring the confidentiality of the information used during transactions via the one-time SMS verification code and/or the Internet, therefore the Bank and/or the international payment system of VISA / MasterCard are not responsible for any damage and/or loss arising from the failure to fulfill the said obligation.
- 16.7.9. The Bank has no way of controlling the services offered by the Merchant (trading facility), therefore the Bank is not responsible for inaccuracies arising from the services provided by the Merchant (trading facility), for the damage caused to the Client and/or third parties, as well as for the website of the Merchant (trading facility) - on the correctness of the information on the page, changes and/or other errors arising as a result of the service.
- 16.7.10. When using the 3D security service, the Client is responsible for all orders that he/she issues to the Bank after passing through special security procedures.
- 16.7.11. The Bank will take all measures to provide the Client with 3D Security Service, but the Bank will not be responsible if it is not possible to provide the Client with the said service due to reasons beyond the Bank's control (including, but not limited to, disruption of the Bank's system or 3D Security Service due to system updates or / and due to improvements, the 3D security service may not be available on the websites of merchants operating in the territory of a foreign country).
- 16.7.12. In order to protect the Client's and/or its own interests, the Bank may suspend and/or limit the Client's use of the 3D security service or its part. When performing such an action, the Bank will send a notification to the Client as soon as possible. The Bank can also completely or partially stop the Client from using the 3D security service at any time. In case of suspension and/or restriction of 3D Security service, the Client is responsible for the operations before the suspension/restriction of the service.
- 16.7.13. It will not be considered a breach of the contract from the Bank and Bank will not be liable for the following results when:
- 16.7.13.1. 3D security service (or its part) cannot be provided due to reasons independent of the Bank;
- 16.7.13.2. Telecommunication facilities are faulty when conducting transactions via the Internet;
- 16.7.13.3. Hardware of the authorized cardholder has a software virus;
- 16.7.13.4. The Client's security details (in particular, the one-time SMS verification code) have been used in an unauthorized manner;
- 16.7.13.5. The Bank has not received the order(s) sent by the Client.

**16.8. Additional Service of Card Security**

- 16.8.1. The Client may secure his/her Card from the consequences caused by illegal use of the Card (Payment Transactions and/or Cash withdrawal) by a third party in Georgia and abroad, at ATMs, Pos-terminals and Digital Banking. The Additional Service of Card Security also includes the possibility of compensation for damages caused by operational/transaction errors.
- 16.8.2. Any resident or non-resident individual with an active status, owning a plastic and/or digital card issued by the bank, can activate the Additional Card Security service by submitting the appropriate application to the Bank.
- 16.8.3. The Additional Service of Card Security can be activated both on a new and existing Card, taking into account the rules and relevant tariff packages in the Bank. The Client is entitled to register only one tariff package on one Card.
- 16.8.4. Activation of the additional card protection service is not permitted for cards associated with individuals in penitentiary institutions, additional social cards, or local cards.
- 16.8.5. As part of the Additional Service of Card Security for both local and International transactions (VISA/MasterCard/UPI), upon the Client's request, the Bank will:
- 16.8.5.1. Reimbursement of the amount of the Card operation within the limits stipulated by the terms of service and the corresponding tariff package;
- 16.8.5.2. To cancel the reservation on the amount booked inside and outside the country before the deadline, within 3 (three) working days after the Client presents all the necessary documents;
- 16.8.5.3. Reimbursement of the cash held by the ATM abroad, within 50 (fifty) days from the registration of the Application;
- 16.8.6. The Additional Service of Card Security is automatically terminated after a one-time reimbursement of an illegal Card operation by the Bank within the limits provided by the relevant package.
- 16.8.7. In order for the Client to immediately receive a notification about the illegal operation carried out with the Card, upon activation of the Additional Service of Card Security, SMS Bank will be mandatorily activated on the Client's Account to which the corresponding Card is linked.
- 16.8.8. The Additional Service of Card Security service is activated on a specific Card and is valid until the expiration date of the Card.
- 16.8.9. The Client has the right to cancel the Additional Service of Card Security by filling an Application for deactivation of the service.
- 16.8.10. The Bank is entitled to terminate the Additional Service of Card Security to the Client if the Bank identifies illegal operations carried out by the Client through the Card or if the Bank believes that fraudulent actions have been carried out by the Card Owner and/or damage has been caused to the Bank as a result of the Client's intentional actions.
- 16.8.11. If less than 1 (one) calendar year remains from the Client's purchase of the service to the end of the Card's validity term, the service will continue until the end of the Card's validity period.
- 16.8.12. The cost of the Additional Service of Card Security is determined in accordance with the rates specified with the relevant annex to the Terms and Conditions.
- 16.8.13. The fee for the Additional Service of Card Security will be paid in accordance with the following conditions:
- 16.8.13.1. Additional Service of Card Security is activated immediately after the annual service fee is deducted from the Cardholder's Account;
- 16.8.13.2. Each subsequent commission fee will be deducted immediately after 1 (one) calendar year from the date of deduction of the commission fee in the previous calendar year;
- 16.8.13.3. In case of non-payment or incomplete payment of the tariff package fee, the Bank will compensate the outstanding damages after the full repayment of the debt.
- 16.8.13.4. If the Bank makes a decision to compensate the damages, in the absence (or partial presence) of the annual fee for the Additional Service of Card Security on the Client's Account, the fee will be automatically paid from the reimbursed amount to the Client's Account.
- 16.8.14. The Client must inform the Bank about suspicious transaction immediately after the discovery of the transaction, but no later than 13 (thirteen) months after the operation, and in the case of an unauthorized cross-border operation no later than 75 (seventy-five) days, unless other terms are determined by the law.
- 16.8.15. If the Bank detects a suspicious transaction, the Card will be blocked, and the Client will be able to renew it later in accordance with the procedures in the Bank. In case the Client refuses to renew the Card, the Additional Service of Card Security will be canceled automatically.
- 16.8.16. The Bank will reimburse only the processed (cut) Card operation, and the blocked funds will not be reimbursed by the Bank, until the block on the said funds is removed after the Client submits all the necessary documents required by the Bank.
- 16.8.17. The use of Additional Service of Card Security does not imply the Bank's obligation to unconditionally satisfy the Client's request for reimbursement without investigating the issue. The Client's appeal regarding the refund is subject to individual consideration by the relevant structural units of the Bank, and in the following cases the Bank is not obliged to refund the corresponding amount:
- 16.8.17.1. The Client did not inform the Bank about the occurrence of the suspicious/illegal operation in accordance with terms established by the paragraph 16.8.14 of the present Conditions;
- 16.8.17.2. the Bank has a reasonable suspicion of fraudulent action or intentional culpability on the part of the Cardholder;
- 16.8.17.3. The Card has been used illegally with the permission of the Cardholder by any Third Party;

- 16.8.17.4. The operation was performed after canceling the Additional Service of Card Security;
- 16.8.17.5. The amount of illegal operation carried out with the Card is in excess of the amount reimbursable by the relevant tariffs of Additional Service of Card Security specified in Annex N8, the operation will be reimbursed only within the relevant limits;
- 16.8.17.6. The Cardholder did not block the lost/stolen Card in accordance with the rules active in Bank;
- 16.8.17.7. In the cases established by the Law of Georgia "On Payment System and Payment Services", except for the cases defined by this terms of service;
- 16.8.18. The Bank is authorized to request and the Client or/and the Additional Cardholder is obliged to present additional written information on the illegal cash withdrawal and/or payment Transactions performed by the Card to relevant law enforcement bodies (or relevant foreign authority) and/or any other information and/or documents, which will help the Bank to make a decision related to the compensation of funds disposed through illegal cash withdrawal and/or payment Transactions to the Client.
- 16.8.19. The Bank will not compensate additional damage/loss which may be caused by illegal Payment and/or Cash Withdrawal Transactions.

## 17. Remote Banking Service

### 17.1. Security conditions for Remote Banking Service

17.1.1. The Bank offers Remote Banking Services to the Client, which allow the Client to carry out banking operations without appearing in the Bank using various electronic devices and/or channels. The Bank reserves the right to change and/or improve the Remote Banking Service(s) from time to time.

#### 17.1.2. **Authority:**

17.1.2.1. The Client authorizes the Bank, to accept and accordingly carry out the payment orders given by the Client to the Bank and the operations allowed by the Bank for this period, including transactions which include without limitation the execution of operations from and/or to the Client's Account and/or the Client's consent to those transactions, which have been authorized/confirmed after passing the security procedure(s) established/required/defined by the Bank.

17.1.2.2. The Bank will rely on any electronic order received from the Client via short text message and/or other access codes, e-mail and/or Digital Banking and the Bank will not be obliged to verify the identity of the sender or the authenticity of the order if the Client is authenticated in accordance with security procedures. The Client will not under any circumstances complain to the Bank for relying on such assignments. The Bank will not be responsible for unauthorized use of Remote Banking Services by third parties.

17.1.2.3. The Client acknowledges and agrees that sending/confirming an order to the Bank from the mobile phone number specified in the Application is considered by the Bank as sent from the Client, regardless of whether the said order was actually sent by the Client and/or a person authorized by him.

17.1.2.4. The Client acknowledges and agrees that sending/confirming an order to the Bank from the e-mail address specified in the Application is considered by the Bank as sent from the Client, regardless of whether the said order was actually sent by the Client and/or a person authorized by him.

17.1.2.5. The Client acknowledges and agrees that sending an order to the Bank through Digital Bank is considered by the Bank as sent by the person who passed the appropriate authentication, is authorized through the Bank's special security systems, regardless of whether the said order was actually sent by the Client and/or a person authorized by him.

17.1.2.6. In the event that several Cards are connected/linked to the Client's Account and/or several authorized owners are connected, the Bank will fulfill the Order received from any of the above, but each will be responsible for all operations and/or debts arising from such operations.

17.1.2.7. The Client acknowledges that the operation carried out through the Remote Banking Service has the same legal force as a document printed on paper confirmed (executed and signed in writing) by the person authorized to manage the Account.

17.1.2.8. The Client acknowledges and agrees that the Bank may, at its sole discretion, record any or all orders received or sent using the Remote Banking Service and retain such information in such manner and form as it deems necessary. The Client confirms that the Bank may rely on such information and use it as evidence in any dispute.

#### 17.1.3. **Security procedures and risks associated with Remote Banking Services:**

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

17.1.3.2. The Bank is entitled at any time, without prior agreement with the Client, to change and/or create additional mechanisms for Client identification both during authorization in the Digital Bank, as well as when confirming the operation in the Remote Banking Service channel and/or performing other actions determined by the Bank.

17.1.3.3. The Bank is authorized to develop a two-level authentication mechanism in the channels of Digital Bank in order to ensure the security of the Client and comply with the requirements of the legislation. The Client is obliged to access the Remote Banking Service channels and when performing operations through the Digital Bank, use the authentication methods offered by the Bank in the manner established by the Bank, including, if necessary, verify the phone number, and/or use other elements permitted to access the Digital Bank operations through the Digital bank and/or the ability to confirm transactions using Remote Banking Service Channels. Otherwise, the Client may be restricted from accessing the Remote Banking Service channels, for which the Bank will not be responsible.

17.1.3.4. The Client is obliged to immediately contact the Bank in case of loss of access codes and/or access by an unauthorized person, based on which, the Bank will take appropriate measures, including, in accordance with the Client's request, suspend the Remote Banking Service on the Client's Account.

17.1.3.5. Any technical means, which the Bank transfers to the Client 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.

17.1.3.6. The Client and the Bank are obliged to protect the confidentiality of identification information, including access codes. The Client is obliged to:

17.1.3.6.1. Safely store any information, devices (if applicable) and Access Codes required to use Digital Banking and/or Remote Banking Service Channels. The Client is restricted to disclose such information to any Third Parties;

17.1.3.6.2. Change the Access Code at the first login and to periodically change it thereafter in order to protect security and protect its (Access Code's) confidentiality;

17.1.3.6.3. Immediately notify the Bank in case of loss and/or disclosure of the Access Code and device (if any) or in case the Client suspects that another third party is in possession of the Client's Access Codes and/or other security information. In case the Client does not notify the Bank, the Client will be responsible for all operations carried out on his Account.

17.1.3.6.4. The Client is responsible for all the orders he or his authorized third persons issue to the Digital Bank from entering Digital Bank to exit. For the Client's interests the device for connecting the Remote Banking Services should not be left unattended until the Client or his authorized person is entered to the Remote Banking Service Channels.

17.1.3.6.5. Be responsible for the use of Remote Banking Services. In order to use the mentioned services, the identification data and/or electronic means and/or devices, which are used to identify the Client, will be provided to the Client in accordance with the procedures in the Bank. The Client is obliged to check the functionality of such devices or means (if any) within (seven) days after receipt.

17.1.3.7. The Client acknowledges and agrees that the transmission of information over the Internet is not encrypted and therefore secure and that the transmission of information by e-mail is not a secure form of it. Therefore, the Client acknowledges and agrees that the transmission of information in such a unsafe manner is associated with security risks, including the risk of possible penetration by third parties and/or unauthorized modification of information and/or unauthorized use in any way.

17.1.3.8. The Client acknowledges the risks associated with the exchange of information by electronic means and is therefore responsible for any loss caused by the use of such information by any third party(ies).

17.1.3.9. The Client fully understands that unsecured communication is not confidential and when giving an assignment as such, its content and documents related to/attached to the assignment can be read by third parties and changed unnoticed.

17.1.3.10. The Bank does not guarantee that unsecured e-mail sent by it or to its address will be received without interference or in a timely manner or that it will be received by the actual addressee. Although, Bank doesn't guarantee that any e-mail that indicates Bank as a sender is actually sent by the Bank. For the security measures, the Bank is entitled without prior notice to refuse to receive or process e-mails or to define additional conditions and requirements for receiving and processing said e-mails.

#### 17.1.4. **Operations and cancellation/change of Remote Banking Services:**

17.1.4.1. The Bank will fulfill the Orders received during the working day through the Remote Banking Service(s) within the deadlines established by the law and/or defined by the user. The Bank has the right to fulfill the Client's Order taking into account the time involved in its processing. In addition, the Bank will not be responsible, due to violation of the said deadline, for any loss, damage, direct or indirect expenses incurred by the Client as a result of technical means or third parties' interruption of the service.

17.1.4.2. The Client is responsible for all operations carried out through the Remote Banking Service(s) and for the payment of any debts incurred as a result of the use of such service(s). In case the Client sends an Order through the Remote Banking Service Channels, the Bank has the right to unilaterally refuse to execute an individual Order, if the balance on the Account is not sufficient to complete the said Order or the amount of the received Order exceeds the daily limit established by the Bank. The Bank may, at its own discretion, accept a request for cancellation of any operation or Order from the Client, considering that the Bank has not yet started the said operation or Order. The Bank shall not be liable for any late payment or expense (direct or indirect) that may be caused by such cancellation.

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



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

17.1.4.5. The Bank has the right to suspend, request or limit Remote Banking Services in whole or in part, if:

17.1.4.5.1. The Bank has reasonable suspicion that the Client's Access Codes are not securely stored or have been hacked by a third party;

17.1.4.5.2. The Bank has reasonable suspicion of unauthorized and/or fraudulent use of the Client's Access Codes;

17.1.4.5.3. The Bank considers it necessary to ensure the safety of the Client.

17.1.4.6. The Client is entitled to block Remote Banking Services by sending a message to the Bank through the channels specified by the Bank. The notification by the Client is considered sent after its received by the Bank.

**17.1.5. Obtaining Service and Limitation of Liability:**

17.1.5.1. The Bank takes all measures to ensure the implementation of the Service, but nevertheless, it shall not be responsible for the non-implementation of the Service, in whole or in part, for reasons beyond its control, including any suspension of the implementation of the Service, caused by updating the system or taking measures necessary for the functioning of the system of the Bank or any third party service provider under these Terms and Conditions.

17.1.5.2. The Bank shall not be liable for any loss or damage, as well as any direct or indirect costs incurred to the Client as a result of any delay or technical failure of the service by any third party.

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

17.1.5.4. In no case will the Bank be responsible for non-receiving of e-mails sent by the Bank to the Client due to the problem of the Internet Service Provider's server, bad/slow connection and/or any other reason caused by the internet service provider and/or the e-mail server and/or the Client.

17.1.5.5. The Bank will not be responsible for the delay and/or impossibility of using the Remote Banking Service channel(s) due to improper Internet connection, including if it is caused by a problem with the internet service provider.

17.1.5.6. The Bank is not responsible for the consequences caused by the failure of the computer, network or software belonging to the Client or another person, as well as by the receipt of confidential information by a third party or operations carried out using the said means.

17.1.5.7. The Bank is not responsible for mobile phone service and only the mobile phone service provider will be responsible for providing such service to the Client. The Bank is also not responsible for any dispute arising between the Client and the said mobile phone service provider.

17.1.5.8. Under no circumstances, including negligence, shall the Bank or any of its subsidiaries involved in the creation, production and management of the Client's Account Statements be liable for direct, indirect, incidental, special or consequential damages that may incur to the Client as a result of the use or not use the Remote Banking Service Channels or express or implied breach of any warranty. The Client's use or storage of any information, including without limitation Access Code(s), Account information, Account transaction history, Account balance, and any other information about the Client's Account, is the Client's responsibility and liability.

17.1.5.9. The Client agrees to indemnify the Bank against any and all liability that may arise from its misuse and declares that the Bank shall not be liable in such event for such misuse. The Client also declares to indemnify the Bank against any loss, expense, damage that may be caused by interruption and/or error in service to the Client. The Client declares that the aforementioned delay and/or misuse by the Bank is not considered a breach of confidentiality by the Bank.

**17.2. Open Banking**

17.2.1. Using the Open Banking, the Client is given the opportunity to make available information about the account(s) opened in other banking institutions, including the account balance, in the Digital Bank of the Bank, taking into account the following rules:

17.2.1.1. Access to information about accounts is allowed only on the basis of the consent expressed by the Client.

17.2.1.2. Within the Open Banking, in order to share information with the Bank about the Client's accounts in other banking institutions, the Client is obliged to give consent to the banking institution servicing the account and specify the amount of information to be shared.

17.2.1.3. In order to access information about accounts, the consent given by the Client to the Bank is valid for 90 days. If, after the expiration of this term, the Client still wants to access his/her accounts in other banking institutions through the Bank's Digital Bank, he/she must express his/her consent to this process again. At the same time, the expiration of the consent period does not lead to the termination of the processing of the already received information.

17.2.1.4. The Client has the right to refuse the consent given by him in the same form and to request the termination of information processing. In such a case, the Bank will stop processing the Client's data, therefore, the Client's accounts in other bank(s) will no longer appear in the Client's Digital Bank.

17.2.2. Within the Open Banking, Client is also entitled to make available to other payment service providers the information about Client's Account(s) and/or operations carried out in the Bank, taking into account the following rules:

17.2.2.1. In order to share information, the Client is obliged to express consent;

17.2.2.2. The right to share information can be for one time or for multiple times;

17.2.2.3. In the event that the expressed consent to share information is for multiple times, the Client also determines the permissible number of requests for information within 24 hours, within the scope of the maximum amount of requests allowed.

17.2.2.4. Each right of information sharing implies the sharing of all the information held by the Bank that is available through Open Banking and to which the Client has given consent - regardless of how many calls are technically required to obtain this information.

17.2.2.5. The number of requests is unlimited in the case when information is actively requested, that is, when the Client works directly in the provider of the third party's system, and in order to satisfy his actions, the provider needs to immediately request information from the Bank's electronic system.

17.2.2.6. Termination of information sharing on the Bank's side for any reason (including due to term expiration or the Client's action) does not mean the termination of processing and/or destruction of information already existing in the provider of the third party, and this is regulated between the Client and the provider of the third party.

17.2.2.7. Once shareable information is transferred from the Bank to a provider of the third party, the Bank loses effective control over the protection of that information in any way. Accordingly, it (the Bank) shall not be held liable for any possible damage that may be caused to anyone by the provider of the third party copying this information into its own system or the purposeful and/or non-purposeful processing of this information at subsequent stages.

**17.3. Digital Bank**

17.3.1. Digital Bank service for individuals means receiving various information by the Client through the Bank's website and/or the relevant mobile application, performing Banking operations on the Client's Account and/or performing other actions allowed for this channel, without appearing in the Bank.

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

17.3.3. In order to use the Digital Banking service, the Client must be authorized through the Access Codes registered in the proper manner and conditions and/or the unique identifiers/Access Codes and/or electronic means/devices transferred in accordance with the procedures in the Bank.

17.3.4. To access the Digital Bank, it is necessary to have a verified mobile number according to the procedures established in the Bank. The bank is authorized to suspend the client's ability to use the digital bank and/or perform specific actions in the digital bank, in the event that the client does not have a verified number in the bank and/or the client's phone number ceases to have a verified status for any reason.

17.3.5. In order to use the mobile application of Digital Banking, the Client has to activate Digital Banking user according to the rules established in the Bank and have a mobile phone (hereinafter "Phone") running on the appropriate operating system (Android, IOS and/or other operating system determined by the Bank). the application is available in the Internet stores of operating systems – (Google Play, App Store, etc.) after downloading and installing on the phone. In addition, the device of the Client may not support the operating system on which the corresponding mobile application of the Bank is adapted. The Bank will not be responsible for the delay in using the Bank's mobile application by the Client and/or the accuracy of the use due to the mentioned reason.

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

17.3.7. The Client is entitled to transfer money via the Digital Bank to another person's account opened in the Bank through the recipient's mobile phone number or personal number. To identify the person based on the mobile phone number, the Bank uses the mobile phone number recorded in the Bank, in addition, the Bank is authorized to make the money transfer service through the mobile phone number available only to the Client's Verified Number. The Bank shall not be held liable for inaccurate representation of the

recipient's data for any reason, including if the recipient has changed the phone number registered in the Bank and has not notified the Bank about this. The Client is obliged to carefully check the details of the transaction (including the recipient's initials, account number, and/or other information available as a result of entering the personal number/mobile phone number) and confirm the transfer only after being sure of their correctness. The Client is responsible for any consequences due to the transfer of funds in accordance with the parameters specified by the Client. Tariffs and limits for the use of the mentioned service are given in the relevant Annex.

