

Annex №6 to the Bank Service Agreement - SMS Banking

1. By means of the **SMS Banking**, the **Customer** is entitled to receive information requested in the **Application**, on the **Financial Number** indicated in the **Application**, through the SMS or/and to make the **Payment Transactions**.
2. There are two types of **SMS Banking**:
 - 2.1. Main **SMS Banking**, through of which the **Bank** sends notifications and the **Customer**, has an opportunity to give an **Order** to the **Bank**.
 - 2.2. Additional **SMS Banking**, through of which notifications only about below mentioned information are sent to the **Customer**.
3. The **Customers** having mobile phone with a voice and data exchange function are able to use the **SMS Banking**.
4. The **Customer** is able to receive the following information through the **SMS Banking**:
 - 4.1. Information about using the **Bank Products/Banking Services** and/or will be acquired in the future.
 - 4.2. Information about the available funds on the **Accounts**.
 - 4.3. Information about the credit obligations of the **Customer**.
 - 4.4. Information about the expiration of the term deposit.
 - 4.5. Information about the exchange rate of the different currencies established by the National Bank of Georgia.
 - 4.6. Information about the exchange rate of the different currencies fixed on the interbank currency exchange of Tbilisi.
 - 4.7. Information about debit **Transactions**.
 - 4.8. Information about accumulated bonuses.
 - 4.9. Other information agreed between the **Parties** and/or determined by the **Bank**.
5. Main **SMS Banking** allows the **Customer** to:
 - 5.1. Make **Elva** money transfer.
 - 5.2. Deactivate/activate **SMS Banking**.
 - 5.3. Fill up the balance on the mobile phone.
 - 5.4. Change the **Financial Number** indicated for **SMS Banking**.
 - 5.5. Block the **Bank's Cards**.
 - 5.6. Unblock the blocked **Cards**.
 - 5.7. Change the language selected for **SMS Banking**.
6. When making **Payment Transactions** via the **SMS Banking**, the **Bank** is entitled to write off the corresponding amount from the **Customer's Accounts** specified in the **SMS Banking Application**.
7. **Customer's Order**, given through the **SMS Banking** may not be carried out immediately since submitting, this may take 2 (two) **Banking Days** for the various reasons from the moment of receipt by the **Bank**. The **Bank** does not guarantee that it will always accept **Order** from the **Customer**. In addition, the **Bank** is not liable for losses, damages, direct and indirect expenses that may arise to **Customer** as a result of a such delay.
8. The **Customer** states and guarantees that:
 - 8.1. The **Financial Number** determined in the **Bank** is in his/her possession. In case the **Customer** will not notify the **Bank** about any changes related to this fact, the sent/received **Order** from the specified **Financial Number** will be considered to be sent/received by the **Customer**, excluding any liability from the **Bank's** side.

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- 8.2. He/she will immediately notify the **Bank** about the change of the **Financial Number**, loss of the phone, cancellation/ownership loss of the phone and/or **Financial Number** and/or about such changes that may affect the provision of the **SMS Banking**.
- 8.3. He/she is responsible for all **Orders** sent from the **Financial Number**.
9. If there are not sufficient funds on the account specified in the **SMS bank** application, the **Bank** has the right not to accept the **Order** for execution.
10. The **Bank** is not liable for mobile phone service and its quality.
11. When providing the **SMS Banking**, the **Bank** will refer to the **Order** received from the **Financial Number** and the **Bank** will not undertake to verify the identity of the sender or the validity of a short text message.
12. The **Customer** is responsible for the unauthorized use of the **Financial Number** by the **Third Parties**.
13. The **Bank** is entitled, to accept a request for cancellation of any kind of the **Transaction** or **Order** from the **Customer**, considering that the **Bank** has not began the implementation of this **Transaction** or **Order**. The **Bank** is not liable for late payment or expenses caused by such cancellation.
14. The **Customer** is entitled to cancel the **SMS Banking** at any time, on the basis of submitting relevant **Application** to the **Bank** and after carrying out actions determined by the rules/procedures established by the **Bank**.
15. The **Bank** is authorized without prior notification to the **Customer**, to terminate the **SMS Banking** automatically, in case of one of the following circumstances:
 - 15.1. The **Customer** has not opened any type of **Account**;
 - 15.2. **Commission Fee** for the use of the **SMS Banking** has not been paid during last 6 (six) months.