

Annex №5 to the Bank Service Agreement - Card

1. The **Card** is the property of the **Bank**.
2. The **Card** is valid till the end of the month indicated on the **Card**.
3. The **Bank** gives the **PIN Code** to the **Customer** in a sealed envelope or via **SMS** notification sent to the mobile phone fixed by the **Customer** in the **Bank**.
4. The **Card** may be used for:
 - 4.1. Cashing.
 - 4.2. Making **Payment Transactions** in trading and service objects by **POS Terminal**, as well as for making **Online payments**.
 - 4.3. To enroll and/or deposit the money.
 - 4.4. **Currency Exchange**.
5. The daily limit (once every 27 (twenty seven) hours) of cash withdrawal from the **Card** is 1500 (one thousand five hundred) GEL. The **Bank** is authorized to establish different **Limits** to various types of the **Cards** on cash withdrawal from the **ATM**.
6. In case the main currency is not specified in the **Application**, the national currency will be considered automatically as the main currency.
7. The terms specified in the **Agreement** are fully applicable to the **Additional Card/Additional Card Holder**.
8. The **Customer** is responsible for any **Transaction** carried out from the **Additional Card**.
9. The **additional Card** will not be issued and the provisions of the **Additional Card** specified in the **Agreement** will not be applied to the **Cards** offered by the **Bank**, that provide certain benefits and the conditions of the **Cards** are different from the specific conditions of the above-mentioned **Card**, except the case specified directly in the relevant annex (under specific conditions).
10. In case of entering the **PIN Code** three times incorrectly, the **Card** may be detained by the **ATM**. The **Customer** is entitled to apply for the detained **Card** to service center or via **Telephone Banking**.
11. The **Bank** defines **Spending Limits** which may be changed from time to time at the **Bank's** discretion.
12. Without the **Customer's** additional consent and acceptance, the **Bank** will charge the corresponding amount existing on the **Account(s)** for any **Transactions** performed by using the **Card**, including all payments (including **Commission Fees**) payable by the **Customer**.
13. After performing the **Transaction** with the **Card** by the **Customer**, he/she has no right to demand from the **Bank** to cancel this **Transaction**.
14. The **Bank** is entitled to cancel unpaid but already authorized **Transaction**, if the **Bank** has appropriate evidence that the **Transaction** was cancelled.
15. The new **Card/Additional Card** may be produced unilaterally by the **Bank** at its own discretion, or on the basis of **Customer's** relevant **Application**, or on the basis of request by means of communication, according to **Agreement** and/or defined by the **Bank** unilaterally.
16. The **Bank** is entitled to produce the new **Card** and/or **Additional Card** for the **Customer** automatically, due to expiration validity of the **Card** for any reason.
17. In case of producing the new **Card/Additional Card**, the **Bank** will send corresponding notification to the **Customer**, by means of communication determined at its own discretion. In the notification, the **Bank** determines the time period during which the **Customer** is entitled to activate the new **Card/Additional Card** as well as the place where the **Customer** can receive the new **Card/Additional Card**. In addition,

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- activation of the new **Card/Additional Card** is carried out in accordance with rules and procedures established by the **Bank**.
18. Automatic production of the new **Card/Additional Card** will be carried out at **Customer's** expenses. In addition, the **Customer** will be charged immediately for the **Commission Fees** producing new **Card/Additional Card** as established by the **bank**, unless otherwise will be decided by the **bank**.
 19. In case of the **Customer** will not receive/activate the new **Card/Additional Card** within the period specified by the relevant notification, the **Customer** will not be reimbursed with charged **Commission Fee**, unless otherwise will be decided by the **Bank**.
 20. In case of the new **Card/Additional Card** was not produced due to the **Customer's** request or insufficient funds on the **Customer's Account(s)**, the **Bank** will suspend asset **Operations** on the **Account(s)** (withdrawal, transfer or balance reduction in other way) within 14 (fourteen) days since expiry date of the **Card/Additional Card**, if till this time the **Bank** based on the latter's respective request has not produced the new **Card/Additional Card** for the **Customer**.
 21. In case of no new **Card** was produced since the **Card** expiration, the **Card** will be cancelled, recalled or the **Customer's Universal Current Account(s)** will be closed (or transformed into the **Standard Current Account** by any other reason), the **Customer** will be restricted to carry out transfers, withdraw money or use the available funds in other way from the **Account** for 14 (fourteen) days, unless otherwise will be decided by the **Bank**. The abovementioned period may be extended by the **Bank** for 14 (fourteen) additional days.
 22. If the **Card** will be stolen or lost, or the **Customer** will suspect somebody of knowing **PIN Code** or other **Access Code**, the **Customer** is obliged to contact the **Bank** or visit personally the **Bank** immediately, after that the **Bank** will block the **Card**. The **Card** will be unblocked on the base of the application of the **Customer**.
 23. The **Customer** will be responsible for the payable amount, damage/loss as a result of unlawful use of the **Card**, until the **Bank** will be notified about the loss or theft of the **Card**, or about the **Third Parties** knowing **Access Codes** of the **Card**.
 24. The **Customer** is responsible for any **Card Transactions** performed by the **Third Party**, upon the **Customer's** permission and undertakes to fulfill the terms and conditions specified in the **Agreement**.
 25. The **Bank** can suspend, take out of use, or prohibit the use of the **Card**, if the **Bank** will deem it necessary.
 26. In case of the **Customer's** request to block the **Card**, the **Customer** will not be entitled to withdraw money from the **Universal Current Account** without prior consent of the **Bank** and/or otherwise to use the **Card**, until the **Card** will be unblocked.
 27. After blocking the **Card**, the **Bank** is entitled to provide the **Account** services associated with the **Card**, according to the terms of the **Standard Current Account**.
 28. The **Card** will be blocked immediately by the **Bank**, since receiving the notification about loss, theft or unlawful use of the **Card**.
 29. If the **Card** will be found (about blocking of which the **Bank** was notified), the **Customer** is obliged to visit and apply by written request the **Bank** about the cancellation of the **Card** blocking, on the basis of which the **Bank** is entitled to unblock the **Card** of the **Customer**, if the **Card** will not be cancelled or expired at that moment.
 30. The **Customer** will not liable for damage caused by unlawful use of the **Card** if the **Card** is not received (handed over) by the **Customer**.