17.3.8. The Client is entitled to carry out only those transactions or use the services specified by the Bank and which may be unilaterally changed from time to time by the Bank.  
17.3.9. The Client understands and agrees that the Bank has the right to post a binding written statement (disclaimer) in electronic form at the place of posting and delivery of information at any time.

17.3.10. If the Client does not use the Digital Bank within the period established by the Bank and does not pass the authentication, the Bank will be entitled to suspend the Client's Digital Banking services. The service will be restored according to the procedure established by the Bank.

#### 17.4. **Sms Bank**

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

17.4.2. MS Bank is automatically activated on all existing and/or future Accounts of the Client, unless otherwise specified in the application filled out by the Client.

17.4.3. If desired by the Client, SMS Bank can be activated for either a specific Account or a particular bank transaction.

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

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

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

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

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

#### 17.5. **Mail Banking**

17.5.1. The Bank offers the Client a Mail Banking Service (hereinafter – Mail Bank) which enables the Client to carry out Transactions and receive account balance-related information upon authentication via Security Procedure established by the Bank, for the e-mail(s) indicated by the Client in the Application.

17.5.2. Only Clients who have the appropriate Tariff Package specified by the Bank are entitled to use Mail Bank.

17.5.3. The Bank reserves the right to refuse any client the use of Mail Banking at its sole discretion. The Client may activate the Mail Bank in accordance with the procedures established by the Bank.

17.5.4. In order to use Mail Bank, the Client must have a valid Mail address ("verified e-mail") and mobile phone number (verified number) that he/she confirms to be his/her own in an Application submitted to the Bank, in the absence of such, to verify the mobile phone number and Mail address in accordance with the procedure established by the Bank. Unless the Client informs the Bank about any changes to the e-mail address and/or mobile phone number provided, any Order and/or request and/or information sent to/received from the e-mail and/or mobile phone number indicated in the Application form shall be deemed as sent to/received by the Client.

17.5.5. To confirm transactions through Mail Bank, the Client is obliged to use the additional confirmation mechanisms defined by the Bank, if any (e.g. confirmation with a code word, a code sent to a verified number...), in accordance with the permissible amounts defined by the Bank. The Client acknowledges that the Bank has the right to add or limit the methods of confirmation of Operations through Mail Bank at its own discretion.

17.5.6. Using Mail Bank the Client may perform the Operations specified by the Bank. The Client acknowledges and agrees that the Bank has the right, at its own discretion, to limit and/or add Operations/transactions and their limits allowed to be performed through Mail Bank.

17.5.7. The Client is aware that when initiating/confirming the Operation through Mail Bank, the Operation will be performed by the Bank according to its working hours.

17.5.8. The Client is aware and agrees that within the framework of the Mail Banking service, it is possible to express consent to/confirm certain banking Operations, instructions and/or agreements and to accept the document (including the transaction(s)) offered by the Bank in the process of providing banking service, using verified email in accordance with the rules established by the Bank, accordingly, Confirmation of a document (including a contract, instruction, transaction and/or any other document) by verified e-mail has the equal legal force to Client's signature on a material document and confirms the validity of Client's will.

17.5.9. The Client is obliged to maintain the confidentiality of any type of access codes, code words, codes received on a Verified Number, data of access to Verified e-mail and other information that may be used by Third Parties for using Mail Bank and use all means to prevent Third Parties from gaining illegal access to said data.

17.5.10. The Bank is entitled to consider the Operation which is confirmed using the methods established by the Bank as initiated/confirmed operation by the Client and execute it. Accordingly, the Bank is not responsible, and the Client assumes all responsibility, for the results of any Operation performed through Mail Bank, including but not limited to any damages incurred in case of illegal access to Mail Bank by Third Parties.

17.5.11. In case of deactivation of e-mail and/or suspension/cancellation of the verified status for any reason, the Mail Bank will be canceled for the Client.

17.5.12. In the event that the Client verifies a new e-mail address, the Bank is authorized to use the new verified e-mail automatically, without the Client's Application, during the Mail Bank service process.

17.5.13. The Client may cancel Mail Bank in accordance with the procedures established by the Bank.

#### 17.6. **Card Transfers made by Digital Bank**

17.6.1. Card Transfers enable the Client to initiate a Card Transfer and/or receive money on a Bank Card through Digital Banking. To make a Card Transfer, the Client uses the 16-digit Card number and other data entered on the Card in accordance with the type of Card Transfer.

17.6.2. Card Transfer can be initiated both on the Client's Bank Card and on a third party's bank card.

17.6.3. When making Card Transfers, the Client has the right to specify any bank card (either in his own name or another third party's bank card) issued by any bank in Georgia as the recipient. It is not allowed to use this service on foreign cards.

17.6.4. Through the Bank's Digital Bank, the Client has the opportunity to transfer money from another bank card issued by any bank in Georgia, in addition to the Bank's Card(s).

17.6.5. Card Transfers are allowed in national currency.

17.6.6. Limits and tariffs for Card Transfers are defined in accordance with the relevant Annex.

17.6.7. The Client has the right to add no more than 5 (five) cards issued by any bank in Georgia to the "My Cards" section of the Digital Bank in accordance with the procedure established by the Bank. Card Transfers made to cards added in the "My Cards" section are subject to different limits and fees, which are defined in accordance with the Appendix. The quantitative limit of cards does not apply to Cards issued by the Bank.

### 18. **Digital Wallet Service**

#### 18.1. **Digital Wallet Service General Terms**

18.1.1. The Client is authorized to add the Card to Google Pay and/or Apple Pay Digital Wallet to perform the Transactions via the Device.

18.1.2. After adding the Card to the Device, the Client will be able to consent the Transaction via the Device, without using physical Card.

18.1.3. Before adding the Card to the Device and using Digital Wallet, the Client is obliged to carefully read the present Terms and Conditions and fully and properly perform it during the entire period of using Digital Wallet.

18.1.4. In any case, by adding the Card to the Device and/or Digital Wallet, the Client and and/or Additional Cardholder agree to the present Terms and Conditions.

18.1.5. By adding the Card and/or Additional Card to the Device, the Client/Additional Cardholder thereby agree to the terms and conditions of Google Pay and/or Apple Pay respectively.

18.1.6. The Digital Wallet service is only available for Visa and MasterCard Cards; however, the service is not accessible for Visa Electron, Maestro and Business type Cards. In order to add the Card to the Digital Wallet, the Client is authorized to apply to the Bank with a request to replace Visa Electron and Maestro Cards.



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- 18.1.7. The proper functioning of the Digital Wallet is ensured by Google and/or Apple respectively. The Bank's participation is limited by providing information to the Digital Wallet service provider, in order to enable Bank Cardholders to use Digital Wallet service.
- 18.1.8. The Bank is not responsible for the functioning and/or accessibility of the Digital Wallet and/or operating of the device if it is not related to the malfunction of the Bank's system.
- 18.1.9. Unless any provision of the Terms and Conditions define otherwise, terms prescribed for physical Cards fully apply to the Cards added to the Device.

**18.2. Data collection when using the e-wallet**

- 18.2.1. The Bank is authorized to collect information related to the device (including details about the used application, device model, operating system, etc.) for the purpose of:
- 18.2.1.1. To ensure proper use of the card/additional card;
- 18.2.1.2. To prevent personal data theft/fraud;
- 18.2.1.3. To provide high-quality service to the client/additional cardholder;
- 18.2.1.4. To provide the Client/Additional Cardholder with information on services that may be of interest to them;
- 18.2.2. The Bank is authorized to exchange information (including personal/contact data of the Client/additional cardholder) with Google/Apple in order to ensure:
- 18.2.2.1. Enable/add a bank card/additional card to the electronic wallet;
- 18.2.2.2. Provide high-quality services to the Client/Additional Cardholder;
- 18.2.2.3. Google and/or Apple improvement of bank card/additional card usage service and improvement of e-wallet service in general;
- 18.2.2.4. Detection of persons caught in fraud and/or security breach;
- 18.2.3. In the event that the Client/Additional Cardholder finds it unacceptable to use his/her data in the above manner, he/she should refuse to include/add to the electronic wallet.
- 18.2.4. These terms and conditions and the Bank's security and data protection policy/policies posted on the Bank's website [www.libertybank.ge](http://www.libertybank.ge) also include the terms of the Bank's processing of Client/Additional Cardholder data (including Personal Data). In turn, Google/Apple independently establishes the rules for using the Cardholder's data.

**18.3. Terms and Condition of Adding the Card in the Device**

- 18.3.1. The Client is authorized to add his/her Card and the Additional Cardholder is authorized to add his/her Card to the Device, provided that:
- 18.3.1.1. The Client and/or the Additional Cardholder is identified according to the rules established by the Bank and/or relevant Digital Wallet service provider;
- 18.3.1.2. The Bank does not set rules for the relevant Card and/or Account that restricts addition of the Card to the Device.
- 18.3.2. Adding the Card/Additional Card to the Digital Wallet and/or deleting the Card from the Wallet can be carried out by the Client or Additional Cardholder, according to the rules of the Digital Wallet service provider and the present Terms and Conditions.
- 18.3.3. The Client may be required to go through the additional verification process while adding the Card to the Device for the purposes of using the Digital Wallet service. The verification may be carried out by one time code that is sent to the Client's mobile phone number registered in the Bank or by going through the identification process via the Bank's call-centre. The Client authorizes the Bank to contact to the Client via mobile phone and/or communicate in other way for Client verification and/or for reminding about the unfinished verification.
- 18.3.4. After the Client/Additional Cardholder adds the Card/Additional Card to the Digital Wallet he/she shall be authorized to perform permitted Transactions by using the Card via Digital Wallet. Payments by the Card/Additional Card added to the Digital Wallet can be performed: (a) by placing the Device on contactless payment terminals or through applications and websites where the Google Pay and/or Apple Pay sign is displayed. The Client may be required to authenticate in accordance with the rules set by the relevant Digital Wallet provider and the Bank before completing Card payment process via the Digital Wallet.
- 18.3.5. It is possible to add several Cards to the Digital Wallet, as well as to add one Card to several Devices, while the number of Cards may be limited. Information about limitations can be obtained by calling the Bank's call-center at the number: +995 32 255 55 00 or by visiting any branch of the Bank.
- 18.3.6. The Bank is entitled to offer promotion(s)/benefit(s) to the Client at its discretion for the purposes of fully and efficiently using Digital Wallet service.
- 18.3.7. Information and instructions for using the Digital Wallet service are available on the Bank's website at [www.libertybank.ge](http://www.libertybank.ge)

**18.4. Security and Liability**

- 18.4.1. The Client is aware that any person that has access to the Device, will be able to use the Card/Additional Card added to the Digital Wallet.
- 18.4.2. After adding the Card/Additional Card to the Digital Wallet, the Client is obliged to ensure that:
- 18.4.2.1. The Device is only available to the Cardholder;
- 18.4.2.2. The authentication methods are used for the access to the Device;
- 18.4.2.3. The Digital Wallet is only accessible to the Cardholder;
- 18.4.2.4. The passcode of the Device is saved with the same security standards as the Access Codes, including:
- 18.4.2.4.1. Do not disclose it to the third parties;
- 18.4.2.4.2. Do not save it in a manner that makes it accessible to the third parties;
- 18.4.2.4.3. Do not use easily detectable or predictable passcode, e.g. the Client's name, date of birth, etc.
- 18.4.2.4.4. Do not act recklessly/negligently while saving passcode;
- 18.4.2.5. The security of the Device is protected, including the Device is not left unattended at the place/condition accessible to the third parties;
- 18.4.2.6. The Device is not left unlocked;
- 18.4.2.7. The latest version of antivirus is installed on the Device;
- 18.4.2.8. The Device is not transferred to the third parties and/or is not available to them in any other manner;
- 18.4.2.9. In case Device is transferred to the third party for partial or permanent use, the Card/Additional Card is deleted from the system;
- 18.4.3. If the Client uses third party fingerprint and/or face recognition system to unlock the Device, or discloses the Device passcode to the third parties, or transfers the Device to the third parties, this equals to authorizing the third parties to use the Card/Additional Card added to the Digital Wallet. This implies that the Transaction initiated by the respective third party shall be deemed authorized and rules/procedures established for the unauthorized transactions shall not apply to such Transaction. Abovementioned actions of the Cardholder/Additional Cardholder may cause significant harm to the Account holder;
- 18.4.4. If third party fingerprint and/or face recognition system is registered on the Device of the Cardholder/Additional Cardholder, it has to be deleted immediately. If the Client considers that the Device passcode is known to the third parties, he/she should ensure to change the passcode without unnecessary delay. The Client/Additional Cardholder is authorized to remove the Card from the Digital Wallet or suspend its operation at any time. It has to be noted that the Client will not be able to remove the Additional Card from the Digital Wallet or suspend it, but he/she is entitled to apply to the Bank and request blocking the Additional Card;
- 18.4.5. The Client/Additional Cardholder is obliged to immediately notify the Bank, if:
- 18.4.5.1. His/her Device is lost or stolen;
- 18.4.5.2. There is a temporary interruption in the Device service, which might be an indication of the data porting;
- 18.4.5.3. He/she suspects that the Device has been used unlawfully or unauthorized person has obtained access to the Card Access Codes;
- 18.4.6. Upon the information provided by the Client, the Bank will ensure the suspension of the Card/Additional Card and will help the Client/Additional Cardholder to protect himself/herself from unauthorized use of accounts.
- 18.4.7. Any reference in the Terms and Conditions to the protection of the security of the Card/Additional Card also implies reference to the security of the Digital Wallet and the Device;
- 18.4.8. Any reference in the Terms and Conditions to the Access Codes also implies reference to the authentication methods of Digital Wallets;
- 18.4.9. Any reference in the Terms and Conditions to the lost/stolen Cards also implies reference to the stealing/loose of the Device;

**18.5. Costs and Fees**

- 18.5.1. Fees and costs of the Transactions performed from the Account is defined by the Account Terms and Conditions. The Bank does not set additional fee for adding the Card to the Digital Wallet and using the Digital Wallet. While using Digital Wallet, the Client may be charged additional costs by mobile operator or other third parties for which the Bank is not responsible.

**18.6. Suspension or Termination of Using Digital Wallet**

18.6.1. The Bank is authorized to block the Card/Additional Card added to the Digital Wallet, suspend the Card/Additional Card issued by the Bank added in the Digital Wallet and/or terminate the possibility of adding the Card in the Digital Wallet, in case:

- 18.6.1.1. the bank has reasonable suspicion of fraud;
- 18.6.1.2. the relevant Card/Additional Card has been blocked, suspended and/or canceled;
- 18.6.1.3. the Terms and Conditions related to the respective Card has been violated;
- 18.6.1.4. such request is received by Google, Apple and/or International Payment System;
- 18.6.1.5. the agreement concluded between the Bank and Google/Apple has been suspended;
- 18.6.1.6. the bases defined by the law are in place;

**19. Personal Banking****19.1. Personal Banking Service General Terms**

19.1.1. The Bank's personal banking service represents the banking service tailored to the Client's individual needs.

19.1.2. Activation of the personal banking service is available by submitting the Application and purchasing relevant tariff package. For the avoidance of doubts, submitting the Application by the Client and purchasing the relevant Tariff Package does not automatically imply activation of the personal banking service. The Bank is authorized to refuse providing personal banking service to the Client without giving any reasoning.

19.1.3. The Client selects the desirable Tariff Package from suggested Tariff Packages. In addition, the Bank is entitled to determine itself the Tariff Package offered to a specific Client, which may include all the Tariff Packages included in the present Terms and Conditions, as well as one or more specific Tariff Packages, at the discretion of the Bank.

19.1.4. The Bank is entitled to offering the Client a test package (so-called trial) at its sole discretion with the terms and conditions set forth by the Bank. After the expiration of the term defined for the test package, the service fee shall be determined in accordance with the tariffs specified for the standard package in Personal Banking Service Annex to the present Terms and Conditions.

19.1.5. Throughout Personal Banking Services, the Client has the opportunity to use the services of a personal banker, which means the use of banking products/services with the help of a personal assistant in the process.

19.1.6. The Bank is entitled to offer the Client favorable terms and/or rates for its other banking services. Details of special favorable conditions and/or rates are determined in accordance with the service fees and/or other annex(es) to these Terms and Conditions.

19.1.7. Within the framework of Personal Banking services, the client has the opportunity to use the additional services specified in this article;

**19.2. Accrual to the Account**

19.2.1. The Bank is entitled to accrue interest on the amount placed in the Client's Account at the end of each calendar day.

19.2.2. The Bank credits the interest accrued to the Client's Account at the end of each calendar month;

19.2.3. Interest is accrued to the Account on 365 calendar days per year in accordance with service rates.

**19.3. Priority Pass**

19.3.1. To the Clients who travel frequently, the Bank offers Priority Pass Card, a non-banking card of the Administrator which enables the Client to use Priority Pass services provided by the Administrator. Priority Pass allows its members and their guests an access to the VIP waiting lounges at airports around the world in exchange for a standard fee per visitor, which will be deducted from the Client's Account later on. The Client may receive complete and exhaustive information about Priority Pass Card service, including eligibility requirements for the use of VIP waiting lounge at any specific airport at the Priority Pass's official website ([www.prioritypass.com](http://www.prioritypass.com)). Note that in order to access the Priority Pass website, one must undergo registration.

19.3.2. Information about availability of airport VIP waiting lounges, their working hours and services offered to Priority Pass holders (as specified in Priority Pass booklets and on the official website) is subject to administrative procedures of specific airport lounge operators and may change without prior notice. The Client may access any and all information updates on Priority Pass official website and the Bank shall not be responsible for the accuracy of such information.

19.3.3. Priority Pass Card is not a debit or credit card and does not present the proof of the Client's creditworthiness.

19.3.4. Priority Pass card is an individual membership card which is issued to every member of the Priority Pass. The Client may not pass the Priority Pass card to any other person, nor may any other person use the Client's Priority Pass card.

19.3.5. The Client is obliged to always follow to the present Terms and Conditions, as well as general rules for using Priority Pass card, available at Priority Pass Group's website, [www.prioritypass.com](http://www.prioritypass.com).

19.3.6. Priority Pass card is the property of the Administrator and the Client must return the card to the Bank immediately upon request, should the use of the card come in contradiction with any of the clauses of Terms and Conditions.

19.3.7. The Client may not use the Priority Pass card:

19.3.7.1. For purposes deemed illegal by the laws of Georgia and/or laws of other countries; and

19.3.7.2. Prior to its validity, or after its expiration, also after receipt of notification that the Client's Priority Pass card has been cancelled.

19.3.8. In order to enter a lounge, the Client must present the Priority Pass card.

19.3.9. The fees for making use of the airport waiting lounges are applied on the basis of one person – one visit principle, which implies that each visitor shall be charged individually. Visits to the airport's waiting lounge are registered onsite by the staff of the lounge operator when the Client presents his/her Priority Pass card. The Client shall pay the lounge usage fee for himself/herself and all his/her guests, such fee shall be deducted from the Client's Account.

19.3.10. The Bank has no control over the Priority Pass merchants and therefore, cannot be held responsible for the quality of service provided by Priority Pass provides or the eligibility to use of Priority Pass card.

19.3.11. Should the Client believe that his/her Priority Pass card is lost or stolen, the Client shall immediately alert the Bank. The Bank will provide the Client with a new card, with a new identification code (14-digit number) or replace a damaged one once the Client pays the cost of the new card.

19.3.12. The Client will be liable to pay for using the airport waiting lounge fees billed before the Bank's receipt of the notification about the lost or stolen Priority Pass.

**19.4. VISA Concierge Service**

19.4.1. The Clients who hold Visa Infinite Cards are offered VISA Concierge service which represents 24-hour personal assistance service tailored to the individual needs of the Clients.

19.4.2. VISA Concierge Service is provided by the Partner in accordance with the terms and conditions set forth by it (Partner) and/or VISA and may at any time be modified at sole discretion of Partner and/or VISA respectively. In order to use VISA Concierge Service the Client shall read and agree (if necessary) to the terms and conditions defined by the Partner and/or VISA, including the Privacy Policies and any changes thereto. The Bank shall in no case be responsible for the terms and conditions defined by the Partner and/or VISA and any amendments made thereto;

**19.4.3. Client's consent to international data transfer for the purposes of providing VISA Concierge Services**

19.4.3.1. The Client authorizes the Bank to transfer his/her Personal Data to the Partner, to the extent necessary to communicate with the Client by using communication channels (including Viber) and to provide VISA Concierge Service. The Client also understands and agrees that, taking into account the service requested by him/her, the provision of VISA Concierge Services may require the transfer of his/her personal data and its further processing outside of Georgia, both by organization(s) established/operating in EU as well as by those based/operating in a country that does not belong to the economic zone of the European Union and/or does not represent a country with adequate safeguards for personal data protection defined by the relevant normative act of the head of the personal data protection service of Georgia/its successor and/or to which no permission from the head of the personal data protection service of Georgia/its successor is granted on transferring such data (including USA, Turkey). 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 absence of local supervisory 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.

19.4.4. In order to receive VISA Concierge Service the Client shall undergo authorization through the address provided by the Bank and select the communication channel through which he/she will receive VISA Concierge Services.

19.4.5. The Client may transfer the right to use VISA Concierge Service to third party(ies). In such case, the Client shall transfer third party(ies) Personal Data to the Bank to the extent necessary to activate VISA Concierge Service and shall obtain consent from the data subjects for the processing of their Personal Data by the Bank, including for transferring data to the Partner.

