

## Customer service standard terms and conditions

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## 1. Definition of terms

- 1.1. **Statement** - information on the flow of money on the Account.
- 1.2. **Account** - the client's current account in the Bank joint current account, nominal ownership account, deposit account and/or joint deposit account.
- 1.3. **Bank** - JSC Credo Bank, identification Code: 205232238; actual address: N27 Tabukashvili Street, Tbilisi, Georgia.
- 1.4. **Card** – non-personified and/or personified debit card, which enables the **Client** to manage the amount on the **current account** related to the **card**, and the detailed conditions of the use of which are defined in Annex 2 to the **Standard Terms and Conditions**.
- 1.5. **Business Card** - non-personified and/or personified debit card, which enables the **Business Card User** to manage the amount on the **Client's current account** related to the business card, and the detailed conditions of the use of which are defined in Annex 2 to the **Standard Terms and Conditions**.
- 1.6. **Business Card User** – a representative of the **Client** who holds the **Business card** and who is intitled to manage funds available on the **Client's Account** related to the **Business Card**.
- 1.7. **Transfer** – transfer of the amount on the Account through non-cash payment to the **beneficiary's** relevant Bank Account.
- 1.8. **Payment** – payment of the amount by the **Client to the Beneficiary**, by evading the Client's Account.
- 1.9. **Application** – Application **by the Client to the Bank** (in the form **defined by the Bank**), requiring from **the Bank** to carry out/suspend/terminate/change the services by the **Bank product** in accordance with the conditions determined by the Application.
- 1.10. **Order** – any indication **to the Bank by the Client and/or the Beneficiary**, including the **payment order**, by which the **Client and/or the Beneficiary** orders the **Bank** to carry out any action within the framework of the **Bank product**.
- 1.11. **Deposit insurance agency** – LEPL **Deposit Insurance Agency**.
- 1.12. **Deposit amount** – the amount, which is placed by the **Client** on term deposit. The Bank gets right to manage this amount in accordance to it's own needs during the term of **the Deposit**;
- 1.13. **Remote communication means** – means of communication that does not require simultaneous physical presence of the bank representative and the Client.
- 1.14. **Joint Deposit** - placement of a deposit amount on a joint deposit account for a predetermined period of time (the amount of which is allowed to increase during the whole term of the joint deposit), on which the bank accrues interest and can be withdrawn only in accordance with the terms of the agreement of the parties. In addition, the detailed terms of the joint deposit are set out in Annex 16 to the Standard Terms.
- 1.15. **Joint Current Account** - Joint current account of more than one client.
- 1.16. **Joint Deposit Account** - Joint deposit account of more than one client.
- 1.17. **Term deposit** – placement of the agreed amount of the **Clients'** funds under the agreed terms and conditions. **The Bank** shall pay interest to the **Client** in accordance with the **Term deposit** conditions. Amount placed on the **Term deposit** can be withdrawn by the **Client** either upon term expiration or before the expiration by

mutual agreement between both parties. The detailed terms and conditions of the **Term deposit** are described in the **Annex 3** of this **Customer service standard terms and conditions**

- 1.18. **Growing Term deposit** – placement of the agreed amount (which can be increased during the whole maturity period of the Deposit) of the **Clients'** funds under the agreed terms and conditions. **The Bank** shall pay interest to the **Client** in accordance with the **Term deposit** conditions. Amount placed on the **Term deposit** can be withdrawn by the **Client** either upon term expiration or before the expiration by mutual agreement between both parties. The detailed terms and conditions of the **Term deposit** are described in the **Annex 4** of this **Customer service standard terms and conditions**
- 1.19. **Child Deposit** - transfer of **deposit amount** into the **Deposit Account** opened in the name of the **customer** for the predefined term (the amount can grow throughout the entire term of the Child Deposit). The **bank** charges **interest** on this amount and the deposit can be withdrawn only in accordance with the terms agreed between the **parties**. The detailed terms of the Child Deposit are provided in **Annex 12 to the standard Terms and Conditions**.
- 1.20. **Website** – the website used by the Bank: [www.credobank.ge](http://www.credobank.ge).
- 1.21. **icredo.ge Internet Banking** - a banking product the detailed terms of the use of which are set out in **Annex 7** of the Standard Terms and Conditions.
- 1.22. **icredo.ge Internet Banking Website** - the following website available for use by the Bank: [www.icredo.ge](http://www.icredo.ge).
- 1.23. **E-mail Banking** – a banking product the detailed terms of the use of which are set out in **Annex 11** of the Standard Terms and Conditions.
- 1.24. **Legislation** – applicable legislative and subordinate normative acts of Georgia, also international agreements and treaties within the system of the normative acts of Georgia.
- 1.25. **Client** – a person whose identification data and other types of information are given in the Application.
- 1.26. **Conversion** - the purchase of currency by means of another currency.
- 1.27. **Limit** – within the framework of using the **Bank products**, **any type of limit established by the Bank** (including in terms of amount, quantity, etc.).
- 1.28. **Third Person** – any person, **except for the Bank and the Client**.
- 1.29. **Current account** – **Client'** current account opened in the **Bank**.
- 1.30. **Beneficiary** – a person for whose benefit **the payment** and/or **transfer** is made.
- 1.31. **Saving deposit** – placement of the **deposit amount on the deposit account for the undetermined period, on which the Bank** shall pay interest. Deposit amount can be changed at any time by the Client request. The detailed terms and conditions of the **Term deposit** are described in the **Annex 6** of this **Customer service standard terms and conditions**
- 1.32. **Party/parties** – **the Bank** and/or **the Client** (in accordance with the context).
- 1.33. **Nominal ownership account** - Nominal ownership joined and/or aggregated account of the Client opened in the Bank. The detailed terms and conditions of the **Nominal ownership account** are described in the **Annex 5** of this **Customer service standard terms and conditions**
- 1.34. **Nominal ownership joined account** – account opened by the Bank for the notary, lawyer, law office, brokerage or payments provider system, which can be used in accordance with the existing legislation and on the base of

the agreement/notary act in order to provide joined register of the funds belonged to the Client(s) and transferred to the nominal ownership;