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31. The **Bank** will not be liable for any **Card Transactions** carried out by the **Third Parties**, the **Customer** will be responsible for mentioned **Transactions**.
32. In case of taking out of use the **Card** or closing the **account**:
 - 32.1. The **Customer** is obliged to cancel all **Standing Orders, Automatic Payments** or other debit **Orders**.
 - 32.2. The **Customer** is obliged to pay immediately any accrued amount on the **Accounts**, with the charged amount due to delayed payment.
 - 32.3. The **Bank** will continue to charge amount accruing, until the full payment of the amounts to the **Bank**.
33. The **Bank** will not review any claims about the lost **Card**, if the rules of informing the **Bank** determined by the **Agreement** are violated by the **Customer/Additional Card holder**.
34. The **Customer** will be responsible for all unlawful **Transactions** by using the **Card**.
35. The **Customer** will be responsible before the **Bank** for all debts associated with the **Account**, including for those that arose as a result of the use of the **Card** and/or **Card** number and/or validity of the **Card** and/or **PIN Code** and/or other **Access Codes**.
36. The **Customer** will be responsible for the **Third Party's** refusal to receive the **Card, Access Codes**, also for **ATM** malfunction, strike or dispute, or any other circumstances that may affect the use of the **Card, Access Codes** and which are not under the **Bank's** control.
37. The **Bank** will not be responsible for the actions related to the cancellation or taking out of use the **Card** by **Third Parties**.
38. The **Cards** equipped with a contactless payment application:
 - 38.1. The **Cards** equipped with the contactless payment application can be used for paying travel fees in the transports.
 - 38.2. The **Bank** is authorized to establish quantitative limits for the travel fee payments.
 - 38.3. If there will not be sufficient amount on the **Universal Current Account** while paying the travel fees by the **Card** equipped with the contactless payment application. The **Bank**, without further consent and acceptance of the **Customer**, will allow an overdraft on the **Customer's Universal Current Account**, in accordance with rules and conditions established in the **Bank**.
 - 38.4. While blocking the **Card** with the contactless payment application, the **Customer** must request to block the **Card** and the contactless payment application as well.
39. The **Bank** is obliged to:
 - 39.1. Write off the amounts from the **Universal Current Account**, in accordance with spending scheme chosen by the **Customer**.
 - 39.2. In case of cancelling or taking out of use the **Card**, return the balance to the **Customer**, within 14 (fourteen) days from the date of giving the **Card** to the **Bank**, otherwise the **Bank** will not be responsible for the **Card** termination.
40. The **Bank** is authorized to:
 - 40.1. Block the **Card** immediately, in case of fixing overspent amount (below the 0 mark) on the **Universal Current Account**.
 - 40.2. Transfer any information (including an **Extract**) to the **Additional Card Holder** associated with the **Additional Card**, including necessary information for the corresponding use of the **Additional Card**.
 - 40.3. If necessary, during the validity period, replace the **Card** with the new one, by giving 14 (fourteen) days prior notice to the **Customer**.