19.4.6. Provision of VISA Concierge Service can be terminated at the request of the Client, by blocking the Visa Infinite Card, upon expiration of the Visa Infinite Card or based on any other grounds defined by the Bank.

19.4.7. VISA Concierge Service is free of charge. For the avoidance of any doubt, in case the Client purchases any product/service by using VISA Concierge Service, the costs related to such purchase shall be covered by the Client.

19.4.8. The Bank has no control over the product(s)/service(s) purchased as a result of using VISA Concierge Service and therefore, cannot be held responsible for the quality of such product(s)/service(s).

19.4.9. Any request/claim of the Client related to VISA Concierge Service shall be submitted directly to the Partner. The Bank shall not be liable for the Partner's non-performance or improper performance of the VISA Concierge Service.

19.4.10. The Client acknowledges that any person who has access to the Client's communication channel used to receive VISA Concierge Services can use VISA Concierge Services on behalf of the Client. To prevent this, the Client shall keep the access codes to the relevant communication channel(s) secure. The Bank shall not be liable for any consequences arising from the use of VISA Concierge Services by a third party on behalf of the Client.

## 20. Studio Segment Service

### 20.1. *Basic Terms of Service for the Studio Segment*

20.1.1. The Studio Segment Service is a banking service tailored to the individual interests of the Client, within which the Client is provided with consultation and service regarding any retail banking or insurance products.

20.1.2. A Client who complies with the procedures and requirements established by the Bank and who is not a recipient of Personal Banking Services, as defined in these Terms and Conditions, has the right to use the Studio Segment services.

20.1.3. The Studio Segment service can be activated by the Client by filling out an Application and purchasing the relevant Tariff Package. For the avoidance of doubt, submitting an Application and purchasing a Package does not automatically imply activation of the Studio Segment Service. The Bank is entitled to refuse the Client the use of the Studio Segment Service without providing any justification.

20.1.4. The Client shall submit an application to purchase a Studio Segment Service Package in accordance with the rules established by the Bank. The Application may be submitted through Remote Banking Service channels specified by the Bank and/or by visiting specific units designated by the Bank. Depending on the type of Tariff Package, the Bank is authorized to determine whether the Client's visit to specific units is necessary for submitting the Application and purchasing the Tariff Package.

20.1.5. In accordance with the terms of a specific Tariff Package purchased within the framework of the Studio Segment Service, the Client has the option to use the services of a Studio Banker, which involves the assistance of a personal assistant in the process of using banking products/services, or to receive the Studio Segment service without the involvement of a Studio Banker.

20.1.6. The Client understands that the Tariff Package purchased for the purpose of receiving the Studio Segment service determines the products and services that the Studio Segment Client will receive immediately upon purchasing the Tariff Package. Accordingly, if the Client, prior to purchasing the aforementioned Tariff Package, used product(s) or service(s) included in another Tariff Package of the Bank that are not included in the new Tariff Package selected by the Client for the Studio Segment, the product(s) and service(s) from the Client's original Tariff Package will be canceled and replaced with the product(s) and service(s) established by the Studio Segment Tariff Package purchased by the Client.

20.1.7. If the Client is already using services or products included in the Studio Segment tariff package purchased, the terms and tariffs provided in the new Package will apply to these services and products.

## 21. Foreign Exchange Service

### 21.1. *Terms of Foreign Exchange Service:*

21.1.1. According to the terms of the present Agreement, the Bank will provide the Client with intermediate foreign exchange service on single or multiple foreign exchange market, based on his/her order which means buying/selling the currency allowed by the Bank on the basis of the foreign exchange transaction concluded between the Bank and the Client. In addition, the Client is entitled to enter into a transaction with the Bank as a counterparty, in which case the Bank acts as a principal trader in the relationship with the Client, or to instruct the Bank to conclude a transaction on the market (including on the B-match platform), in which case the Bank acts as an agent trader in the relationship with the Client.

21.1.2. The Client undertakes to pay the Bank fees prescribed under the present Terms and Conditions (if any) for provided service.

21.1.3. 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 agreed between the Parties in advance.

21.1.4. 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.

21.1.5. 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.

21.1.6. 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 of 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.

21.1.7. 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.

21.1.8. In case several identical assignments 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 assignment (according to the first come first served principle).

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

21.1.9.1. 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 of the transaction day.

21.1.9.2. The Bank is authorized to require from the Client and in case of request the Client is obliged 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 previous day of the conclusion of the transaction.

21.1.10. 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.

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

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

21.1.13. 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.

21.1.14. 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 assignment has not yet been executed and only with the consent of the Bank.

21.1.15. When dealing with a Client in the role of an agent, the Client is exposed to the risk that his/her 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.

## 21.2. Trading using the Bloomberg trading system

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

21.2.2. In order to enter into the transaction, the Client is obliged to grant to the Bank the status of counterparty.

21.2.3. The transactions can be concluded through trading system at every Working Day and there is no time limit for its conclusion.

21.2.4. 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.

21.2.5. 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.

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

21.2.7. In case the Client fails to make settlement on the transaction settlement day, the settlement is made on the next Working Day. In case the settlement is not made on the next Working 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.

21.2.8. 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 is 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.

21.2.9. 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 interest is 5 percent point added to the refinancing rate established in the country of the relevant currency.

21.2.10. The Bank is entitled to deduct (including in the way of conversing) penalty 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) Working Days from the transaction settlement day.

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

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

## 21.3. Performing Foreign Exchange transaction on B-match platform

21.3.1. 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.

21.3.2. 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 Client'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.

21.3.3. The Bank is authorized to define for the Client limits or minimal threshold for trading on B-match platform.

21.3.4. 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.

21.3.5. 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.

21.3.6. 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.

21.3.7. 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.

21.3.8. The Client is obliged to pay fixed commission fee for submitting the application and settlement fee according to the amount defined in the relevant Annex 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.

21.3.9. 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 transfer the relevant amount to the Bank.

## 21.4. Additional terms of trading

21.4.1. 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.

21.4.2. The Bank is entitled not to accept incorrectly completed or untimely submitted instructions/applications from the Client.

21.4.3. In order to ensure full and proper performance 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:

21.4.3.1. Block and debit all payables (including unambiguously any kind of service fee), taxes/payables 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;

21.4.3.2. 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;

21.4.3.3. 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.

21.4.4. 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).

21.4.5. The amount received as a transaction collateral will be refunded to the Client only after making settlement according to the Instruction/Application.

21.4.6. 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.

21.4.7. The Client Acknowledges and agrees that in case the Client communicates with the Bank via telephone, including for the purposes of submitting, amending and/or cancelling the Instruction/Application, the Bank is authorized to record any communication related to the foreign exchange transactions and store it for the period defined by the Legislation, required by the regulator and/or is necessary for the data processing purposes.



**21.5. Foreign Exchange Service Fee**

21.5.1. The Foreign Exchange Service fees/tariffs that is to be paid by the Client is determined in accordance with the relevant Annex 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.

21.5.2. 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 transaction, 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 authorized to offer the Client different tariffs for the same and/or similar Foreign Exchange transaction.

21.5.3. Unless otherwise defined by the Terms and Conditions, service fee will be deducted by the Bank from the Client's Account without the Client's consent.

21.5.4. 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.

21.5.5. 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.

21.5.6. The Bank is authorized to impose additional fee on the Client for cancellation of Foreign Exchange transaction Instruction/Application.

21.5.7. 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 markup will be provided to the Client prior to execution particular Foreign Exchange transaction at the time of receiving the Instruction/Application.

21.5.8. 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.

21.5.9. 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.

21.5.10. The Bank is authorized to determine the order of repayment of the debt owed by the Client to the Bank in any specific case.

**22. Receiving and use of Agro Subsidy**

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

22.2. The beneficiary is entitled to activate Agro subsidy of his/her own and/or attributed by the relevant authority on the Agro Account and to spend it (Agro Subsidy) through the Agro Card by applying to the Bank with the appropriate Application.

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

22.4. The list of the Bank's Partner Merchants, in whose network it is possible to spend/use the Agro Subsidy, is defined on the Bank's website - Myliberty.ge and/or in other channels defined by the Bank. The list of Partner Merchants may change at any time. The Beneficiary is obliged to verify the list of Partner Merchants on the Bank's website - Myliberty.ge.

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

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

**23. Standing Order**

23.1. In the case the Client requests Standing Order service prescribed in the Agreement, the Bank is entitled to debit predetermined amounts from the Client's Account without the Client's further consent and transfer it to account(s) defined in the Application on predetermined dates.

23.2. The Standing Order service will be activated to the Client after submitting the Application, in accordance with the details specified in the Application.

23.3. The execution of Client's Standing Order depends on the availability of sufficient funds in the Client's Account(s) specified in the completed Application.

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

23.5. The Client is entitled to:

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

23.5.2. Refuse to use the service.

23.6. The Bank is authorized to:

23.6.1. not execute a Standing Order in case of insufficient funds on the Client's Account;

23.6.2. not fulfill a Standing Order in the cases defined by the Legislation, as well as in case the Client's has financial liability before the Bank;

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

23.6.4. determine transfer priorities.

23.6.5. not transfer amount in cases envisaged by the Legislation, as well as in case the Client has financial obligation before the Bank.

23.7. The Client is obliged to:

23.7.1. Have balance sufficient to perform the Standing Order on the Account.

23.7.2. Pay the service fee in accordance with the applicable tariffs at the time of the transfer.

**24. Standing order for the beneficiaries of the Social Security**

24.1. The Bank shall automatically transfer the Social Benefit credited to the Client's Social Account to the Client's accumulative deposit maintained in the Bank, to the Client's personal account opened in the Bank and/or in another banking institution operating in Georgia at the Client's request.

24.2. Standing order can be activated by an adult Client receiving Social Benefit. It is not allowed to activate the standing order via power of attorney.

24.3. The Bank reserves the right to use the amount credited to the Client's Account before the transfer is made to fully cover, reduce, and/or fulfill the Client's current liabilities before the Bank and to comply with the requirements established by the Legislation.

24.4. The Client is authorized to:

24.4.1. submit an application related to the activation of standing order at any of the branch, service center and/or mobile service units of the Bank;

24.4.2. determine the periodicity/frequency of automatic task execution once or once a month;

24.4.3. choose the amount to be transferred to the accumulative deposit maintained in the Bank, to the account opened in the Bank and/or to another banking institution operating in Georgia;

24.5. The Client is obliged to provide details of the bank account opened in his/her name in case of transferring money to another bank;

24.6. The transfer of money to the Client's personal account opened in the Bank and/or other banking institution operating in Georgia must be timed and its validity must not exceed 6 (six) consecutive months, and in the case of transfer of money to the accumulative deposit maintained in the Bank, it must not exceed 11 (eleven) months.

- 24.7. Activating and using of standing order service is free of charge. The Client pays the commission of money transfer in accordance with the established tariff for transfers from the Social Account (if any);
- 24.8. In case of insufficient funds on the Client's Social Account by the date of execution of the standing order, the Bank will attempt to automatically transfer the amount of the Social Benefit to the accumulative deposit maintained in the Bank, to the Client's personal account opened in the Bank and/or in another banking institution operating in Georgia for 10 (ten) calendar days.
- 24.9. The standing order will be canceled after the Client submits an Application for canceling the standing order at any branch, service center and mobile service units of the Bank;
- 24.10. At the request of the Social Service Agency, the Bank is authorized to provide it with information about the standing order activated in accordance with this article, including, without limitation, the dates of activation and termination of the order, the validity period, the recipient's bank details, the transfer amount and/or any other information requested by the Social Service Agency.

## 25. Direct Debit

- 25.1. The Direct Debit service implies the transfer of service fees from the Client's Account without the Client's further consent, based on the information specified in the Client's Application for Direct Debit and the verification of the Client's debt.
- 25.2. The Direct Debit service will be activated to the Client after submitting the Application, in accordance with the details specified in the Application.
- 25.3. The performance of Direct Debit depends on the availability of sufficient funds in the Client's Account(s) specified in the Direct Debit Application.
- 25.4. The Parties agree that the electronic payment documents created by the Bank for Direct Debit have the same legal force as the paper document printed on paper and confirmed by the signature of the person authorized to dispose the Account.
- 25.5. The Client is entitled to:
- 25.5.1. Make appropriate changes to the data recorded in the initial Application.
- 25.5.2. Refuse to use the service.
- 25.5.3. Define periodicity of payment and set maximum limit (if desired).
- 25.6. The Bank is authorized to:
- 25.6.1. not perform Direct Debit in case of insufficient funds on the Client's Account;
- 25.6.2. perform an automatic payment on the calendar day indicated by the Client in the Application in the sufficient amount is available on the Client's Account, except when the said date coincides with a non-working day established by the Legislation - in such case, the Direct Debit operation will be performed on the next working day. In the event that the Client's Direct Debit involves the transfer of money to another financial institution, the Bank is not responsible for the time it may take for the receiving financial institution to reflect the transferred money on the recipient's/beneficiary's account.
- 25.6.3. not perform Direct Debit in the cases defined by the Legislation, as well as in case the Client has financial obligation before the Bank
- 25.6.4. determine transfer priorities.
- 25.7. The Client is obliged to:
- 25.7.1. Always have balance sufficient for performance Direct Debit on the Universal Account.
- 25.7.2. Pay the service fee in accordance with the applicable tariffs at the Bank at the time of the transfer.

## 26. Incentive programs and/or promotions

- 26.1. The Bank is entitled, at its discretion, to offer the Client to participate in the Bank's incentive programs and/or promotions (if any), within the framework of which the Client will be given the opportunity to receive various benefits determined by the Bank in the process of using banking services.
- 26.2. In the event that the Client does not opt out in writing in advance, the Client will be deemed to agree and confirm the Bank's authority to disclose this information and the Client's personal data through various channels, including social media, in the event of winning the incentive program and/or promotion, at the Bank's discretion.

## 27. VISA Direct and MasterCard MoneySend Card Transfers

- 27.1. The Client is responsible for all the orders he/she/it gives to the Bank when using VISA Direct or MasterCard MoneySend Card transfer. This implies responsibility for any error made during filling and/or for orders made by a third party.
- 27.2. The rules for using and security of the Bank Card intended for making VISA Direct or MasterCard MoneySend Card transfers by the Client, are defined in accordance with Article **Error! Reference source not found.** of these Terms and Conditions.
- 27.3. The Client should not use the VISA Direct or MasterCard MoneySend Card transfer service without the Bank's prior approval, if this results in overlimit on the Account;
- 27.4. The Client will be responsible for any transaction he/she performs as a result of using a VISA Direct or MasterCard MoneySend Card transfer.
- 27.5. The Bank will take all measures to provide the Client with VISA Direct or MasterCard MoneySend Card transfers service, but the Bank will not be responsible in case of failure to provide the Client with the said service due to reasons beyond the Bank's control, including, without any limitation, cases where there is a service interruption of the Bank system or VISA Direct or MasterCard MoneySend Card transfers, system update and/or improvement, as well as service interruption due to the bank servicing the receiving card.
- 27.6. To protect the Client's and/or its own interests, the Bank may suspend or limit the Client's use of VISA Direct or MasterCard MoneySend Card transfers in whole or in part. When performing such an action, the Bank will send a notification to the Client as soon as possible. The Bank can also at any time completely or partially terminate the service of VISA Direct or MasterCard MoneySend Card transfers to the Client.
- 27.7. The Client authorizes the Bank to execute all electronic instructions/orders issued by the Client (as reflected by the Bank) through the VISA Direct or MasterCard MoneySend Card transfers service.
- 27.8. The following shall not be considered a breach of the Agreement by the Bank and it shall not be held liable for the resulting outcome when:
- 27.8.1. VISA Direct or MasterCard MoneySend Card transfer service (or its part) cannot be implemented due to reasons independent of the Bank;
- 27.8.2. Client's security details (in particular, Access Codes) have been used in an unauthorized manner;
- 27.8.3. The Bank has not received the order(s) sent by the Client.
- 27.9. In order to use VISA Direct or MasterCard MoneySend Card transfers, the Client may additionally be charged a service fee for VISA Direct or MasterCard MoneySend Card transfers made through the channel of another financial institution, the amount and limit(s) of which are determined in each specific case by the servicing financial institution.

## 28. Loyalty program

### 28.1. Participation in the Loyalty Program

- 28.1.1. In accordance with the current Conditions and as per the rules set forth by the Bank, Client is entitled to enroll in the Bank's Loyalty Program and avail themselves of the incentives/benefits provided within the scope of the respective Loyalty Program
- 28.1.2. When engaging with the Loyalty Program, the Client must adhere to the rules outlined in the current conditions and/or specified by the Bank. Upon activating/using any of the offers provided within the Loyalty Program, the Client affirms having read and accepted these Terms and Conditions, as well as any other rules governing the use of the Loyalty Program, if applicable.
- 28.1.3. Detailed information regarding the incentives/benefits available within the Loyalty Program can be found on the website [www.cashback.ge](http://www.cashback.ge), in the corresponding application of the Bank, and/or in other software/documents/social media platforms created by the Bank for this specific purpose, hereinafter collectively referred to as the Loyalty Platform. The information presented in the Loyalty Platform is an integral component of these Terms.
- 28.1.4. Before benefiting from any offer within the Loyalty Program, it is imperative that the Client diligently familiarizes themselves with the comprehensive terms and conditions governing the respective offer.
- 28.1.5. The incentives/benefits provided within the Loyalty Program are exclusively applicable when conducting a card transaction using a Bank card at the Merchant(s) trade-service establishment. This includes, where specified by the Bank, transactions on the Merchant(s) website.
- 28.1.6. To avail the discount presented within the Loyalty Program, customers are required to proactively activate the pertinent offer through the Loyalty Platform beforehand and subsequently complete the payment at the Bank's POS terminal (both physical and, as determined by the bank, virtual POS terminal in applicable cases).



28.1.7. The Bank retains the right, at its own discretion, to establish additional conditions for the Client's enrollment in the Loyalty Program. Notification of such conditions will be conveyed to the Client through means determined by the Bank.

28.1.8. The Bank shall not assume liability for any damages, including but not limited to lost income, benefits, or advantages, incurred by the Client if the Client fails to adhere strictly to the rules established by the Bank for the utilization of the Loyalty Program.

## **28.2. Terms of Use for the Loyalty Platform**

28.2.1. When utilizing the Loyalty Platform to get information about the Loyalty Program and/or activate offers, the Client acknowledges and agrees that:

28.2.1.1. The Client's Digital Bank Access Codes are permissible for accessing the Loyalty Platform. The Client is required to maintain strict confidentiality and security measures for both the Access Code(s) and the device(s) used for Loyalty Platform authentication. Failure to adequately safeguard the Access Code(s) and authentication devices utilized on the Loyalty Platform may lead to unauthorized access to the customer's Digital Bank, potentially enabling the use of banking services/products available through this channel. The Client assumes complete responsibility for any legal consequences arising from the unauthorized possession of the Access Code(s) and authentication devices on the Loyalty Platform by a third party.

28.2.1.2. The information accessible via the Loyalty Platform is sourced from channels deemed reliable by the Bank. The Bank and third parties do not provide any implicit or explicit warranties or conditions regarding the accuracy, completeness, or timeliness of the information presented on or acquired through the Loyalty Platform.

28.2.1.3. The information presented on the Loyalty Platform should not, under any circumstances, be construed as advice or a solicitation to engage in the purchase or sale of a product or service, and/or as an endorsement of a service provider, unless explicitly stated otherwise by the service provider itself.

28.2.1.4. The Bank shall refrain from offering the aforementioned products and services to any individual if, according to the Bank's judgment (without any obligation to verify this), the provision of such services would contravene the laws or regulations of the individual's country of residence or any other pertinent legislation.

28.2.1.5. The Client is expressly forbidden from engaging in any unauthorized use of the Loyalty Platform and/or systems. This prohibition encompasses, without limitation, unauthorized access to the Bank's systems, inappropriate use of passwords, or improper utilization of any information made available on the Loyalty Platform.

28.2.1.6. The Bank reserves the right to disclose, transfer, and/or verify/receive information provided by the Client through the Loyalty Platform with third parties. The customer, by utilizing the Loyalty Platform, automatically consents to the Bank's privacy and security policy.

28.2.1.7. Through the utilization of the Loyalty Platform, the customer gives consent to the transfer and delivery of the information provided by the Loyalty Platform to any country globally, or through any country, as deemed necessary or appropriate by the Bank. The customer's engagement with the Loyalty Platform or the provision of information on it shall be construed as the Client's explicit consent to such information transfer.

28.2.1.8. The use of the Loyalty Platform is susceptible to monitoring, tracking, and recording. Any individual utilizing the Loyalty Platform expressly agrees to undergo such monitoring, tracking, and recording. It is the customer's responsibility to acquaint themselves with the terms of use displayed on the Loyalty Platform, the terms of the Loyalty Program, and the current iterations of the Privacy and Security Policy on each instance of engaging with the Loyalty Platform.

28.2.1.9. The information provided on the Loyalty Platform is strictly for informational purposes. While deemed reliable, the Bank does not assure the completeness, timeliness, and correctness of the information. The Client accesses, uses, and relies on this information at their own risk. It is the Client's obligation to seek professional advice when assessing the information available on the Loyalty Platform.

28.2.1.10. Acknowledging the potential for human or mechanical errors and other factors, the content of the Loyalty Platform is offered on an "as is" basis. The Bank, its affiliates, or third parties do not provide any warranties or representations concerning the Loyalty Platform or its content. The Bank, its affiliates, and third parties expressly disclaim any warranties or conditions concerning the Loyalty Platform, including any implied warranties of merchantability, non-infringement of third-party rights, freedom from viruses or other harmful code, or fitness for any purpose. The Bank, its affiliates, or third parties provide no warranty as to the correctness, adequacy, or completeness of the information and materials on the Loyalty Platform, explicitly disclaiming any liability for errors or inaccuracies in such materials or information. The Bank, its affiliates, or third parties bear no responsibility for interruptions in the Loyalty Platform, computer viruses, malicious codes, and other defects associated with the Loyalty Platform. This includes incompatibility between the Loyalty Platform and the Client's files or the Internet navigation program (Browser) utilized by the Client, or any other program accessing the Site. Additionally, the Bank is not liable for other issues that the Client may encounter due to reasons beyond the control of the bank. The Bank bears no responsibility for costs, losses, damages (regardless of their nature, whether direct, indirect, special, consequential, punitive, or otherwise, including but not limited to financial losses and experiences), or lost opportunities arising in any way from access to, use of, or non-use of the Loyalty Platform.

28.2.1.11. The Bank and third parties, explicitly indicated, maintain ownership, copyright ©, and all non-property rights associated with the Loyalty Platform. Publishing, reproducing, transmitting, or storing the content of the Loyalty Platform or any of its components, in whole or in part, is strictly prohibited unless the owner of the property right, copyright, or other non-property right has provided consent for the respective action. The prohibition does not extend to computer storage or printing for personal use only. Quoting the content of the Loyalty Platform is permissible in accordance with applicable law, with the condition that the source is clearly indicated. Reproduction, publication, or distribution of trademarks and logos on the Loyalty Platform is not allowed without the prior written consent of the copyright holder, even if permitted by applicable law.

28.2.1.12. Participants in forums, chat rooms, debates, etc., on the Loyalty Platform may submit only materials for which they own the copyright or for which they have obtained this right in some other way. A Participant who submits material is deemed to, and when submitting material, consents to the storage, distribution, or publication of such material by the Bank, electronically or otherwise.

28.2.1.13. The Client is responsible for owning and using the telephone, computer, software, and other equipment required to access and use this Loyalty Platform. Access to the Loyalty Platform may sometimes be impossible, delayed, restricted, or slowed for reasons, including but not limited to, the following:

28.2.1.13.1. Equipment failures, including but not limited to the failure of computers (including the Client's computer, mobile phone, and/or other device(s) used to access the Loyalty Platform), servers, networks, telecommunications lines, and communications, as well as other electronic and mechanical equipment;

28.2.1.13.2. Software malfunctions, including but not limited to software bugs, errors, viruses, configuration problems, incompatibilities of systems, utilities, and applications, as well as issues with firewalls and screening programs. Such malfunctions may impact the functionality of screening programs, leading to unreadable codes or inaccuracies in individual documents or other content;

28.2.1.13.3. System Congestion;

28.2.1.13.4. Damage caused by external factors, including but not limited to bad weather, earthquakes, war, riots, acts of terrorism, civil commotion, natural disasters, accidents, fires, water damage, explosions, mechanical breakdowns, or other natural disasters;

28.2.1.13.5. Total or partial disruption of electricity or other utility services;

28.2.1.13.6. A total or partial strike or other disruption of the labor process;

28.2.1.13.7. Restrictions imposed by the government or law, court orders, or other human intervention;

28.2.1.13.8. Any other reason, whether or not similar to the above, beyond the Bank's control.

28.2.1.14. If access to the Loyalty Platform is impossible, interrupted, or restricted, and/or if any component of the Loyalty Platform does not work quickly and properly, the Client may not be able to receive information in a timely manner, give instructions regarding transactions and other matters, or these instructions may not be carried out properly. The Bank is not responsible for any damage caused due to the interruption/termination of the connection if the customer's operations depend on such a connection.

28.2.1.15. If the Bank provides the Client with links to third-party websites and/or social networks, this does not imply that the Bank recommends the products, services, opinions, ideas, or information offered on or through these links. When using these links, the Client acts solely at their own risk, and the Bank does not accept any obligation or responsibility for the content, use, or availability of third-party websites and/or social network pages. If the Client decides to visit a website that is not under the Bank's control, the Bank does not make any guarantees, express or implied, regarding the Client's use of such a website, the inability to use it, the content of the website, including its correctness, completeness, reliability, or its fitness for any particular purpose, and/or the authenticity of the document(s) placed on it (if any). The Bank also does not warrant that this website or its content is free from claims that may be related to copyright, trademark, or other violations of third-party rights. Additionally, the Bank does not guarantee that such a website or its content is free from viruses or other harmful factors. The Bank has not verified the veracity, correctness, reasonableness, reliability, or completeness of the content of such websites.

28.2.1.16. Third-party websites may have different security policies or other security practices than the Bank's Loyalty Platform, which is why it is necessary for the Client to familiarize themselves with the policy of the respective website before sharing personal information.

28.2.1.17. The Loyalty Platform may include so-called Cookies, which operate according to the following principle:

28.2.1.17.1. A cookie is a short text file that a website, visited by a Client, stores on the visitor's hard drive. The text file contains information and is used, among other purposes, to ensure the visitor's optimal experience with the respective website.

28.2.1.17.2. Persistent cookies store a file on the web browser's hard drive for a certain period. The bank uses a persistent cookie to record the visitor's navigation on the website and collect statistical data.

28.2.1.17.3. Another type of cookie, called a session cookie, is stored only for as long as the Client navigates the website. The bank uses a session cookie to enable the Client to activate the promotions offered within the Loyalty Program. When the Client leaves the Loyalty Platform or closes the internet navigation program (browser), the session cookie is automatically deleted.

28.2.1.17.4. If the Client does not agree to the use of cookies, they can change the security mode of the browser (Internet Explorer, Mozilla Firefox, Google Chrome, and others). The Client can refuse the use of cookies. Additionally, the Client is aware that turning off (disagreeing with) certain types of cookies may affect the functionality and services of the website. Additional information on cookies is available in the 'Notice on the use of cookies,' posted on the bank's website [www.libertybank.ge](http://www.libertybank.ge).

28.2.1.18. The Bank determines the scope of availability of the Loyalty Program. In particular, according to the Bank's decision, the products and services placed on the Loyalty Platform may not be available to Clients outside the territory of Georgia.

## 29. Money accumulation service - money box

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

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

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

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

29.4.1. Accumulation scheme cashback - within the framework of using the Bank's loyalty program, the amount to be returned to the Client's Account will be automatically credited to the Client's saving deposit account. For the avoidance of any doubt, the amount will be credited to the Client's saving account under the scheme specified in this paragraph only in case the Client has activated cashback in accordance with the rules established by the Bank.

29.4.2. Accumulation scheme fixed unit - after each transaction made with the Card in GEL, the amount corresponding to the fixed unit pre-selected by the Client will be automatically credited to the Client's saving account.

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

29.4.4. Accumulation scheme with a fixed unit in a predetermined date (Standing Order) - the fixed amount indicated in the Application by the Client at a predetermined period and in a predetermined date is automatically transferred to the saving account specified by the Client.

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

29.6. It is possible to accumulate money on any amount of saving deposit accounts with the Money Accumulation Service. In addition, the funds on one saving account can be accumulated through the Money Accumulation Service activated on any number of Accounts of the Client.

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

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

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

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

29.11. The Client knows and agrees that the transfer of money will not be carried out in case of any kind of public legal restriction (including collection/seizure) on the relevant Account.

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

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

## 30. Withdrawal of money through the POS Terminal

30.1. The Client who holds a Social Account is given the opportunity to withdraw the amount from the Account through the Bank's POS terminal in the network of trade/service facilities (merchants) related to the Bank by the relevant agreement.

30.2. The amount can be withdrawn through the POS terminal, only with the payment of the service/purchase fee, within the scope of one Transaction, in accordance with the rates and limits determined by the present Terms and Conditions.

30.3. The Merchant is entitled to refuse the Client to perform the withdrawal Transaction and the Client is not entitled to file a claim in this regard with the Bank and/or the Merchant.

## 31. Depositing money on the Account by using ATM

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

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

31.3. The Client is obliged to carefully familiarize himself/herself with any conditions/restrictions/instructions related to placing money at the ATM and performing the operation, and when performing the operation, follow the instructions suggested by the ATM, which includes, without limitation, the Client's obligation not to place damaged, loose, folded, bonded, counterfeit banknotes in the ATM. In addition, it is not allowed to place coins and/or banknotes of different currencies in the ATM's receiver at the same time. The maximum number of banknotes allowed at one time in the ATM cash receiver is determined by the Relevant Service tariffs for Tariff package. For the avoidance of any doubt, the list given in this paragraph is not exhaustive and the delay/inability to deposit money into the Account using the ATM may be caused by other circumstance(s). The Bank is not responsible for any consequences of the Client's non-fulfillment of the obligation(s) provided for in this paragraph and/or the Client's negligence, including, but not limited to, the Bank shall not be responsible for any damage/loss caused by the withholding of funds as a result of the expiration of the time intended for the execution of the operation.

## 32. Currency Exchange

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

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

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

32.4. The Bank does not undertake to fulfill the Application for conducting a currency exchange operation if the exchange rate limitation is specified in the application, or the exchange rate set by the Bank does not meet the exchange rate limitation requirements. Limiting the exchange rate means: in the case of applying market exchange rate, the maximum buying or minimum selling rate, and in the case of applying the Bank's Commercial Exchange Rate - the requirement to perform the currency exchange operation only at the indicated rate.

32.5. If, due to the reasons mentioned in this paragraph, the currency exchange operation was partially carried out or not carried out at the market exchange rate, the Bank will inform the Client about the reasons for the non-fulfillment of the application and, in the case of the consent received from the Client, will carry out the currency exchange operation at the Bank's Commercial Exchange Rate. Such reasons can be:

32.5.1. Trading on the exchange market did not take place due to a reason independent of the Bank;

32.5.2. The Bank's application to the exchange market was partially satisfied;

32.5.3. The Client did not receive the amount purchased by the Bank on the exchange market or partially received it.

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

### 33. Money Transfers

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

33.2. The amount using the money transfer service, can be transferred/received including from/for such a person who does not have an open account in the Bank;

33.3. The amount using the money transfer service, can be transferred and received in GEL, USD, EUR, GBP or RUB;

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

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

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

33.7. The permitted amount of money transfer and commission fee is determined according to the rules applicable in the Bank at the moment of performing money transfer;

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

33.9. In order to receive a money transfer by the Client, it is necessary to provide the Bank with at least accurate information about the remittance code, amount and currency, otherwise the Bank is deprived of the opportunity to identify the Client's money transfer to distribute it to the Client;

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

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

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

33.13. The Client is aware and agrees that the rules for using the money transfer are determined by the operator of the relevant international money transfer system. The Bank is not responsible to the Client due to the rules/restrictions established by the operator of the international remittance system, including if the Client is unable to use the remittance due to the aforementioned rules/restrictions.

33.14. The Client is aware that if he does not refuse to do so in accordance with the Legislation, the Bank will collect/process the information about the income received from the Client's money transfer (made from a foreign country), which will be provided to the credit information bureau in accordance with the rules and conditions provided by the legislation of Georgia. Information on the income received from remittances is processed for the purpose of analyzing the customer's solvency and will be available to the lending organizations involved in the credit information bureau in accordance with the Legislation. At the request of the data subject/user, the data processor 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 Legislation.

### 34. eMoney Digital Wallet

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

34.2. eMoney Digital Wallet represents virtual multi currency account, using of which does not require the Client to have banking account.

34.3. Through the eMoney Digital Wallet, the Client enjoys many advantages, including instant access and control of the funds in the eMoney Digital Wallet; the ability to pay the provider's service fee; the ability to instantly transfer and/or receive money, as well as deposit and/or withdraw money to the account; the advantage of withdrawing money from a virtual account without opening a bank account.

34.4. In order to link the eMoney Digital Wallet to his/her Bank account (which will make it easier for the Client to receive the relevant services), the Client is obliged to register on the eMoney website and undergo the identification process provided by the applicable Legislation.

34.5. The terms of eMoney Digital Wallet service, tariffs and the rights and obligations of the parties are detailed in the eMoney Digital Wallet terms and conditions, which are posted on the website - [www.emoney.ge](http://www.emoney.ge) (<http://bit.ly/1ZvqRlk>) and which are an Appendix to these Terms and Conditions and an integral part of it. By agreeing to these Terms and Conditions and using the eMoney Digital Wallet, the Client confirms his/her consent to the above eMoney Digital Wallet terms and condition. However, when registering on the eMoney web page and/or eMoney mobile application, eMoney may additionally ask the Client for electronic consent to the eMoney e-wallet service terms.

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

### 35. Performing operations using SMS signature

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

35.2. The Client is entitled to perform a banking operation and/or receive services within the defined limits, based on the SMS signature, without printing the document in physical form and recording a physical signature on it.

35.3. The Client can use the SMS signature service only in case he/she has a verified number registered in the Bank. If the Client's number recorded in the Bank does not have the status of a verified number, it is necessary to verify the Client's number in accordance with the procedure established in the Bank in order to use the SMS signature service;

35.4. By providing the SMS code to the Bank, the Client confirms that he/she has fully familiarized himself/herself with the relevant Transaction, order and/or document (including the transaction) offered by the Bank within the service, agrees with the correctness of the conditions/information contained therein and wishes to perform the said operation, order and/or sign/conclude the document (including the Transaction) offered by the Bank within the service;

35.5. In case the Client discloses the Bank the message/SMS code sent to him/her, the Bank indicates the SMS code into the Bank's software and confirm the process related to the execution of the Operation, order and/or document (including the transaction) and send the corresponding message to the Client. For the avoidance of any doubt, the Operation is considered confirmed by the Bank only after the relevant employee of the Bank ensures that the corresponding SMS code provided by the Client is entered into the Bank's software.

35.6. Confirming the Transaction, order and/or document (including the Transaction) offered by the Bank within the service via SMS signature equals to the material signature by the Client in the relationship of the Parties and confirms the validity of the Client's will;

35.7. The list/types of operations, orders and/documents (including Transactions) available for the SMS signature is defined by the Bank at its sole discretion;

### **36. Contactless reader service**

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

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

36.3. ATM withdrawal operation is allowed only if the balance available on the account is at least 5 (five) GEL after payment of the withdrawal commission to the Bank, and in the case of foreign currency - equivalent to 5 (five) GEL in the relevant currency (at the Bank's Commercial Exchange Rate).

36.4. The Bank is authorized to restrict contactless reader service at any time, at its sole discretion.

### **37. Service through remote service center**

37.1. In the case of the client's request the Bank is entitled to perform some of the services specified in the Terms and Conditions including providing information, accepting orders, etc. with the involvement of the remote service center within the scope determined by the Bank

37.2. Providing service through the Bank's remote service center is available only upon successful verification of the Client according to the rules established by the Bank;

37.3. The Bank is authorized not to provide the Client with the service, if the Client fails to successfully complete verification procedure.

## **Part III**

### **38. Final Provisions**

38.1. The Client is obliged to provide any additional information and/or documentation requested by the Bank upon the Bank's request within the period determined by the Bank.

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

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

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

38.5. The Agreement fully applies to the Parties, their employees, representatives, legal heirs and successors.

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

38.7. The Bank's non-exercise of the right(s) in case of the Client's violation of the obligations arising from the Agreement and/or Legislation, does not constitute a basis for waiving the right to claim. Furthermore, the Bank's waiving of such right(s) does not constitute a basis for waiving the right to claim arising as a result of the violation of the Agreement and/or the Legislation in future.

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

38.9. These Terms and Conditions shall supersede any prior agreement or contract between the Parties on the same subject matter.

38.10. The Agreement is drawn up in English. Terms and Conditions of Individuals are posted on the Bank's website: <http://libertyBank.ge>. At the Bank's consent, the Agreement may be concluded in another language. In this case, the Agreement and its conditions drawn up in the Georgian language will be given priority over the Agreement and its conditions drawn up in another language.

According to the Law of Georgia on Deposit Insurance System, from January 1, 2024, the amount on 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 the limit of 30,000 GEL. The amount on all accounts of all depositors in a commercial bank and microbank is automatically insured at no additional charge. For further information, visit the website of the Deposit Insurance Agency: [www.diagency.ge](http://www.diagency.ge).

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

The head office of JSC Liberty Bank is located at 74 I. Chavchavadze Avenue, 0162 Tbilisi, Georgia. Detailed information on the terms and conditions of the Bank's Services as well as partner organizations 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.



Annex №1 Fees and Conditions for Tariff Packages<sup>4</sup>

Product / Service	standard tariff package 2.00 GEL per month  In case of selecting yearly payment scheme – 20 GEL per year	Universal tariff package 5.00 GEL per month  In case of selecting yearly payment scheme – 50 GEL per year	Premium tariff package <sup>5</sup> 15.00 GEL per month  In case of selecting yearly payment scheme – 150 GEL per year	Extra tariff package 25 GEL per month  In case of selecting yearly payment scheme – 250 GEL per year
Remote service				
Digital banking	Free			
SMS Banking	Free			
Direct Debit	Free (unlimited)			
Standing Order	Free (unlimited)			
Interest Accrual:				
Interest Accrual on Universal Account	N/A			
Interest Accrual on savings account	Standard %	Standard %	Standard +0.10% <sup>6</sup>	Standard %
Interest Accrual on Savings Account Meti	GEL – 9 % USD – 0.5 % EUR – 0.25 % GBP - 0.1 %			
Debit accounts and cards				
Universal Account Opening Fee	Free			
Universal Account Service Fee	Free			
Universal Account Currencies	GEL /USD/EUR/GBP			
Permitted number of universal accounts	One account is allowed	Three accounts are allowed	Four accounts are allowed	One account is allowed
Currency Priority / Spending Scheme Amendment	Free			
Penalty for unauthorized spending of money on the Universal Account	Annual 48.00% of the amount spent calculated on each calendar day of overspending			
Agro Account Opening Fee	Free			
Agro Account Service Fee	Free			
Savings Account/Savings Account Meti Opening Fee	Free			
Savings Account/Savings Account Meti Service Fee	Free			
Savings Account/Savings Account Meti Currencies	GEL /USD/EUR/GBP			
Permitted amount of savings Account/Savings Account Meti (both individually and collectively)	Five pairs of (GEL/USD/EUR/GBP) accounts are allowed	Five pairs of (GEL/USD/EUR/GBP) accounts are allowed	Five pairs of (GEL/USD/EUR/GBP) accounts are allowed	Five pairs of (GEL/USD/EUR/GBP) accounts are allowed
Special Currency Account Opening Fee	Free			
Special Currency Account Service Fee	Free			
Special Currency Accounts	<ul style="list-style-type: none"> <li>• Swiss Franc (CHF)</li> <li>• Turkish Lira (TRY)</li> <li>• Japanese Yen (JPY)</li> <li>• Azerbaijani Manat (AZN)</li> <li>• Armenian Dram (AMD)</li> <li>• U.A.E. Dirham (AED)</li> <li>• Australian Dollar (AUD)</li> <li>• Canadian Dollar (CAD)</li> </ul>			
Allowable number of special currency account	Max. allowable nine accounts in special currencies			

<sup>4</sup> The Clients who have not purchased the tariff package(s) of the Universal Account defined by these Terms and Conditions, will be bound by May 07, 2019 edition (including tariffs) of the Universal Account terms and conditions until the purchase of such tariff package(s). In addition, the changes made in the Terms and Conditions after May 07, 2019, which are not related to the use of the tariff package, shall also apply to those Clients, who have not yet purchased the Universal Account tariff package(s).

<sup>5</sup> From December 16, 2024, the sale of the premium package will no longer be available at the bank. However, the products and services included in the package will remain accessible to existing clients in accordance with the applicable terms and conditions.

<sup>6</sup> Standard +0.10% is determined only for savings account opened in GEL, USD and EUR.

Inactive Account service fee	3.00 GEL a month			
Primary/Additional card(s) on Universal Account				
Debit Cards <sup>7</sup>	Pre-made Visa Classic / MC Standard nameless card  Visa Classic / MC Standard name card  <b>Agro card</b>	Pre-made Visa Classic / MC Standard nameless card  Visa Classic / MC Standard name card  <b>Agro card</b>  Visa Gold / MC Gold name	Pre-made Visa Classic / MC Standard nameless card  Visa Classic / MC Standard name card  Visa Gold / MC Gold name  <b>Agro card</b>  Visa Platinum name	Pre-made Visa Classic / MC Standard nameless card  Visa Classic / MC Standard name card  <b>Agro card</b>
Primary card	Free			
Additional card	Visa Classic/MC Standard - 10.00 GEL	Visa Classic/MC Standard - Free Visa Gold / MC Gold - Free	Visa Classic/MC Standard - Free Visa Gold / MC Gold - Free Visa Platinum - Free	Visa Classic/MC Standard - 10.00 GEL
Lost/Damaged Card Replacement	Visa Classic/MC Standard - 10.00 GEL	Visa Classic/MC Standard - Free Visa Gold / MC Gold - Free	Visa Classic/MC Standard - Free Visa Gold / MC Gold - Free Visa Platinum - Free	Visa Classic/MC Standard - 10.00 GEL
Card Validity Term	4 Years			
Required Minimum Balance	N/A			
POS Purchases	Free			
Block the Card in Local Stop-list	Free			
Block the Card in International Stop-list	80.00 GEL for each region, once a week			
PIN Change via ATM	Free			
Check Balance at ATM located in Georgia	Free			
check Balance at ATM located abroad	1.00 GEL			
Urgent Card Issuance	Card price + 5.00 GEL			
Credit card <sup>8</sup>				
Credit card	The rules, conditions and rates for using a credit card are determined by the "Credit Card Terms" posted on the bank's website <a href="http://www.libertybank.ge">http://www.libertybank.ge</a>			
Cash Deposit / Withdrawals				
Cash Deposit on Universal Account	Free			
ATM cash deposit currency	GEL/USD/EUR			
Cash Withdrawal from Universal Account <sup>9</sup>	• GEL - 0.20%, min. 0.50 GEL • USD/EUR/GBP - 0.40%, min. 0.50 unit	• GEL - 0.15%, min. 0.30 GEL • USD/EUR/GBP - 0.30%, min. 0.30 unit	• GEL - 0.10%, min. 0.10 GEL • USD/EUR/GBP - 0.20%, min. 0.20 unit	• GEL - 1%, min. 2 GEL • USD/EUR/GBP - 1%, min. 2 units
Cash Deposit on Savings Account/Savings Account Meti	Free			
Cash Withdrawal from Savings Account/Savings Account Meti <sup>10</sup>	Within the limits of the amount deposited in cash through any channel - Free <sup>11</sup> ;			

<sup>7</sup> Visa Gold/MC Gold/Visa Platinum cards are available only for depositors who open a term deposit with an amount of 25,000 GEL or more.