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- 40.4. Provide information about the loss, theft and unlawful use of the **Card** or **Access Codes** to the **Third Parties**, in order to fulfill obligations imposed by the international payment systems.
- 40.5. Write off the amounts of the equivalent **Transactions** carried out from the **Account** before receiving a written notice of the **Card** loss.
- 40.6. Suspend or terminate the validity of the **Card** in case of breaching the **Agreement** by the **Customer** and/or the **Additional Card Holder**, or due to the **Customer's** insolvency.
- 40.7. Suspend the **Card** validity immediately, in case of detecting unlawful **Transactions**, or upon receiving the information from the international payment systems confirming any unlawful usage of the **Card**.
- 40.8. Cancel the **Card** or/and close the relevant **Account** if the **Card** will not be used within 90 (ninety) calendar days since the date submitting **Application** of producing the **Card**, or in case of **Card** will not be handed over to the **Customer** within 120 (one hundred and twenty) calendar days.
- 40.9. Cancel or/and close the **Card** if the **Card** isn't used within 6 (six) months since the execution date of the **Card Delivery Service at the Place of Stay**.
- 40.10. Reject to issue and/or recover the **Card** for the **Customer** at its own discretion.
- 40.11. Write off the fees applicable in the **Bank** for the **Card Transactions** or any commission fees/rates related to the **Card** or **Account** or any other payments established by the **Legislation**.
- 40.12. Not to confirm the authorization/not to fulfill the **Order**, if:
 - 40.12.1. The **Card** was lost or stolen according to the **Customer's** application, or at the discretion of the **Bank**.
 - 40.12.2. In case of breaching the **Agreement** by the **Customer/Additional Card Holder**.
 - 40.12.3. Not existing sufficient funds on the **Accounts**, considering all (including the funds not charged yet) operations authorized by the **Bank**.
- 41. The **Customer** undertakes to:
 - 41.1. Enroll required amount for the given **Card** type in cash or transfer manner to the **Universal Current Account(s)** defined by the **Bank** within 1 (one) **Banking Day** since filling the **Application**.
 - 41.2. Keep all documents regarding to the **Operations** carried out by the **Card** and in case of the **Bank's** request present these documents to the **Bank** in specified time as defined in request.
 - 41.3. Inform the **Bank** immediately about loss of the **Card**. Any verbal statement must be confirmed by the personal visiting and submitting written statement to the **Bank**. Otherwise, the **Bank** will not be responsible for any damage/loss before the **Customer**.
 - 41.4. Return the lost **Card** to the **Bank** as soon as it is found.
 - 41.5. Return the **Card** to the **Bank** within 14 (fourteen) calendar days from receiving the notification, if the **Card** will be cancelled or taken out of use by the **Bank**.
 - 41.6. Where the goods/services purchased by the **Card** are returned at the merchants/service facilities, not to demand returning the cost of such purchased goods/services in cash. The paid money will be reimbursed only via transfer to the **Universal Current Account**.
 - 41.7. At the **Bank's** request, return the **Card** to the **Bank** immediately. In case of non-returning the **Card**, the **Bank** is authorized to cancel the **Card**.
 - 41.8. Make signature on the **Card** instantly upon receipt. If the **Customer** fails to make signature on the **Card**, or in case of signature will be non in accordance with **Client's** signature recorded by the **Bank**, the **Bank** may suspend, take out if use or restrict an ability of the **Customer** to use the bank **Card** or **Access Codes**.
 - 41.9. Safely keep the **Card** and not allowing **Third Parties** to use it;
 - 41.10. When receiving the **Access Code(s)**, remember and delete them immediately.

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- 41.11. Not to write the **Access Codes** in such a manner that **Third Parties** can obtain it.
- 41.12. Observe the rules of use of the **Card** at all times.
- 41.13. Familiarize the **Additional Card Holder** with Terms and Conditions of the **Agreement**.
- 41.14. Reimburse the damages/loss incurred by the **Bank** as a result of the breach the provisions of the **Agreement** by the **Additional Card holder**.
- 42. The **Customer** shall have the rights to:
- 43. Require to produce an **additional Card**, for type of **Cards** determined by the **Bank**;
- 43.1. Carry out the **Operations** using the **Card** within the Spending Limit;
- 43.2. Appeal maximum 5 (five) **Operations** carried out without using the **Card** via a postal communication service or **Internet** network. The **Bank** will accept the claims on the abovementioned **Operations** only in case of the renewal of the lost **Card**;
- 43.3. Require to renew a **Card**;
- 43.4. Stop using the **Card** (and/or using an additional **Card** by the additional **Card** holder) based on a written application to the **Bank** and to return the **Card** and an **additional Card** to the **Bank**;
- 44. The **Bank** is not responsible for:
- 44.1. Delay in the service provision if such delay was caused by a reason beyond the **Bank's** control;
- 44.2. Lawfulness of the **Operation** carried out by the **Card**;
- 44.3. Suspending the **Card** validity;
- 44.4. If the obligations under this **Agreement** were not fulfilled due to some technical fault.
- 45. The **Customer** is not authorized to:
- 45.1. Use the **Card** for the purposes defined as illegal by the law and/or other countries' jurisdiction;
- 45.2. Use the **Card** prior to its activation or after expiry, after the **Customer** receiving notice that the **Bank** has cancelled or blocked the **Card**, or any type of restrictions are imposed by the **Bank** related to the use of the **Card**;
- 45.3. Use the **Card**, in case of lack of funds for the transaction, otherwise, the **Bank** is authorized to allow an overdraft on the **Universal Current Account** equivalent to the amount required for the **Transaction** (including **Commission Fees** or other payments), in accordance with the rules and procedures established by the **Bank**.
- 46. The relations related to the **Cards**, are regulated by the **Legislations** and provisions established by the International Payment System.