<sup>8</sup> The decision about issuing a credit card is made at the Bank's sole discretion based on the assessment of the Client's solvency. The purchase of the tariff package by the Client does not oblige the Bank to issue a credit card in any case.

<sup>9</sup> The fee for withdrawing funds from the account does not apply to the withdrawal of a term deposit amount and the interest accrued on it, except for the cases where the deposit is breached/terminated within 1 month from its opening date. In such cases, the withdrawal fee specified in the client's respective tariff package will apply to the deposit amount.

<sup>10</sup> Cash withdrawal fee determined by the subsequent Tariff Package shall not apply to the withdrawal of the interest accrued on the funds deposited on the savings account/saving account "Meti";

<sup>11</sup> (a) If the funds are deposited through the Bank's branch/service-center, the amount can be withdrawn free of charge only in the branch/service-center where the amount was deposited in cash; (b) If the funds are deposited through the ATM and/or LB Pay Device (LB Pay/365) located in the vicinity of the Bank's branch/service-center, the amount can be withdrawn free of charge only at the branch/service-center

		In other case; • GEL - 0.20%, min. 0.50 GEL • USD/EUR/GBP - 0.40%, min. 0.50 unit	In other case; • GEL - 0.15%, min. 0.30 GEL • USD/EUR/GBP - 0.30%, min. 0.30 unit	In other case; • GEL - 0.10%, min. 0.10 GEL • USD/EUR/GBP - 0.20%, min. 0.20 unit	In other case; • GEL - 0.20%, min. 0.50 GEL • USD/EUR/GBP - 0.40%, min. 0.50 unit
Cash Deposit on Special Currency Accounts		<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - 3.00%</li> <li>• Swiss Franc (CHF) - 3.00%</li> <li>• Turkish Lira (TRY) - 3.00%</li> <li>• Japanese Yen (JPY) - 3.00%</li> <li>• Azerbaijani Manat (AZN) - 3.00%</li> <li>• Armenian Dram (AMD) - 3.00%</li> <li>• U.A.E Dirham (AED) - 5%</li> <li>• Australian Dollar (AUD) - 5.00%</li> <li>• Canadian Dollar (CAD) - 5.00%</li> </ul>			
Cash Withdrawal from Special Currency Accounts		<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - 0.50%</li> <li>• Swiss Franc (CHF) - 3.00%</li> <li>• Turkish Lira (TRY) - 3.00%</li> <li>• Japanese Yen (JPY) - 3.00%</li> <li>• Azerbaijani Manat (AZN) - 3.00%</li> <li>• Armenian Dram (AMD) - 3.00%</li> <li>• UAE Dirham (AED) - 5%</li> <li>• Australian Dollar (AUD) - 5.00%</li> <li>• Canadian Dollar (CAD) - 5.00%</li> </ul>			
Cash Withdrawal from Liberty Bank's ATMs		0.20%, min. 0.20 GEL <sup>12</sup>	Free	Free	• GEL - 1%, min. 2 GEL • USD/EUR/GBP - 1%, min. 2 unit
Cash Withdrawal from Partner Banks' ATMs		0.60%, min. 0.20 GEL	0.20%, min. 0.20 GEL	Free	2.00%, min. 6.00 unit
Cash Withdrawal from Partner Banks' Branches		2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	2.00%, min. 6.00 unit
Cash Withdrawal from Other Banks' Branches		2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	2.00%, min. 6.00 unit
Cash Withdrawal from Other Banks' ATMs in Georgia		2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	1.00%, min. 2.00 GEL	2.00%, min. 6.00 unit
Cash Withdrawal from Other Bank's ATMs abroad		2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	2.00%, min. 6.00 GEL	2.00%, min. 6.00 unit
Money Transfers and currency conversion:					
Money Transfer Between Own Accounts and Inside Liberty Bank in Any Currency		Free			
Money Transfer via Digital Banking Through Personal Number Inside Liberty Bank in National Currency		Free			
Money Transfer Via Digital Banking Through Mobile Phone Number Inside Liberty Bank in National Currency		<ul style="list-style-type: none"> <li>• Up to 20 GEL - Free;</li> <li>• Above 20 GEL - 1 GEL;</li> </ul>			
Money transfer outside Liberty Bank in GEL		<b>Standard fee</b>			
		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 100,000 GEL and more - 50 GEL	Up to 1000 GEL - 1 GEL From 1000 GEL to 10 000 GEL - 2 GEL From 10,000 GEL to 100,000 GEL - 5 GEL 100,000 GEL and more - 50 GEL	Up to 5000 GEL - 0.5 GEL From 5000 GEL to 10 000 GEL - 2 GEL From 10,000 GEL to 100,000 GEL - 5 GEL 100,000 GEL and more - 50 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 100,000 GEL and more - 50 GEL
		<b>Fast Transfer Service Fee</b>			
		Up to 10 000 GEL - 1 GEL added to the standard fee; Above - 10 000 - standard fee	Up to 10 000 GEL - 1 GEL added to the standard fee; Above - 10 000 - standard fee	Up to 10 000 GEL - 1 GEL added to the standard fee; Above - 10 000 - standard fee	Up to 10 000 GEL - 1 GEL added to the standard fee; Above - 10 000 - standard fee

where the corresponding ATM/LB Pay Device (LB Pay/365) is located. The withdrawal of the amount deposited by any other ATM/LB Pay Device (LB Pay/365) shall be subject to the withdrawal fee determined by the relevant Tariff Package.

<sup>12</sup> Free - for those Clients of the Bank, to whom the card was issued for the purpose of taking advantage of the auto loan

Money transfer outside Liberty Bank in USD	<ul style="list-style-type: none"> <li>• 0.20%, min. 15.00 &amp; max. 150 USD</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 USD</li> </ul>	<ul style="list-style-type: none"> <li>• Fixed - 15.00 USD</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 USD</li> </ul>	<ul style="list-style-type: none"> <li>• Fixed - 10.00 USD</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 25.00 USD</li> </ul>	<ul style="list-style-type: none"> <li>• 0.20%, min. 15.00 &amp; max. 150 USD</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 USD</li> </ul>
Money transfer outside Liberty Bank in EUR	<ul style="list-style-type: none"> <li>• 0.20%, min. 15.00 &amp; max. 150 EUR</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 EUR</li> </ul>	<ul style="list-style-type: none"> <li>• Fixed - 15.00 EUR</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 EUR</li> </ul>	<ul style="list-style-type: none"> <li>• Fixed - 10.00 EUR</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 25.00 EUR</li> </ul>	<ul style="list-style-type: none"> <li>• 0.20%, min. 15.00 &amp; max. 150 EUR</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 EUR</li> </ul>
Money transfer outside Liberty Bank in GBP	0.20%, min. 15.00 & max. 150 GBP	Fixed - 15.00 GBP	Fixed - 10.00 GBP	0.20%, min. 15.00 & max. 150 GBP
Money transfer in other foreign currency outside Liberty Bank:				
Russian Ruble (RUB)	0.20%, min. 1 200.00 & max. 10 000.00 RUB	1 200.00 RUB	1 200.00 RUB	0.20%, min. 1 200.00 & max. 10 000.00 RUB
Swiss Franc (CHF)	0.20%, min. 30.00 & max. 180.00 CHF	30.00 CHF	30.00 CHF	0.20%, min. 30.00 & max. 180.00 CHF
Turkish Lira (TRY)	0.20%, min. 100.00 & max. 800.00 TRY	100.00 TRY	100.00 TRY	0.20%, min. 100.00 & max. 800.00 TRY
Japanese Yen (JPY)	0.20%, min. 2 500.00 & max. 15 000 JPY	2 500.00 JPY	2 500.00 JPY	0.20%, min. 2 500.00 & max. 15 000 JPY
Azerbaijani Manat (AZN)	0.20%, min. 40.00 & max. 300.00 AZN	40.00 AZN	40.00 AZN	0.20%, min. 40.00 & max. 300.00 AZN
Armenian Dram (AMD)	0.20%, min. 10 000.00 & max. 90 000.00 AMD	10 000.00 AMD	10 000.00 AMD	0.20%, min. 10 000.00 & max. 90 000.00 AMD
U.A.E Dirham (AED) <sup>13</sup>	0.3%, min. 350.00 & max. 800.00 AED	0.3%, min. 75.00 AED 800.00 AED	0.3%, min. 75.00 AED 800.00 AED	0.3%, min. 350.00 & max. 800.00 AED
Australian Dollar (AUD)	0.20%, min. 30.00 & max. 250.00 AUD	30.00 AUD	30.00 AUD	0.20%, min. 30.00 & max. 250.00 AUD
Canadian Dollar (CAD)	0.20%, min. 30.00 & max. 250.00 CAD	30.00 CAD	30.00 CAD	0.20%, min. 30.00 & max. 250.00 CAD
Amending/inquiring transfer	<ul style="list-style-type: none"> <li>• USD or RUR - 55 USD</li> <li>• Other currency - 55 EUR</li> </ul> <p>In case of U.A.E. Dirham (AED): Investigation of Transaction in less than 90 days - AED 50 Investigation of Transaction in more than 90 days - AED 350</p>			
Currency conversion	at the bank's commercial rate			
Restrictions on Operations from the Account				
Transaction Limit on Money Transfers Via Digital Banking Through Mobile Phone Number or Personal Number	5000 GEL			
24-hour limit On Money Transfers Via Digital Banking Through Mobile Phone Number or Personal Number	<ul style="list-style-type: none"> <li>• Maximum number of allowed transfers - 10 transfers;</li> <li>• Maximum amount of allowed transfers - 10000 GEL;</li> </ul>			
Payments:				
Payments via Digital Bank	<b>Fees set for each provider's payment operation through Digital Bank are determined in accordance with the rates posted on the following link:</b> <a href="https://libertybank.ge/_cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf">https://libertybank.ge/_cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf</a>			
Limits of card transactions:				
Withdrawal limit in Liberty Bank branches	Unlimited			
24-hour withdrawal limit at the bank's POS terminal	<ul style="list-style-type: none"> <li>• Visa Classic / MC Standard - 15 000 GEL (in eq. currency)</li> <li>• Visa Gold / MC Gold - 30 000 GEL (in eq. currency)</li> <li>• Visa Platinum - 45 000 GEL (in eq. currency)</li> </ul>			

<sup>13</sup> The Client is authorized to apply to the Bank with the request to cancel the transfer and/or refund the amount. Cancellation of the transfer and/or refund depends on the provider of the recipient and the Bank shall not be liable for the inability to cancel the transfer and/or refund the amount for any reason. The Client is obliged to pay the following fees for canceling the transfer and/or initiating a refund, regardless of the outcome:

Transfer cancellation - AED 300

Refund due to incorrect details - AED 200

24-hour ATM withdrawal limit <sup>14</sup>		<ul style="list-style-type: none"> <li>• Visa Classic / MC Standard - 5 000 GEL (in eq. currency)</li> <li>• Visa Gold / MC Gold - 10 000 GEL (in eq. currency)</li> <li>• Visa Platinum - 15 000 GEL (in eq. currency)</li> </ul>
24-hour limit for payments at trade/service facilities <sup>15</sup>		<ul style="list-style-type: none"> <li>• Visa Classic / MC Standard - 15 000 GEL (in eq. currency)</li> <li>• Visa Gold / MC Gold - 30 000 GEL (in eq. currency)</li> <li>• Visa Platinum - 50 000 GEL (in eq. currency)</li> </ul>
Daily limit of depositing money into the account through an ATM		30 000 GEL (in eq. currency)
weekly ATM withdrawal limit		<ul style="list-style-type: none"> <li>• Visa Classic / MC Standard - 25 000 GEL (in eq. currency)</li> <li>• Visa Gold / MC Gold - 50 000 GEL (in eq. currency)</li> <li>• Visa Platinum - 75 000 GEL (in eq. currency)</li> </ul>
The number of banknotes allowed at one time in the ATM cash receiver		300 banknotes
Restrictions on the use of the card		
With the card, transactions on the following MCC codes are not allowed without the additional consent of the customer <sup>16</sup>		(a) 7995 - gambling; (b) 5967 - direct marketing, +18 services;

<sup>14</sup> For those Clients of the Bank, to whom the card was issued for the purpose of taking advantage of the auto loan, the mentioned limit is 15,000 GEL (in eq. currency)

<sup>15</sup> Includes purchase, payment, prepayment, refund and other card transfer/deposit type cashless transaction limit

<sup>16</sup> The restriction will automatically apply to cards issued from June 1, 2021. Those clients who use the card issued before June 1, 2021, should apply to the bank in accordance with the rules established by the bank in order to extend the said restriction.



## Annex №2- Fees and Conditions of Tariff Package – Extra +

Product / Service	Extra+ tariff package 40 GEL per month In case of selecting yearly payment scheme – 400 GEL per year
<b>One-time tariff package purchase fee</b>	50 (fifty) EUR <sup>17</sup>
<b>Remote service</b>	
Digital Banking	Free
SMS Banking	Free
Direct Debit	Free (unlimited)
Standing Order	Free (unlimited)
<b>Interest Accrual:</b>	
Interest Accrual on Universal Account	N/A
Interest Accrual on savings account	Standard %
<b>Debit accounts and cards</b>	
Universal Account Opening Fee <sup>18</sup>	Free
Universal Account Service Fee	Free
Universal Account Currencies	GEL / USD / EURO/ GBP
Allowable number of universal accounts	One account is allowed
Currency Priority / Spending Scheme Amendment	Free
Penalty for unauthorized spending of money on universal account	Annual 48.00% of the amount spent calculated on each calendar day of overspending
Savings Account Opening Fee	Free
Savings Account Service Fee	Free
Savings Account Currencies	GEL / USD / EURO/ GBP
Allowable amount of savings Account	One pairs of (GEL/USD/EUR/GBP) accounts are allowed
Special Currency Account Opening Fee	Free
Special Currency Account Service Fee	Free
Special Currency Accounts	Russian Ruble (RUB); Swiss Franc (CHF); Turkish Lira (TRY); Japanese Yen (JPY); Azerbaijani Manat (AZN); Armenian Dram (AMD); U.A.E. Dirham (AED); Australian Dollar (AUD); Canadian Dollar (CAD)
Allowable number of special currency account	Max. allowable 9 (nine) accounts in special currencies
Inactive Account service fee	3.00 GEL a month
<b>Primary/Additional banking card(s) on Universal Account</b>	
The maximum number of cards allowed	Allowed maximum 2 banking cards
Debit Cards <sup>19</sup>	Digital Card - VISA GOLD; MC Gold
Primary card	Free
Card Validity Term	4 Years
Required Minimum Balance	N/A
POS Purchases	Free
Block the Card in Local Stop-list	Free
Block the Card in International Stop-list	80.00 GEL for each region, once a week
PIN Change via ATM	Free
Check Balance at ATM located in Georgia	Free
check Balance at ATM located abroad	1.00 GEL
Urgent Card Issuance	Card value+ 5.00 GEL
<b>Cash Deposit / Withdrawals</b>	
Cash Deposit on Universal Account	Free
Cash Withdrawal from Universal Account <sup>20</sup>	• GEL - 1.5%, min. 2 GEL • USD/EUR/GBP - 1.5%, min. 2 units
Cash Deposit on Savings Account	Free
Cash Withdrawal from Savings Account <sup>21</sup>	Within the limits of the amount deposited in cash through the channel where the deposit was made- Free <sup>22</sup> In other case: • GEL - 1%, min. 2 GEL • USD/EUR/GBP - 1%, min. 2 units
Cash Deposit on Special Currency Accounts	• Russian Ruble (RUB) - 3.00% • Swiss Franc (CHF) - 3.00% • Turkish Lira (TRY) - 3.00% • Japanese Yen (JPY) - 3.00%

<sup>17</sup> The one-time tariff package purchase fee is non-refundable regardless of whether the Client uses any of the products included in the package, including if the Client does not open an account or closes an already opened account.

<sup>18</sup> In the case of digital identification, if within 30 days after registration the Client has not made a deposit operation from his own opened account in another bank or the identification document was not submitted to the Bank in the form of an original or a copy certified in the appropriate manner, in such a case the account is closed. The amount in the account (if any) will be transferred to the client's account from which the first deposit operation was carried out. The tariffs set by the account transfer package "Extra +" are applied to the said transfer as standard.

<sup>19</sup> For those Clients whose physical verification will be carried out by the Bank, a plastic card – Visa Classic / MC Gold (with name) is allowed, in which case the tariffs for making and using this physical plastic card, will be regulated by the relevant tariffs specified in the "Extra" package, and the restrictions and limits will be determined by the terms of limits of transactions carried out with the digital card in the "Extra +" package.

<sup>20</sup> The fee for withdrawing funds from the account does not apply to the withdrawal of a term deposit amount and the interest accrued on it, except for the cases where the deposit is breached/terminated within 1 month from its opening date. In such cases, the withdrawal fee specified in the client's respective tariff package will apply to the deposit amount.

<sup>21</sup> Cash withdrawal fee determined by the subsequent Tariff Package shall not apply to the withdrawal of the interest accrued on the funds deposited on the savings account/saving account "Meti";

<sup>22</sup> (a) If the funds are deposited through the Bank's branch/service-center, the amount can be withdrawn free of charge only in the branch/service-center where the amount was deposited in cash; (b) If the funds are deposited through the ATM and/or LB Pay Device (LB Pay/365) located in the vicinity of the Bank's branch/service-center, the amount can be withdrawn free of charge only at the branch/service-center where the corresponding ATM/LB Pay Device (LB Pay/365) is located. The withdrawal of the amount deposited by any other ATM/LB Pay Device (LB Pay/365) shall be subject to the withdrawal fee determined by the relevant Tariff Package.

	<ul style="list-style-type: none"> <li>• Azerbaijani Manat (AZN) - 3.00%</li> <li>• Armenian Dram (AMD) - 3.00%</li> <li>• U.A.E Dirham (AED) – 5%</li> <li>• Australian Dollar (AUD) - 5.00%</li> <li>• Canadian Dollar (CAD) - 5.00%</li> </ul>
Cash Withdrawal from Special Currency Accounts	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - 0.50%</li> <li>• Swiss Franc (CHF) - 3.00%</li> <li>• Turkish Lira (TRY) - 3.00%</li> <li>• Japanese Yen (JPY) - 3.00%</li> <li>• Azerbaijani Manat (AZN) - 3.00%</li> <li>• Armenian Dram (AMD) - 3.00%</li> <li>• UAE Dirham (AED) – 5%</li> <li>• Australian Dollar (AUD) - 5.00%</li> <li>• Canadian Dollar (CAD) - 5.00%</li> </ul>
Cash Withdrawal from Liberty Bank's ATMs	<ul style="list-style-type: none"> <li>• GEL - 1%, min. 2 GEL</li> <li>• USD/EUR/GBP - 1%, min. 2 units</li> </ul>
Cash Withdrawal from Partner Banks' ATMs (TBC / TERA / CARTU)	2.00%, min 6.00 units
Cash Withdrawal from Partner Banks' Branches (TBC / TERA / CARTU)	2.00%, min. 6.00 units
Cash Withdrawal from Other Banks' Branches	2.5.%, min. 6.00 units
Cash Withdrawal from Other Banks' ATMs in Georgia	2.5.%, min. 6.00 units
Cash Withdrawal from Other Bank's ATMs abroad	2.5.%, min. 6.00 units
<b>Money Transfers and currency conversion (universal account / savings account / special currency account):</b>	
Money Transfer Between Own Accounts and Inside Liberty Bank in Any Currency	Free
Money transfer outside Liberty Bank in GEL	<b>Standard fee</b>
	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 100,000 GEL and more - 50 GEL
	<b>Fast Transfer Service Fee</b>
	Up to 10 000 GEL – 1 GEL added to standard fee Above – 10 000 - standard fee
Money transfer outside Liberty Bank in USD	0.30%, min. 30 & max. 500 USD • With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 USD
Money transfer outside Liberty Bank in EUR	0.30%, min. 25.00 & max. 400 EUR • With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 EUR
Money transfer outside Liberty Bank in GBP	0.30%, min. 20.00 & max. 300
Money transfer in other foreign currency outside Liberty Bank:	
	Russian Ruble (RUB) 0.30%, min. 1,500.00 & max. 10 000.00 RUB
	Swiss Franc (CHF) 0.30%, min. 30.00 & max. 180.00 CHF
	Turkish Lira (TRY) 0.30%, min. 100.00 & max. 800.00 TRY
	Japanese Yen (JPY) 0.30%, min. 2 500.00 & max. 15 000 JPY
	Azerbaijani Manat (AZN) 0.30%, min. 40.00 & max. 300.00 AZN
	Armenian Dram (AMD) 0.30%, min. 10 000.00 & max. 90 000.00 AMD
	U.A.E Dirham (AED) <sup>23</sup> 0.3%, min. 350.00 & max. 800.00 AED
	Australian Dollar (AUD) 0.30%, min. 30.00 & max. 250.00 AUD
	Canadian Dollar (CAD) 0.30%, min. 30.00 & max. 250.00 CAD
Amending/inquiring transfer	<ul style="list-style-type: none"> <li>• USD or RUR - 55 USD</li> <li>• Other currency - 55 EUR</li> </ul> <p>In case of U.A.E. Dirham (AED): Inquiring of Transaction in less than 90 days - AED 50 Inquiring of Transaction in more than 90 days - AED 350</p>
Currency conversion	at the bank's commercial rate
<b>Limits of card transactions</b>	<b>Digital Card - VISA GOLD / MC Gold</b>
Withdrawal limit in Liberty Bank branches	30 000 GEL (in eq. currency) (monthly)
ATM withdrawal limit	10 000 GEL (in eq. currency) (monthly)
withdrawal limit at the bank's POS terminal	30 000 GEL (in eq. currency) (monthly)
Payment limit	15 000 GEL (in eq. currency) (monthly)
limit of depositing money into the account through an ATM	15 000 GEL (in eq. currency) (monthly)
<b>Restrictions on the use of the card</b>	
With the card, transactions on the following MCC codes are not allowed without the additional consent of the customer:	5967 - direct marketing, +18 services
Card transactions are not allowed on the following MCC codes:	7995 - gambling
Restricted countries	Countries restricted in accordance with the Bank's internal regulations and policies

<sup>23</sup> The Client is authorized to apply to the Bank with the request to cancel the transfer and/or refund the amount. Cancellation of the transfer and/or refund depends on the provider of the recipient and the Bank shall not be liable for the inability to cancel the transfer and/or refund the amount for any reason. The Client is obliged to pay the following fees for canceling the transfer and/or initiating a refund, regardless of the outcome:

Transfer cancellation - AED 300

Refund due to incorrect details - AED 200

## Annex №3 – Fees and Conditions of Receiving Account Statement

Product / Service	Fee
Statement from active Account	For the period 2 years prior to the issue of the Statement – Free of charge For the period more than 2 years prior to the issue of the Statement – 10 GEL
Statement from closed Account	For the period 2 years prior to the closure of the Account – Free of charge For the period more than 2 years prior to the closure of the Account – 10 GEL
Statement from the Social Account (Active/Closed)	Free of charge
Statement from the Savings Account/Savings Account Meti (Active/Closed)	Free of charge
Statement about the Deposit	Free of charge

## Annex №4 – Fees and Conditions of the Realization Tariff Package

Product / Service	Realization Tariff Package 0 GEL a month
<b>Remote service</b>	
Digital Banking	Free
SMS Banking	Free
Standing Orders	Free (unlimited amount) <sup>24</sup>
<b>Mandatory products of the tariff package</b>	
Mandatory Product	Realization account
<b>Realization account</b>	
Realization Account Opening Fee	Free
Savings Account/Savings Account Meti Opening Fee	Free
Realization Account Service Fee	Free
Savings Account/Savings Account Meti Service Fee	Free
Currency of the Realization Account	GEL /USD/EUR
Currency of Savings Account/Savings Account Meti	GEL /USD/EUR/GBP
Permitted Number of Realization Accounts	Unlimited
Permitted Number of Savings Account/Savings Account Meti (both individually and collectively)	Five pairs of (GEL/USD/EUR/GBP) accounts are allowed
<b>Interest Accrual</b>	
Interest Accrual on Savings Account	Standard %
Interest Accrual on Savings Account Meti	GEL – 9% USD – 0.5% EUR – 0.25% GBP – 0.1%
<b>Depositing / withdrawal to/from the account</b>	
Cash Deposit to the Realization Account	Free
Cash Deposit to the Savings Account/Savings Account Meti	Free
Withdrawal of Money from the Realization Account <sup>25</sup>	• GEL - 0.20%, min. 0.50 GEL • USD/EUR - 0.40%, min. 0.50 unit
Withdrawal of Money from the Savings Account Account/Savings Account Meti <sup>26</sup>	Within the limits of the amount deposited in cash through the channel where the deposit was made- Free <sup>27</sup> In other case: • GEL – 0.20%, min. 0.50 GEL • USD/EUR/GBP – 0.40%, min. 0.50 units
<b>Transfers and currency conversion (universal account, special currency account)</b>	
Money Transfer Between Own Accounts (any currency)	Free
Currency Conversion	At the bank's commercial rate
Withdraw Limit in Liberty Bank Branches	unlimited

<sup>24</sup> Activating a standing order on the sales/realization account is allowed only for the purpose of transferring between own accounts in the bank,

<sup>25</sup> The fee for withdrawing funds from the account does not apply to the withdrawal of a term deposit amount and the interest accrued on it, except for the cases where the deposit is breached/terminated within 1 month from its opening date. In such cases, the withdrawal fee specified in the client's respective tariff package will apply to the deposit amount.

<sup>26</sup> Cash withdrawal fee determined by the subsequent Tariff Package shall not apply to the withdrawal of the interest accrued on the funds deposited on the savings account/saving account "meti";

<sup>27</sup> (a) If the funds are deposited through the Bank's branch/service-center, the amount can be withdrawn free of charge only in the branch/service-center where the amount was deposited in cash; (b) If the funds are deposited through the ATM and/or LB Pay Device (LB Pay/365) located in the vicinity of the Bank's branch/service-center, the amount can be withdrawn free of charge only at the branch/service-center where the corresponding ATM/LB Pay Device (LB Pay/365) is located. The withdrawal of the amount deposited by any other ATM/LB Pay Device (LB Pay/365) shall be subject to the withdrawal fee determine by the relevant Tariff Package.

## Annex №5 – Fees and Conditions for Card Transfers

Product / Service	Fees/Limits
<b>Channels for making transfer</b>	
Digital Bank	Free of Charge
<b>Onetime transactional limit</b>	
Between the Cards added in the "My Cards" section <sup>28</sup>	1500 GEL
Transfer by the Card number	500 GEL
<b>Number of transactions and maximum amount</b>	
24 hours	5 transfers, total amount 3000 GEL
1 week	10 transfers, total amount - 15000 GEL
<b>Transfer fee<sup>29</sup></b>	
Transfer amount <= 100 GEL	1 (one) GEL
Transfer amount > 100 GEL	2 (two) GEL

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<sup>28</sup> The same card can be added by 3 users only. One user can add only 5 cards<sup>29</sup> In case transfer is made with the card that is not issued by the Bank, the Client may be charged additionally by the issuing bank after the successful completion of the transaction



## Annex №6 – Fees and Conditions of the Realization Package for Loan

Product / Service	Realization tariff package for loan 0 GEL a month
<b>Remote service</b>	
Digital Banking	Free
SMS Banking	Free
Direct Debit	Free (unlimited amount)
Standing Order	Free (unlimited amount)
<b>Interest Accrual:</b>	
Interest Accrual on Service universal account for loan	N/A
<b>Debit Accounts</b>	
Service universal account for loan Opening Fee	Free
Savings Account/Savings Account Meti Opening Fee	Free
Service universal account for loan Service Fee	Free
Savings Account/Savings Account Meti Service Fee	Free
Currency of the Service universal account for loan	GEL /USD/EUR/GBP
Currency of the Savings Account/Savings Account Meti	GEL /USD/EUR/GBP
Permitted Number of Service universal account for loan	One account is allowed
Permitted Number of Savings Account/Savings Account Meti (both individually and collectively)	Five pairs of (GEL/USD/EUR/GBP) accounts are allowed
Penalty for unauthorized spending of money on Service universal account for loan	Annual 48.00% of the amount spent calculated on each calendar day of overspending
Inactive Account service fee	3.00 GEL per month
Allowable number of cards/additional cards on Service universal account for loan	Not allowed
<b>Depositing / withdrawal to/from the account</b>	
Cash Deposit to the Service universal account for loan	Free
Cash Deposit to the Savings Account/Savings Account Meti	Free
Withdrawal of Money from the Service account for loan <sup>30</sup>	<ul style="list-style-type: none"> <li>• GEL - 0.20%, min. 0.50 GEL</li> <li>• USD/EUR/GBP - 0.40%, min. 0.50 unit</li> </ul>
Withdrawal of Money from the Savings Account Account/Savings Account Meti <sup>31</sup>	Within the limits of the amount deposited in cash through the channel where the deposit was made- Free <sup>32</sup> In other case: <ul style="list-style-type: none"> <li>• GEL – 0.20%, min. 0.50 GEL</li> <li>• USD/EUR/GBP – 0.40%, min. 0.50 units</li> </ul>
<b>Transfers and currency conversion (Service universal account for loan)</b>	
Money Transfer to Liberty Bank branches and Between Own Accounts (any currency)	Free
Money transfer via Digital Bank through a personal number within Liberty Bank in national currency	Free
Money transfer via Digital Bank through a mobile phone number within Liberty Bank in national currency	<ul style="list-style-type: none"> <li>• Up to 20 GEL- Free</li> <li>• Above 20 GEL- 1 GEL</li> </ul>
Money transfer outside Liberty Bank in national currency	<b>Standard Fee</b>
	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 100,000 GEL and more - 50 GEL
	<b>Fast Transfer Service Fee</b>
	Up to 10 000 GEL – 1 GEL added to Standard Fee Above – 10 000 - Standard Fee
Money transfer outside Liberty Bank in USD	<ul style="list-style-type: none"> <li>• 0.20%, min. 15.00 &amp; max. 150 USD</li> <li>• Guaranteed deposit of full amount by recipient - 30.00 USD plus transfer fee</li> </ul>

<sup>30</sup> The fee for withdrawing funds from the account does not apply to the withdrawal of a term deposit amount and the interest accrued on it, except for the cases where the deposit is breached/terminated within 1 month from its opening date. In such cases, the withdrawal fee specified in the client's respective tariff package will apply to the deposit amount.

<sup>31</sup> Cash withdrawal fee determined by the subsequent Tariff Package shall not apply to the withdrawal of the interest accrued on the funds deposited on the savings account/saving account "Meti";

<sup>32</sup> (a) If the funds are deposited through the Bank's branch/service-center, the amount can be withdrawn free of charge only in the branch/service-center where the amount was deposited in cash; (b) If the funds are deposited through the ATM and/or LB Pay Device (LB Pay/365) located in the vicinity of the Bank's branch/service-center, the amount can be withdrawn free of charge only at the branch/service-center where the corresponding ATM/LB Pay Device (LB Pay/365) is located. The withdrawal of the amount deposited by any other ATM/LB Pay Device (LB Pay/365) shall be subject to the withdrawal fee determined by the relevant Tariff Package.

Money transfer outside Liberty Bank in EUR	• 0.20%, min. 15.00 & max. 150 EUR • Guaranteed deposit of full amount by recipient - 30.00 EUR plus transfer fee
Money transfer outside Liberty Bank in GBP	• 0.20%, min. 15.00 & max. 150 GBP
Amending/Researching Transfer	USD or RUR - 55 USD • other currency - 55 EUR
Currency Conversion	At the bank's commercial rate
Account operation limits	
Transaction limit on Money Transfers via Digital Bank through a personal number or mobile phone number	5000 GEL
24-hour limit On Money Transfers via Digital Bank through a mobile phone number or personal number	• Maximum number of allowed transfers - 10 transfers; • Maximum amount of allowed transfers - 10000 GEL;
Payments	
Payments via Digital Bank	Fees set for each provider's payment operation through Digital Bank are determined in accordance with the rates posted on the following link: <a href="https://libertybank.ge/_cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf">https://libertybank.ge/_cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf</a>

## Annex №7 – Fees and Conditions of Private Banking Service

Products / Services	Private Banking Services GEL 25.00 per month  In case of selecting yearly payment scheme – 250 GEL per year	Service Package Name B Free	Exclusive	Standard + <sup>33</sup> GEL 55 per month <sup>34</sup> In case of selecting yearly payment scheme – 550 GEL per year	In case of selecting yearly payment scheme – 550 GEL per year
Remote Services:					
Digital Banking				Free	
SMS Banking				Free	
Direct Debit				Free (Unlimited)	
Standing Order				Free (Unlimited)	
Loyalty Program					
Loyalty Program (Cashback and Discounts)		✓	✓	✓	✓
Interest Accrual:					
Interest Accrual on Universal Account Balances in The Following Currencies:	GEL - 3.00% USD - 0.50% EUR - 0.20%	GEL - 3.00% USD - 0.50% EUR - 0.20%	GEL - 3.00% USD - 0.50% EUR - 0.20%	N/A	
Term Deposits and Certificate of Deposits <sup>35</sup>	Published Rates +0.15%	Published Rates +0.15%	Published Rates +0.15%	Published Rates +0.15%	
Interest Accrual on Savings Account	Published Rates +0.5% in GEL,  Published Rates +0.15% in USD, EUR and GBP	Published Rates +0.5% in GEL,  Published Rates +0.15% in USD, EUR and GBP	Published Rates +0.5% in GEL,  Published Rates +0.15% in USD, EUR and GBP	Published Rates +0.5% in GEL, Published Rates +0.15% in USD, EUR and GBP	Published Rates +0.15% in USD, EUR and GBP
Interest Accrual on Savings Account Meti	GEL – 9.5% USD – 0.65% EUR – 0.4% GBP – 0.25%	GEL – 9.5% USD – 0.65% EUR – 0.4% GBP – 0.25%	GEL – 9.5% USD – 0.65% EUR – 0.4% GBP – 0.25%	GEL – 9.5% USD – 0.65% EUR – 0.4% GBP – 0.25%	EUR – 0.4% GBP – 0.25%
Accounts and Cards:					
Universal Account Opening Fee				Free	
Universal Account Service Fee				Free	
Universal Account Currencies				GEL /USD/EUR/GBP	
Number of Universal Accounts	Unlimited	Unlimited	Unlimited	Unlimited	
Currency Priority / Spending Scheme Amendment				Free	
Savings Account/Savings Account Meti Opening Fee				Free	
Savings Account/Savings Account Meti Service Fee				Free	
Savings Account/Savings Account Meti Currencies				GEL/USD/EUR/GBP	
Number of Savings Account/Savings Account Meti	Unlimited	Unlimited	Unlimited	Unlimited	
Special Currency Account Opening Fee				Free	
Special Currency Account Service Fe				Free	

<sup>33</sup> For non-resident Clients receiving/wishing to receive personal Banking Services, the one-time fee for document verification/examination is 250 (two hundred and fifty) GEL, which will be deducted from the Client's Bank account(s).

<sup>34</sup> If during the month, the average positive balance of Client's banking products (current account(s), any type of deposit) in the Bank, who owns the "Standard +" package, does not amount to or does not exceed 100,000 (one hundred thousand) USD or equivalent in other currencies, the Bank is authorized to deduct an additional 100 (one hundred) GEL from the Client's Account(s) as a package service fee.

<sup>35</sup> The Bank is authorized not to accrue the specified increased interest rate to the Client's term deposit/certificate of deposit in the event/period of the promotion on the relevant product in the Bank.

Special Currency Accounts	<ul style="list-style-type: none"><li>• Russian Ruble (RUB)</li><li>• Swiss Franc (CHF)</li><li>• Turkish Lira (TRY)</li><li>• Japanese Yen (JPY)</li><li>• Azerbaijan Manat (AZN)</li><li>• Armenian Dram (AMD)</li><li>• U.A.E.Dirham (AED)</li><li>• Australian Dollar (AUD)</li><li>• Canadian Dollar (CAD)</li></ul>				
Number of Special Currency Accounts	Unlimited	Unlimited	Unlimited	Unlimited	
Primary/Additional Card(s):					
Debit Cards <sup>36</sup>	<ul style="list-style-type: none"><li>• Visa Infinite/MasterCard World Elite</li><li>• Visa Platinum</li><li>• Visa Gold / MasterCard Gold</li><li>• Visa Classic /MasterCard Standard</li></ul>	<ul style="list-style-type: none"><li>• Visa Infinite/MasterCard World Elite</li><li>• Visa Platinum</li><li>• Visa Gold / MasterCard Gold</li><li>• Visa Classic /MasterCard Standard</li></ul>	<ul style="list-style-type: none"><li>• Visa Infinite/MasterCard World Elite</li><li>• Visa Platinum</li><li>• Visa Gold / MasterCard Gold</li><li>• Visa Classic /MasterCard Standard</li></ul>	<ul style="list-style-type: none"><li>• Visa Infinite/MasterCard World Elite</li><li>• Visa Platinum</li><li>• Visa Gold / MasterCard Gold</li><li>• Visa Classic /MasterCard Standard</li></ul>	
Primary Card	Free				
Additional Card(s)	Free				
Lost / Damaged Card(s) Replacement	Free				
Card Validity Term	4 years				
Required Minimum Balance	N/A				
POS Purchases	Free				
Block the Card in Local Stop-list	Free				
Block the Card in International Stop-list	GEL 80.00 for each region, per week				
PIN Change via ATM	Free				
Check Balance at Liberty Bank's ATMs	Free				
Check Balance at Partner Banks' ATMs	Free				
Check Balance at Other Banks' ATMs	Free				
Urgent Card Issuance	Free				
Credit Card <sup>37</sup>	Terms and Conditions of Credit Card are defined by the "Credit Card Terms" available on the Bank's website <a href="http://www.libertybank.ge">http://www.libertybank.ge</a>				
Cash Deposit / Withdrawals					
Cash Deposit on Universal Account	Free				
ATM cash deposit currency	GEL/USD/EUR				
Cash Withdrawal from Universal Account <sup>38</sup>	<div>Deposited in Cash via any channel - Free;</div> <div>Otherwise:<ul style="list-style-type: none"><li>• GEL - 0.10%</li><li>• USD/EUR/GBP - 0.20%</li></ul></div>	<div>Deposited in Cash via any channel - Free;</div> <div>Otherwise:<ul style="list-style-type: none"><li>• GEL - 0.10%</li><li>• USD/EUR/GBP - 0.20%</li></ul></div>	Free	<div>Deposited in Cash via any channel - Free;</div> <div>Otherwise:<ul style="list-style-type: none"><li>• GEL - 0.10%</li><li>• USD/EUR/GBP - 0.20%</li></ul></div>	
Cash Deposit to Savings Account/Savings Account Meti	Free				
Cash Withdrawal from Savings Account/Savings Account Meti	<div>Deposited in Cash via any channel - Free;</div> <div>Otherwise:</div>	<div>Deposited in Cash via any channel - Free;</div> <div>Otherwise:</div>	Free	<div>Deposited in Cash via any channel - Free;</div> <div>Otherwise:</div>	

<sup>36</sup> The first Card given in the Cards list represents the mandatory Card/type. MasterCard World Elite Card will also be added as a mandatory Card type in packages purchased from February 26, 2024.

<sup>37</sup> The decision about issuing a credit card is made at the Bank's sole discretion based on the assessment of the Client's solvency. The purchase of the tariff package by the Client does not oblige the Bank to issue a credit card in any case.

<sup>38</sup> The fee for withdrawing funds from the account does not apply to the withdrawal of a term deposit amount and the interest accrued on it, except for the cases where the deposit is breached/terminated within 1 month from its opening date. In such cases, the withdrawal fee specified in the client's respective tariff package will apply to the deposit amount.

	<ul style="list-style-type: none"> <li>• GEL - 0.10%</li> <li>• USD/EUR/GBP - 0.20%</li> </ul>	Otherwise: <ul style="list-style-type: none"> <li>• GEL - 0.10%</li> <li>• USD/EUR/GBP - 0.20%</li> </ul>		<ul style="list-style-type: none"> <li>• GEL - 0.10%</li> <li>• USD/EUR/GBP - 0.20%</li> </ul>	
Cash Deposit on Special Currency Accounts	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - 2.00%</li> <li>• Swiss Franc (CHF) - 2.50%</li> <li>• Turkish Lira (TRY) - 2.50%</li> <li>• Japanese Yen (JPY) - 2.50%</li> <li>• Azerbaijan Manat (AZN) - 2.50%</li> <li>• Armenian Dram (AMD) - 2.50%</li> <li>• U.A.E Dirham (AED) - 4.50%</li> <li>• Australian Dollar (AUD) - 4.50%</li> <li>• Canadian Dollar (CAD) - 4.50%</li> </ul>	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - 2.00%</li> <li>• Swiss Franc (CHF) - 2.50%</li> <li>• Turkish Lira (TRY) - 2.50%</li> <li>• Japanese Yen (JPY) - 2.50%</li> <li>• Azerbaijan Manat (AZN) - 2.50%</li> <li>• Armenian Dram (AMD) - 2.50%</li> <li>• U.A.E Dirham (AED) - 4.50%</li> <li>• Australian Dollar (AUD) - 4.50%</li> <li>• Canadian Dollar (CAD) - 4.50%</li> </ul>	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - 2.00%</li> <li>• Swiss Franc (CHF) - 2.50%</li> <li>• Turkish Lira (TRY) - 2.50%</li> <li>• Japanese Yen (JPY) - 2.50%</li> <li>• Azerbaijan Manat (AZN) - 2.50%</li> <li>• Armenian Dram (AMD) - 2.50%</li> <li>• U.A.E Dirham (AED) - 4.50%</li> <li>• Australian Dollar (AUD) - 4.50%</li> <li>• Canadian Dollar (CAD) - 4.50%</li> </ul>	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - 2.00%</li> <li>• Swiss Franc (CHF) - 2.50%</li> <li>• Turkish Lira (TRY) - 2.50%</li> <li>• Japanese Yen (JPY) - 2.50%</li> <li>• Azerbaijan Manat (AZN) - 2.50%</li> <li>• Armenian Dram (AMD) - 2.50%</li> <li>• U.A.E Dirham (AED) - 4.50%</li> <li>• Australian Dollar (AUD) - 4.50%</li> <li>• Canadian Dollar (CAD) - 4.50%</li> </ul>	
Cash Withdrawal from Special Currency Accounts	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - Free</li> <li>• Swiss Franc (CHF) - 2.50%</li> <li>• Turkish Lira (TRY) - 2.50%</li> <li>• Japanese Yen (JPY) - 2.50%</li> <li>• Azerbaijan Manat (AZN) - 2.50%</li> <li>• Armenian Dram (AMD) - 2.50%</li> <li>• U.A.E Dirham (AED) - 4.50%</li> <li>• Australian Dollar (AUD) - 4.50%</li> <li>• Canadian Dollar (CAD) - 4.50%</li> </ul>	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - Free</li> <li>• Swiss Franc (CHF) - 2.50%</li> <li>• Turkish Lira (TRY) - 2.50%</li> <li>• Japanese Yen (JPY) - 2.50%</li> <li>• Azerbaijan Manat (AZN) - 2.50%</li> <li>• Armenian Dram (AMD) - 2.50%</li> <li>• U.A.E Dirham (AED) - 4.50%</li> <li>• Australian Dollar (AUD) - 4.50%</li> <li>• Canadian Dollar (CAD) - 4.50%</li> </ul>	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - Free</li> <li>• Swiss Franc (CHF) - 2.50%</li> <li>• Turkish Lira (TRY) - 2.50%</li> <li>• Japanese Yen (JPY) - 2.50%</li> <li>• Azerbaijan Manat (AZN) - 2.50%</li> <li>• Armenian Dram (AMD) - 2.50%</li> <li>• U.A.E Dirham (AED) - 4.50%</li> <li>• Australian Dollar (AUD) - 4.50%</li> <li>• Canadian Dollar (CAD) - 4.50%</li> </ul>	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - Free</li> <li>• Swiss Franc (CHF) - 2.50%</li> <li>• Turkish Lira (TRY) - 2.50%</li> <li>• Japanese Yen (JPY) - 2.50%</li> <li>• Azerbaijan Manat (AZN) - 2.50%</li> <li>• Armenian Dram (AMD) - 2.50%</li> <li>• U.A.E Dirham (AED) - 4.50%</li> <li>• Australian Dollar (AUD) - 4.50%</li> <li>• Canadian Dollar (CAD) - 4.50%</li> </ul>	
Cash Withdrawal from the Bank's ATMs	Free				
Cash Withdrawal from Partner Banks' ATMs in Georgia*	Free				
Cash Withdrawal from Partner Banks' Branches*	1.50%, min. GEL6.00	1.50%, min. GEL6.00	Free	1.50%, min. GEL6.00	
Cash Withdrawal from Other Banks' Branches	1.50%, min. GEL6.00	1.50%, min. GEL6.00	1.00%, до 5. GEL2.00	1.50%, min. GEL6.00	
Cash Withdrawal from Other Banks' ATMs in Georgia	1.00%, min. GEL2.00	1.00%, min. GEL2.00	Free	1.00%, min. GEL2.00	
Cash Withdrawal from Other Banks' ATMs Outside Georgia	1.50%, min. GEL6.00	1.50%, min. GEL6.00	Free	1.50%, min. GEL6.00	
<b>Money Transfers/Payments and Currency Conversion</b>					
Money Transfer Between Own Accounts and Inside the Bank in Any Currency	Free				
Money Transfer via Digital Banking Through Personal Number Inside the Bank in National Currency	Free				
Money Transfer via Digital Banking Through Mobile Phone Number Inside the Bank in National Currency	<ul style="list-style-type: none"> <li>• Up to 20 GEL - Free;</li> <li>• Above 20 GEL - 1 GEL;</li> </ul>				



Money Transfer Outside the Bank in GEL		GEL 0.50	GEL 0.50	GEL 0.50	GEL 0.50	
Money Transfer Outside the Bank in USD		• USD15.00  • Guaranteed Transfer - Transfer Fee + USD 20.00	• USD15.00  • Guaranteed Transfer - Transfer Fee + USD 20.00	• USD 10.00  • Guaranteed Transfer - Transfer Fee + USD 20.00	0.1%. min.- USD15.00, max.-USD150  • Guaranteed Transfer - Transfer Fee + USD 20.00	
Money Transfer Outside the Bank in EUR		• EUR15.00  • Guaranteed Transfer - Transfer Fee + EUR 20.00	• EUR15.00  • Guaranteed Transfer - Transfer Fee + EUR 20.00	• EUR 10.00  • Guaranteed Transfer - Transfer Fee + EUR 20.00	0.1%. min.- EUR 15.00, max.- EUR 150  • Guaranteed Transfer - Transfer Fee + EUR 20.00	
Money Transfer Outside the Bank in GBP		GBP15.00	GBP15.00	GBP 10.00	0.1%. min.- GBP 15.00, max.- GBP 150	
Money Transfer Outside the Bank in The Following Currencies:						
Russian Ruble (RUB)		RUB 1,200.00	RUB 1,200.00	RUB 1,200.00	RUB 1,200.00	
Swiss Franc (CHF)		CHF 30.00	CHF 30.00	CHF 30.00	CHF 30.00	
Turkish Lira (TRY)		TRY 100.00	TRY 100.00	TRY 100.00	TRY 100.00	
Japanese Yen (JPY)		JPY 2,500.00	JPY 2,500.00	JPY 2,500.00	JPY 2,500.00	
Azerbaijan Manat (AZN)		AZN 40.00	AZN 40.00	AZN 40.00	AZN 40.00	
Armenian Dram (AMD)		AMD 10,000.00	AMD 10,000.00	AMD 10,000.00	AMD 10,000.00	
U.A.E. Dirham (AED) <sup>39</sup>		0.3% min AED 350.00, max AED800	0.3% min AED 350.00, max AED800	0.3% min AED 350.00, max AED800	0.3% min AED 350.00, max AED800	
Australian Dollar (AUD)		AUD 30.00	AUD 30.00	AUD 30.00	AUD 30.00	
Canadian Dollar (CAD)		CAD 30.00	CAD 30.00	CAD 30.00	CAD 30.00	
Amendment/Investigation of Transaction		USD or RUR - USD 55, Other Currencies - EUR 55  In case of U.A.E. Dirham (AED): Investigation of Transaction in less than 90 days - AED 50 Investigation of Transaction in more than 90 days - AED 350				
Payments via Digital Banking		The fee(s) set forth for each provider when performing transactions via Digital Banking are available at the following link: <a href="https://libertybank.ge/_cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf">https://libertybank.ge/_cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf</a>				
Currency Conversion		At Bank's Commercial Rate				
VISA Direct or MasterCard MoneySend Transfer Fees						
To Bank's Cards						
- Fee		0.50% min. GEL 1.00				
- Daily Transfer Limit		GEL 5,000				
To Other Banks' Cards						
- Fee		1.50% min. GEL 5.00				
- Daily Transfer Limit		GEL 5,000				
Restrictions on Operations from the Account						
Transaction Limit on Money Transfers via Digital Banking Through Mobile Phone Number or Personal Number		GEL 5000;				

<sup>39</sup> The Client is authorized to apply to the Bank with the request to cancel the transfer and/or refund the amount. Cancellation of the transfer and/or refund depends on the provider of the recipient and the Bank shall not be liable for the inability to cancel the transfer and/or refund the amount for any reason. The Client is obliged to pay the following fees for canceling the transfer and/or initiating a refund, regardless of the outcome:

Transfer cancellation - AED 300

Refund due to incorrect details - AED 200

24hr Limit on Money Transfers Via Digital Banking Through Mobile Phone Number or Personal Number		<ul style="list-style-type: none"><li>Maximum number of allowed transfers - 10 transfers;</li><li>Maximum amount of allowed transfers - GEL 10000;</li></ul>	
Withdrawal and Spending Limits (Equivalent in GEL):			
Bank Branches		Unlimited	
24-hour ATM Withdrawal Limit		<ul style="list-style-type: none"><li>• Visa Classic /MasterCard Standard - GEL 5,000</li><li>• Visa Gold / MasterCard Gold - GEL10,000</li><li>• Visa Platinum - GEL15,000</li><li>• Visa Infinite/MasterCard World Elite - GEL20,000</li></ul>	
Weekly ATM Withdrawal Limit		<ul style="list-style-type: none"><li>• Visa Classic /MasterCard Standard - GEL25,000</li><li>• Visa Gold / MasterCard Gold - GEL50,000</li><li>• Visa Platinum - GEL75,000</li><li>• Visa Infinite/MasterCard World Elite - GEL100,000</li></ul>	
24-hour Limit at Merchants		<ul style="list-style-type: none"><li>• Visa Classic / MasterCard Standard - GEL10,000</li><li>• Visa Gold / MasterCard Gold - GEL30,000</li><li>• Visa Platinum - GEL50,000</li><li>• Visa Infinite/MasterCard World Elite - GEL100,000</li></ul>	
24-hour Withdrawal Limits at Other Banks' Branches		<ul style="list-style-type: none"><li>• Visa Classic /MasterCard Standard - GEL15,000</li><li>• Visa Gold / MasterCard Gold - GEL30,000</li><li>• Visa Platinum - GEL45,000</li><li>• Visa Infinite/MasterCard World Elite - GEL50,000</li></ul>	
Daily limit for depositing amount by using ATM		30 000 GEL (Equivalent in currency)	-
The number of banknotes allowed in the ATM cash receiver		300 banknotes	
Restrictions on Card Transactions			
Without the Client’s further consent, the transactions shall be restricted on the following MCC codes: <sup>40</sup>		(a) 7995 - Betting (b) 5967 - Direct Marketing -Inbound Teleservices Merchant	

<sup>40</sup> The restriction will automatically apply to cards issued from June 1, 2021. Those clients who use the card issued before June 1, 2021, should apply to the bank in accordance with the rules established by the bank in order to extend the said restriction.

Annex №8 – Fees and Conditions of Studio Segment Service<sup>41</sup>

Products / Services	studio Premium Package GEL 30 per month/ GEL 300 per year	studio digital Package GEL 20 per month / GEL 200 per year
Remote Services:		
Digital Banking	Free	
SMS Banking	Free	
Direct Debit	Free (Unlimited)	
Standing Order	Free (Unlimited)	
Accounts and Cards:		
Universal Account Opening Fee	Free	
Universal Account Service Fee	Free	
Universal Account Currencies	GEL /USD/EUR/GBP	
Number of Universal Accounts	Having up to four accounts is permitted.	
Currency Priority / Spending Scheme Amendment	Free	
Interest Accrual on Universal Account	GEL - 3.5% if balance >1000 ₾	
Penalty for unauthorized spending of money on Service universal account for loan	Annual 48.00% of the amount spent calculated on each calendar day of overspending	
Savings Account/Savings Account Meti Opening Fee	Free	
Savings Account/Savings Account Meti Service Fee	Free	
Savings Account/Savings Account Meti Currencies	GEL /USD/EUR/GBP	
Interest Accrual on Savings Account Meti	GEL – Standard9% +0,5%	
Interest Accrual on Savings Account	GEL – Standard 4% + 0.10%*	
Number of Savings Account/Savings Account Meti	Four pairs are allowed (GEL/USD/EUR/GBP) Account ownership	
Special Currency Account Opening Fee	Free	
Special Currency Account Service Fee	Free	
Special Currency Accounts	<ul style="list-style-type: none"><li>• Russian Ruble (RUB)</li><li>• Swiss Franc (CHF)</li><li>• Turkish Lira (TRY)</li><li>• Japanese Yen (JPY)</li><li>• Azerbaijan Manat (AZN)</li><li>• Armenian Dram (AMD)</li><li>• U.A.E.Dirham (AED)</li><li>• Australian Dollar (AUD)</li><li>• Canadian Dollar (CAD)</li></ul>	
Number of Special Currency Accounts	It is allowed to have a maximum of 9 accounts in a specific currency.	
Dormant Account Service Fee	Free	
Main/additional plastic cards linked to a universal account		
Debit Cards	Visa Platinum / MC World Elite	
Card account currency	GEL/USD/EUR/GBP	
The Fee for Issuing a Basic Card	Free	
The Fee for Issuing a Additional Card	Free	
Lost / Damaged Card(s) Replacement	Free	
Permitted Number of Cards	3 pieces	
Card validity period	4 year	
Required Minimum Balance	N/A	
POS Purchases	Free	
Block the Card in Local Stop-list	Free	
Block the Card in International Stop-list	GEL 80.00 for each region, per week	
PIN Change via ATM	Free	
Check balance in ATMs in Georgia	Free	
Check ATM balance in ATMs abroad	1.00 GEL	
Urgent Card Issuance	Free	
Cash Deposit / Withdrawals		
Cash Deposit on Universal Account	Free	
Cash Withdrawal from Universal Account <sup>42</sup>	<ul style="list-style-type: none"><li>• GEL - 0.10%, min. 0.10 GEL</li><li>• USD/EUR/GBP - 0.20%, min 0.20</li></ul>	
Cash Deposit to Savings Account	Free	
Cash Withdrawal from Savings Account/Savings Account Meti	Deposited in Cash via any channel - Free;  Otherwise: <ul style="list-style-type: none"><li>• GEL - 0.10%, min. 0.10 GEL</li><li>• USD/EUR/GBP - 0.20%, min. 0.20</li></ul>	
Cash Deposit on Special Currency Accounts	<ul style="list-style-type: none"><li>• Russian Ruble (RUB) - 3.00%</li><li>• Swiss Franc (CHF) - 3.00%</li><li>• Turkish Lira (TRY) - 3.00%</li><li>• Japanese Yen (JPY) - 3.00%</li><li>• Azerbaijan Manat (AZN) - 3.00%</li><li>• Armenian Dram (AMD) - 3.00%</li></ul>	

<sup>41</sup> The mandatory products included in the mandatory package(s) under the Studio segment service are: Universal Account, Savings Deposit/Savings Deposit "More," and Debit Cards. These mandatory products will be automatically opened for the client when purchasing the package. However, if the client already holds a mandatory product as part of a specific package, the product will not need to be reopened when switching to a different package.

<sup>42</sup> The fee for withdrawing funds from the account does not apply to the withdrawal of a term deposit amount and the interest accrued on it, except for the cases where the deposit is breached/terminated within 1 month from its opening date. In such cases, the withdrawal fee specified in the client's respective tariff package will apply to the deposit amount.

	<ul style="list-style-type: none"> <li>• U.A.E Dirham (AED) - 5.00%</li> <li>• Australian Dollar (AUD) - 5.00%</li> <li>• Canadian Dollar (CAD) - 5.00%</li> </ul>
Cash Withdrawal from Special Currency Accounts	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - 0.50%</li> <li>• Swiss Franc (CHF) - 3.00%</li> <li>• Turkish Lira (TRY) - 3.00%</li> <li>• Japanese Yen (JPY) - 3.00%</li> <li>• Azerbaijan Manat (AZN) - 3.00%</li> <li>• Armenian Dram (AMD) - 3.00%</li> <li>• U.A.E Dirham (AED) - 5.00%</li> <li>• Australian Dollar (AUD) - 5.00%</li> <li>• Canadian Dollar (CAD) - 5.00%</li> </ul>
Cash Withdrawal from the Bank's ATMs	Free
Cash Withdrawal from Partner Banks' ATMs in Georgia (TBC / TERA / CARTU)	Free
Cash Withdrawal from Partner Banks' Branches (TBC / TERA / CARTU)	2.00%, min. 6.00 GEL
Cash Withdrawal from Other Banks' Branches	2.00%, min. 6.00 GEL
Cash Withdrawal from Other Banks' ATMs in Georgia	1.00%, min. 2.00 GEL
Cash Withdrawal from Other Banks' ATMs Outside Georgia	2.00%, min. 6.00 GEL
<b>Money Transfers/Payments and Currency Conversion</b>	
Money Transfer Between Own Accounts and Inside the Bank in Any Currency	Free
Money Transfer Outside the Bank in GEL	1 GEL
Money Transfer Outside the Bank in USD	<ul style="list-style-type: none"> <li>• Fixed- 10.00 USD</li> <li>• Guaranteed Transfer - Transfer Fee 25.00 USD</li> </ul>
Money Transfer Outside the Bank in EUR	<ul style="list-style-type: none"> <li>• Fixed- 10.00 EUR</li> <li>• Guaranteed Transfer - Transfer Fee 25.00 EUR</li> </ul>
Money Transfer Outside the Bank in GBP	Fixed- 10.00 GBP
<b>Money Transfer Outside the Bank in The Following Currencies:</b>	
Russian Ruble (RUB)	1 200.00 RUB
Swiss Franc (CHF)	30.00 CHF
Turkish Lira (TRY)	100.00 TRY
Japanese Yen (JPY)	2 500.00 JPY
Azerbaijan Manat (AZN)	40.00 AZN
Armenian Dram (AMD)	10 000.00 AMD
U.A.E. Dirham (AED)	75.00 AED
Australian Dollar (AUD)	30.00 AUD
Canadian Dollar (CAD)	30.00 CAD
Amendment/Investigation of Transaction	<ul style="list-style-type: none"> <li>• USD or RUR - 55 USD</li> <li>• Other Currencies - 55 EUR</li> </ul>
Currency conversion	At Bank's Commercial Rate
<b>Card transaction limits</b>	
Withdrawal limit at Bank's branches	unlimited
24 hour withdrawal limit at the Bank's POS terminal	• Visa Platinum / MC World Elite - 80 000 GEL (Equivalent in currency)
24 hour Bank ATM Withdrawal Limit	• Visa Platinum / MC World Elite - 50 000 GEL (Equivalent in currency)
24 Hour Payment Limit at Retail/Service Outlets <sup>43</sup>	• Visa Platinum / MC World Elite - 160 000 GEL (Equivalent in currency)
Weekly ATM limit	• Visa Platinum / MC World Elite - 150 000 GEL (Equivalent in currency)

<sup>43</sup> Includes the limit for purchases, payments, prepayments, refunds, and other non-cash transactions such as card transfers and deposits.

## Annex №9 - Fees and Conditions for Remittance Package

Product / Service	Remittance Package
Remote service	
Digital banking	Free
SMS Banking	Free
Direct Debit	Free (unlimited)
Standing Order	Free (unlimited)
Interest Accrual:	
Interest Accrual on Universal Account	N/A
Interest Accrual on savings account	Standard %
Interest Accrual on Savings Account Meti	GEL – 9 % USD – 0.5 % EUR – 0.25 % GBP - 0.1 %
Debit accounts and cards	
Universal Account Opening Fee	Free
Universal Account Service Fee	Free
Universal Account Currencies	GEL /USD/EUR/GBP
Permitted number of universal accounts	One account is allowed
Currency Priority / Spending Scheme Amendment	Free
Penalty for unauthorized spending of money on the Universal Account	Annual 48.00% of the amount spent calculated on each calendar day of overspending
Agro Account Opening Fee	Free
Agro Account Service Fee	Free
Savings Account/Savings Account Meti Opening Fee	Free
Savings Account/Savings Account Meti Service Fee	Free
Savings Account/Savings Account Meti Currencies	GEL /USD/EUR/GBP
Permitted amount of savings Account/Savings Account Meti (both individually and collectively)	Five pairs of (GEL/USD/EUR/GBP) accounts are allowed
Special Currency Account Opening Fee	Free
Special Currency Account Service Fee	Free
Special Currency Accounts	<ul style="list-style-type: none"> <li>• Swiss Franc (CHF)</li> <li>• Turkish Lira (TRY)</li> <li>• Japanese Yen (JPY)</li> <li>• Azerbaijani Manat (AZN)</li> <li>• Armenian Dram (AMD)</li> <li>• U.A.E. Dirham (AED)</li> <li>• Australian Dollar (AUD)</li> <li>• Canadian Dollar (CAD)</li> </ul>
Allowable number of special currency account	Max. allowable nine accounts in special currencies
Inactive Account service fee	3.00 GEL a month
Primary/Additional card(s) on Universal Account	
Debit Cards	Pre-made Visa Classic / MC Standard nameless card – max. 2 card
	Visa Classic / MC Standard name card – max. 2 card
	Agro card
Primary card	Free
Additional card	Visa Classic/MC Standard - 10.00 GEL
Lost/Damaged Card Replacement	Visa Classic/MC Standard - 10.00 GEL
Card Validity Term	4 Years
Required Minimum Balance	N/A



POS Purchases	Free
Block the Card in Local Stop-list	Free
Block the Card in International Stop-list	Block the Card in International Stop-list
PIN Change via ATM	Free
Check Balance at ATM located in Georgia	Free
check Balance at ATM located abroad	1.00 GEL
Urgent Card Issuance	Card price + 5.00 GEL

Credit card <sup>44</sup>	
Credit card	The rules, conditions and rates for using a credit card are determined by the "Credit Card Terms" posted on the bank's website <a href="http://www.libertybank.ge">http://www.libertybank.ge</a>

Cash Deposit / Withdrawals	
Cash Deposit on Universal Account	Free
ATM cash deposit currency	GEL/USD/EUR
Cash Withdrawal from Universal Account <sup>45</sup>	GEL - 0.20%, min. 0.50 GEL USD/EUR/GBP - 0.40%, min. 0.50 unit
Cash Deposit on Savings Account/Savings Account Meti	Free
Cash Withdrawal from Savings Account/Savings Account Meti <sup>46</sup>	Within the limits of the amount deposited in cash through any channel - Free <sup>47</sup> ; In other case; GEL - 0.20%, min. 0.50 GEL USD/EUR/GBP - 0.40%, min. 0.50 unit
Cash Deposit on Special Currency Accounts	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - 3.00%</li> <li>• Swiss Franc (CHF) - 3.00%</li> <li>• Turkish Lira (TRY) - 3.00%</li> <li>• Japanese Yen (JPY) - 3.00%</li> <li>• Azerbaijani Manat (AZN) - 3.00%</li> <li>• Armenian Dram (AMD) - 3.00%</li> <li>• U.A.E Dirham (AED) - 5%</li> <li>• Australian Dollar (AUD) - 5.00%</li> <li>• Canadian Dollar (CAD) - 5.00%</li> </ul>
Cash Withdrawal from Special Currency Accounts	<ul style="list-style-type: none"> <li>• Russian Ruble (RUB) - 0.50%</li> <li>• Swiss Franc (CHF) - 3.00%</li> <li>• Turkish Lira (TRY) - 3.00%</li> <li>• Japanese Yen (JPY) - 3.00%</li> <li>• Azerbaijani Manat (AZN) - 3.00%</li> <li>• Armenian Dram (AMD) - 3.00%</li> <li>• UAE Dirham (AED) - 5%</li> <li>• Australian Dollar (AUD) - 5.00%</li> <li>• Canadian Dollar (CAD) - 5.00%</li> </ul>
Cash Withdrawal from Liberty Bank's ATMs	From Remittance Card – free Standard - 0.20%, min. 0.20 GEL <sup>48</sup>
Cash Withdrawal from Partner Banks' ATMs	0.60%, min. 0.20 GEL
Cash Withdrawal from Partner Banks' Branches	2.00%, min. 6.00 GEL
Cash Withdrawal from Other Banks' Branches	2.00%, min. 6.00 GEL

<sup>44</sup> The decision about issuing a credit card is made at the Bank's sole discretion based on the assessment of the Client's solvency. The purchase of the tariff package by the Client does not oblige the Bank to issue a credit card in any case.

<sup>45</sup> The fee for withdrawing funds from the account does not apply to the withdrawal of a term deposit amount and the interest accrued on it, except for the cases where the deposit is breached/terminated within 1 month from its opening date. In such cases, the withdrawal fee specified in the client's respective tariff package will apply to the deposit amount.

<sup>46</sup> Cash withdrawal fee determined by the subsequent Tariff Package shall not apply to the withdrawal of the interest accrued on the funds deposited on the savings account/saving account "meti";

<sup>47</sup> (a) If the funds are deposited through the Bank's branch/service-center, the amount can be withdrawn free of charge only in the branch/service-center where the amount was deposited in cash; (b) If the funds are deposited through the ATM and/or LB Pay Device (LB Pay/365) located in the vicinity of the Bank's branch/service-center, the amount can be withdrawn free of charge only at the branch/service-center where the corresponding ATM/LB Pay Device (LB Pay/365) is located. The withdrawal of the amount deposited by any other ATM/LB Pay Device (LB Pay/365) shall be subject to the withdrawal fee determined by the relevant Tariff Package.

<sup>48</sup> Free - for those Clients of the Bank, to whom the card was issued for the purpose of taking advantage of the auto loan;

Cash Withdrawal from Other Banks' ATMs in Georgia	2.00%, min. 6.00 GEL
Cash Withdrawal from Other Bank's ATMs abroad	2.00%, min. 6.00 GEL
Money Transfers and currency conversion:	
Money Transfer Between Own Accounts and Inside Liberty Bank in Any Currency	Free
Money Transfer via Digital Banking Through Personal Number Inside Liberty Bank in National Currency	Free
Money Transfer Via Digital Banking Through Mobile Phone Number Inside Liberty Bank in National Currency	<ul style="list-style-type: none"> <li>• Up to 20 GEL - Free;</li> <li>• Above 20 GEL - 1 GEL;</li> </ul>
Money transfer outside Liberty Bank in GEL	<b>Standard Fee</b>
	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 100,000 GEL and more - 50 GEL Fast Transfer to 10 000 GEL – 1 GEL Above – 10 000 - Free
	<b>Fast Transfer Service Fee</b>
	up to 10 000 GEL – 1 GEL add to Standard Fee Above – 10 000 - Standard Fee
Money transfer outside Liberty Bank in USD	<ul style="list-style-type: none"> <li>• 0.20%, min. 15.00 &amp; max. 150 USD</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 USD</li> </ul>
Money transfer outside Liberty Bank in EUR	<ul style="list-style-type: none"> <li>• 0.20%, min. 15.00 &amp; max. 150 EUR</li> <li>• With the guarantee of depositing the full amount by the recipient - the transfer fee plus 30.00 EUR</li> </ul>
Money transfer outside Liberty Bank in GBP	0.20%, min. 15.00 & max. 150 GBP
Money transfer in other foreign currency outside Liberty Bank:	
Russian Ruble (RUB)	0.20%, min. 1 200.00 & max. 10 000.00 RUB
Swiss Franc (CHF)	0.20%, min. 30.00 & max. 180.00 CHF
Turkish Lira (TRY)	0.20%, min. 100.00 & max. 800.00 TRY
Japanese Yen (JPY)	0.20%, min. 2 500.00 & max. 15 000 JPY
Azerbaijani Manat (AZN)	0.20%, min. 40.00 & max. 300.00 AZN
Armenian Dram (AMD)	0.20%, min. 10 000.00 & max. 90 000.00 AMD
U.A.E Dirham (AED) <sup>49</sup>	0.3%, min. 350.00 & max. 800.00 AED
Australian Dollar (AUD)	0.20%, min. 30.00 & max. 250.00 AUD
Canadian Dollar (CAD)	0.20%, min. 30.00 & max. 250.00 CAD
Amending/inquiring transfer	<ul style="list-style-type: none"> <li>• USD or RUR - 55 USD</li> <li>• Other currency - 55 EUR</li> </ul> <p>In case of U.A.E. Dirham (AED): Investigation of Transaction in less than 90 days - AED 50 Investigation of Transaction in more than 90 days - AED 350 at the bank's commercial rate</p>
Currency conversion	at the bank's commercial rate
Restrictions on Operations from the Account	
Transaction Limit on Money Transfers Via Digital Banking Through Mobile Phone Number or Personal Number	5000 GEL
24-hour limit On Money Transfers Via Digital Banking Through Mobile Phone Number or Personal Number	<ul style="list-style-type: none"> <li>• Maximum number of allowed transfers - 10 transfers;</li> <li>• Maximum amount of allowed transfers - 10000 GEL;</li> </ul>
Payments:	

<sup>49</sup> The Client is authorized to apply to the Bank with the request to cancel the transfer and/or refund the amount. Cancellation of the transfer and/or refund depends on the provider of the recipient and the Bank shall not be liable for the inability to cancel the transfer and/or refund the amount for any reason. The Client is obliged to pay the following fees for canceling the transfer and/or initiating a refund, regardless of the outcome:

Transfer cancellation - AED 300

Refund due to incorrect details - AED 200

Payments via Digital Bank	<b>Fees set for each provider's payment operation through Digital Bank are determined in accordance with the rates posted on the following link:</b> <a href="https://libertybank.ge/_cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf">https://libertybank.ge/_cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf</a>
Limits of card transactions:	
Withdrawal limit in Liberty Bank branches	Unlimited
24-hour withdrawal limit at the bank's POS terminal	15 000 GEL (in eq. currency)
24-hour ATM withdrawal limit <sup>50</sup>	5 000 GEL (in eq. currency)
24-hour limit for payments at trade/service facilities <sup>51</sup>	15 000 GEL (in eq. currency)
Daily limit of depositing money into the account through an ATM	30 000 GEL (in eq. currency)
weekly ATM withdrawal limit	Visa Classic / MC Standard - 25 000 GEL (in eq. currency)
The number of banknotes allowed at one time in the ATM cash receiver	300 banknotes
Restrictions on the use of the card	
With the card, transactions on the following MCC codes are not allowed without the additional consent of the customer <sup>52</sup>	(a) 7995 - gambling; (b) 5967 - direct marketing, +18 services;

<sup>50</sup> For those Clients of the Bank, to whom the card was issued for the purpose of taking advantage of the auto loan, the mentioned limit is 15,000 GEL (in eq. currency)

<sup>51</sup> Includes purchase, payment, prepayment, refund and other card transfer/deposit type cashless transaction limit

<sup>52</sup> The restriction will automatically apply to cards issued from June 1, 2021. Those clients who use the card issued before June 1, 2021, should apply to the bank in accordance with the rules established by the bank in order to extend the said restriction.

Annex №10 - Fees and Conditions of Social Account<sup>53</sup>

Service	Fees/Conditions
<b>1. Account and Card</b>	
<b>1.1. Basic Conditions</b>	
Social Card issuing	Free of charge
Social Account opening and Service (in GEL)	Free of charge
Replacement of expired card	Free of charge
Card validity term	The Card is valid until the expiration of the day indicated on the card
Additional Card(s) issuing	Free of charge
<b>1.2. Conditions of using the Card</b>	
Withdrawal from the Bank's ATM	Free of charge
Withdrawal from the Bank's service-centres	Free of charge
Withdrawal from Tera bank's ATM	0.50% min 0.50 GEL
Withdrawal from TBC bank's and Cartu bank's ATM	0.50% min 0.50 GEL
Withdrawal from Tera bank's service-centres	0.50% min 0.50 GEL
Withdrawal from other bank's ATMs and service-centres	2.00% min 6.00 GEL
Using the Card in trading and service facilities (including withdrawal from the Bank's Pos-Terminals)	Free of charge
<b>1.3. Limits of using the Card</b>	
24hr ATM Withdrawal Limit	1,000 GEL
Daily limit for depositing amount by using ATM	30 000 GEL (Equivalent in currency)
The number of banknotes allowed in the ATM cash receiver	300 banknotes
Daily limit for withdrawal in the Bank's service-centres	Unlimited
Limit for Using the Card in trading and service facilities (including withdrawal from the Bank's POS-Terminals)	2,000 GEL
Minimum amount of POS-Terminal withdrawal in trading and service facilities	5 GEL
Maximum amount of one-time POS-Terminal withdrawal Transaction in trading and service facilities	The limit of one-time POS-Terminal withdrawal is determined by the merchant, in the amount not exceeding 50 GEL within one transaction.
Limit defined for contactless payment operation with Social Card without entering an Access Code	The amount determined by the rules of the relevant international payment system. In addition, both the Bank and other commercial banks are authorized to set different limits in their payment channels, but not more than the amount determined by the relevant international payment systems.
Daily limit of Child's Card operations	500 GEL
ATM cash deposit currency	GEL/USD/EUR
<b>1.4. Restrictions on Card use</b>	
The following types of operations are not allowed with the Card:	P2P transfers, transfers related to any type of gambling (including state lottery), transfers to electronic wallets
E-commerce is only allowed to make utility payments on the following website(s):	<a href="http://www.pay.ge">www.pay.ge</a>
<b>1.5. Other banking service</b>	
Checking balance in ATMs placed in Georgia	Free of charge
Checking balance in ATMs placed outside of Georgia	1.00 GEL
Replacement of damageg or lost Card	Free of charge
Block the Card in the local stop-list	Free of charge
Block the Card in the international stop-list	-
Changing PIN code via the Bank's ATM	Free of charge
Receiving PIN code via the Bank's ATM	Free of charge
Receiving PIN code via PIN envelope	
Within 3 (three) Working Days	2.00 GEL
Within 14 calendar days	Free of charge
Expedited Card issuing service <sup>54</sup>	Free of charge
<b>2. Standing Order</b>	
<b>2.1. Activation and use of service</b>	
Activation and use of Standing Order	Free of charge
<b>2.2. Transferring money using Standing Order</b>	
Within the amount of social benefit	Free of charge
Within the any amount other than Social Benefit	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 100,000 GEL and above - 50 GEL
<b>2.3. Transfer currency</b>	

<sup>53</sup> In cases Transactions on the Social Account are performed with the funds that are not Social Security funds, fees for such Transactions are defined according to the rates established for Universal Account.<sup>54</sup> Expedited Card issuing service means issuing the Card for the Client within 1 Working Day – in the Territory of Tbilisi city, and within no later than 10 Working Days within the other regions of Georgia.

Currency	GEL
<b>2.4. Options of transfer</b>	
Option 1	Predetermined amount
Option 2	Amount available on the account
<b>2.5. Options of transfer frequency</b>	
Option 1	One-time
Option 2	Once in a month
<b>2.6. Other conditions</b>	
Duration of transfer attempts in case of insufficient funds	During 10 calendar days
<b>3. SMS Bank</b>	
<b>3.1. Activation and use of service</b>	
Activation and use of SMS Bank	Free of charge
<b>4. Digital Bank</b>	
<b>4.1. Activation and use of service</b>	
Activation and use of Digital Bank	Free of charge
<b>5. Billing</b>	
Payment of utility bills related to the payment of electricity, water, cleaning and gas fees for the benefit of Preferential Subscribers (one subscriber with one provider):	Free of charge
Payments for the benefit of other (not Preferential Subscribers) subscribers:	<ul style="list-style-type: none"> <li>- Fees established for payment Transaction via Digital Bank for the benefit of each provider is defined according to the rates available on the following link:  <a href="https://libertybank.ge/cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf">https://libertybank.ge/cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf</a> </li> <li>- Payments via other channels are charged according to the standard rates established in the Bank</li> </ul>



## Annex №11 - Fees and conditions of PAY account

Payment/Transfer fees	
Transfer in national currency to the accounts in other banks	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 100,000 GEL and above - 50 GEL
Transfer in USD to the accounts in other banks	0.50%, minimum 20.00, maximum 500 USD
Transfer in EUR to the accounts in other banks	0.50%, minimum 20.00, Maximum 500 EUR
Money Transfer via Digital Banking through personal number inside the Bank in national currency	Free of charge
Money Transfer via Digital Banking through mobile phone number inside the Bank in national currency	<ul style="list-style-type: none"> <li>Up to 20 GEL – Free of charge;</li> <li>Above 20 GEL - 1 GEL;</li> </ul>
Payments via Digital Banking	<p>- Fees established for payment Transaction via Digital Bank for the benefit of each provider is defined according to the rates available on the following link:</p> <p><a href="https://libertybank.ge/_cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf">https://libertybank.ge/_cdn/92/99/MKnMq_35Q0mrNxMJ4TRshw/%E1%83%93%E1%83%90%E1%83%9C%E1%83%90%E1%83%A0%E1%83%97%E1%83%98%201.pdf</a></p>
Receiving amount credited on the account	
Receiving amount through PAY “nick”	1.00% of credited amount
Daily limit of withdrawal and settlement	
In the Bank's service-centers	Unlimited
Transaction limit on Transfers via Digital Bank through a personal number or mobile phone number	5000 GEL
24 hour Limit on Transfers via Digital Banking through mobile phone number or personal number	<ul style="list-style-type: none"> <li>Maximum number of allowed transfers - 10 transfers;</li> <li>Maximum amount of allowed transfers - 10000 GEL;</li> </ul>
Inactive Account	
Inactive Account monthly fee	3.00 GEL
Other services	
Standing Order	1.00 GEL on each order
Direct Debit	0.5 GEL on each order
Change in priority of currencies	10.00 GEL
Change in priority of balance/overdraft	10.00 GEL
Penalty for unauthorized overdraft on PAY Account	48% of overspent amount that is calculated on each calendar day of overspending

Annex №12 – Fees and Conditions of Agro Account and Agro Card<sup>55</sup>

Tariffs	
Agro account	
Account currency	National currency (GEL)
Transfer of the amount deposited in as cash in national currency to another account of Liberty Bank	Free
Account top-up by transfer from the universal account	Free
Account top-up at Liberty Bank branches and service centers by depositing money from the cash register	Free
Account top-up from the eMoney account (if any)	Free
Account top-up with instant payment (LB Pay/365) device	Free
Daily limit of depositing money into the account through an ATM	30,000 (thirty thousand) GEL
Withdraw money at Liberty Bank service centers <sup>56</sup>	0.2%, min. 0.5 GEL
Transfer of money brought in as cash in national currency to another bank account	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 100,000 GEL and more - 50 GEL
Inactive Agro Account Service Fee	3 GEL
Savings Account/Savings Account Meti Opening	Free
Savings Account/Savings Account Meti Service Fee	Free
Savings Account/Savings Account Meti Currency	GEL/USD/EUR/GBP
Permitted Number of Savings Account/Savings Account Meti (both individually and collectively)	Five pairs of (GEL/USD/EUR/GBP) accounts are allowed
Cash Deposit to the Savings Account/Savings Account Meti	Free
Withdrawal of Money from the Savings Account Account/Savings Account Meti <sup>57</sup>	Within the limits of the amount deposited in cash through the channel where the deposit was made - Free <sup>58</sup> In other case: • GEL – 0.20%, min. 0.50 GEL • USD/EUR/GBP – 0.40%, min. 0.50 units
Interest Accrual	
Interest Accrual on Savings Account	Standard%
Interest Accrual on Savings Account Meti	GEL – 9% USD – 0.5% EUR – 0.25% GBP – 0.1%
Agro Card	
Card type	Pre-produced local bank card
Card name	Pre-produced nameless
Card validity period	10 years
Monthly card service fee	Free
POS Purchases	Free
Block the Card in Local Stop-list	Free
Lost / Damaged Card(s) Replacement	Free
Replacement of an expired card	Free
Card PIN recovery	Free
Penalty for unauthorized spending of money on Agro account	0%
Limits	
Withdraw money from the account from Liberty Bank service centers	Unlimited
POS Purchases	Daily 3000 (three thousand) GEL
Customer loyalty	
Cashback on each transaction, the amount of which is not less than 5 (five) GEL	Not less than 3% (three percent) of the transaction amount

<sup>55</sup> All other operations/transactions that are not provided for in Annex N10 (Agro Account and Card Tariffs and Limits) will not be allowed on the Agro Account and Card, unless otherwise specified by the Bank.  
<sup>56</sup> The fee for withdrawing funds from the account does not apply to the withdrawal of a term deposit amount and the interest accrued on it, except for the cases where the deposit is breached/terminated within 1 month from its opening date. In such cases, the withdrawal fee specified in the client's respective tariff package will apply to the deposit amount.

<sup>57</sup> Cash withdrawal fee determined by the subsequent Tariff Package shall not apply to the withdrawal of the interest accrued on the funds deposited on the savings account;

<sup>58</sup> (a) If the funds are deposited through the Bank's branch/service-center, the amount can be withdrawn free of charge only in the branch/service-center where the amount was deposited in cash; (b) If the funds are deposited through the ATM and/or LB Pay Device (LB Pay/365) located in the vicinity of the Bank's branch/service-center, the amount can be withdrawn free of charge only at the branch/service-center where the corresponding ATM/LB Pay Device (LB Pay/365) is located. The withdrawal of the amount deposited by any other ATM/LB Pay Device (LB Pay/365) shall be subject to the withdrawal fee determined by the relevant Tariff Package.

## Annex №13 – Fees and Conditions of Digital Card

	Digital Card <sup>59</sup>	
	Type of service	Tariff
1.	Card type	Visa Gold MC Gold
2.	Card expiry date	4 (four) years
3.	Digital card service fee	0 GEL
4.	Account type and currency	Multicurrency universal account GEL/USD/EUR/GBP
5.	Minimum balance	Not required
6.	Permitted number of cards	Maximum of 3 (three) cards per account
7.	Permitted number of new accounts opening from Digital Banking channel	Maximum of 5 (five) universal accounts
8.	Permitted number of active Digital Card(s)	Maximum 6 (six) cards in total
9.	Permitted number of activations of Digital Card(s) within 365 days	A total of 6 (six) digital cards are allowed to be activated within 365 days
10.	Permitted number of activations of digital MasterCard World Elite Cards for users of Personal Banking services	A maximum of 2 (two) MasterCard World Elite Digital Card(s) can be activated per Client
11.	Withdraw money from the card	
	Withdraw money from the card at the ATM of Liberty Bank	0.20%, min. 0.20 GEL
	Withdraw money from the card at ATMs of partner banks	0.60%, min. 0.20 GEL
	Withdraw money from the card at ATMs of other banks	2.00%, min. 6.00 GEL
12.	POS Purchases	
	in Georgia / abroad	Free
13.	Card usage limits	
	24-hour ATM withdrawal limit	10 000 GEL
	24 hour buying limit	30 000 GEL
	24-hour withdrawal limit at the bank's POS terminal	30 000 GEL
	ATM withdrawal limit for the week	50 000 GEL
	Daily limit of depositing money into the account through an ATM	30 000 GEL
14.	Restrictions on the use of the card	
	With the card, transactions on the following MCC codes are not allowed without the additional consent of the customer <sup>60</sup>	(a) 7995 - gambling; (b) 5967 - direct marketing, +18 services;
	Other conditions	
15.	Balance check at an ATM located in Georgia	Free
	Balance check at an ATM located abroad	1.00 GEL

<sup>59</sup> These digital card terms apply only to Clients who own "Standard", "Universal", "Premium" or "Extra" package. For the owners of the "Extra +" package, the tariffs and conditions for using the digital card/service are regulated by the "Extra +" package tariffs and conditions.

<sup>60</sup> The restriction will automatically apply to cards issued from June 1, 2021. Those clients who use the card issued before June 1, 2021, should apply to the bank in accordance with the rules established by the bank in order to extend the said restriction.

Annex №14– Fees and Conditions of Additional Service of Card Security

Product / Service	Standard tariff package 5.00 GEL per year	Premium tariff package <sup>61</sup> 10.00 GEL per year
Minimum compensation limit	From 0.00 GEL	From 0.00 GEL
Compensation limit for illegal transactions with a chip card, made without a PIN code or chip	Max. 3000.00 GEL	Max. 5000.00 GEL
Compensation limit for illegal transaction made using internet channels	Max. 700.00 GEL	Max. 1000.00 GEL
Compensation limit for fraudulent contactless, without PIN code verification transactions	Max. 200.00 GEL	Max. 500.00 GEL

<sup>61</sup> Only the “Premium” package can be activated on Visa Platinum and Visa Infinite cards

Annex №15 – Fees and Conditions of Foreign Exchange Service

B-match platform trading service fees

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



**Annex №16 - Rates for Employees of the Organization Included in the Payroll Program**

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

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

**Annex №17 - The Terms of Receipt and Fulfilment of Payment Request**

The schedule below determines the time periods when the Bank may receive the payment request both by presenting before the Bank and by submitting through Remote Banking Service Channels. The schedule also determines the maximum term for the Bank to fulfil the request. For the purposes of the present Annex, the week days from Monday through Friday except the day offs determined under the applicable Law, shall be considered as Working Days.

- The payment request submitted to the Bank on non-Working 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 Working Day.

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