- 1.35. **Nominal ownership segregated account** – account opened by the Bank for the notary, lawyer, law office, brokerage or payments provider system, which can be used in accordance with the existing legislation and on the base of the agreement/notary act in order to provide register of funds belonged to one Client and transferred to the nominal ownership;
- 1.36. **Online banking** - a banking product the detailed terms of the use of which are set out in **Annex 8** of this Standard Terms and Conditions;
- 1.37. **Online banking Website** - the following website available for use by the Bank: [www.mycredo.ge](http://www.mycredo.ge).
- 1.38. **Operation** – any action, carried out based on the order within the framework of the **Bank product** and/or based on the Bank's initiative.
- 1.39. **POS-Terminal Terms of Service** - A banking product with detailed terms of use set out in Annex 15 to the Standard Terms and Conditions.
- 1.40. **Banking day** – a day (except for Saturday, Sunday or official public holidays **under the legislation**, unless the **bank decides otherwise in the exceptional cases**), when most of the **service centers of the Bank are open** and carry out their activities.
- 1.41. **Bank product** - any type of service proposed **to the Client by the Bank based on the agreement**.
- 1.42. **Payment order** – **an order**, on the basis of which it is requested: a) **to transfer, withdraw** the amount **from the account**; or b) **to transfer, deposit** an amount **on the account**; or c) to make **payment** of the amount **without transferring to the account**.
- 1.43. **Deposit account** – **Client's** account on which **Term deposit** amount is placed;
- 1.44. **Commission** – amount payable **to the Bank** in exchange of the use of Bank products **by the Client**, as per **Annex 1** of this **Standard Terms and conditions**.
- 1.45. **Interest** – amount which will accrued by the **Bank** on the amount of **Deposit**.
- 1.46. **Standard conditions** – standard conditions for the services with the **Bank products** stipulated under the given document.
- 1.47. **Force-majeure** – natural disaster, fire, interruption of electricity supply, failure of devices, the damage of software, war, administrative-legal act and/or **circumstances that cannot be overcome by the bank** and that are beyond the reasonable control of the bank which: a) are not related to the bank's errors and negligence, b) have begun or developed after the entry into force of the agreement, and c) directly affect the complete and proper fulfillment of the obligations under the agreement.
- 1.48. **Money remittance** – **the operation of payment**, when the transfer of the mentioned amount is carried out directly for the beneficiary, and for the beneficiary's provider, by evading the **account**. Besides, within the framework of the service with money remittance, the Client may directly represent the beneficiary of the amount, and the payer may be the **Third Person**.
- 1.49. **Agreement** - **statement** and **standard conditions** and their annexes (including amendments and addenda to be made in the future) jointly.

- 1.50. **PIN code** - personal, confidential code accompanying the **Card** or/and **Business Card**, which, together with the **Card** or/and **Business Card** represents an electronic indicator of the **Client** or/and **Business Card User**.
- 1.51. **SMS notifications** - a banking product the detailed terms of the use of which are set out in **Annex 9** of this **Standard Terms and Conditions**.

## 2. General conditions for the use of Bank products

- 2.1. Based on the Agreement, **the Bank** shall render **to the Client** the agreed **Bank product service**, and the Client shall undertake to **pay commission to the Bank**.
- 2.2. For the purposes of the use/termination/suspension/change of the Bank product, **the Client shall apply to the Bank**. For the purposes of excluding any doubt, the Parties agree that **the Application of the Client** to the Bank **shall not entail** the bank's **unconditional liability** to automatically meet the requirements under the application. The requirements under the Application shall be deemed met after the **Bank sends to the Client appropriate notification** and/or from the moment of the performance of the relevant action, in accordance with the procedures and rules established in the **Bank**.
- 2.3. The supervisory body of the **Bank** is represented by the **National Bank Georgia**, with the following website address: - [www.nbg.gov.ge](http://www.nbg.gov.ge).
- 2.4. The **National Bank of Georgia** shall not be held responsible for the improper fulfillment of the **Bank** obligations.
- 2.5. **The conditions** for rendering services through the bank products, which are **not defined by the given Agreement**, shall be regulated **by the legislation** and the **procedures determined by the Bank**.
- 2.6. **The remote** (electronic) **confirmation** of the application and/or order by the Client (if the mentioned procedure is admitted by the Bank) shall have the legal force which **is equal to the signature** of the tangible document.
- 2.7. In the case, where within the framework of the relations under the **Agreement**, the **Client** uses **remote communication** means, and the **Client** is fully responsible for any action carried out through such **remote communication** means (including for the initiation of any type of **application** and/or **task**, irrespective of the fact that the initiator of the mentioned **application** and/or **task** is the **Client** himself/herself, or any **third person**).
- 2.8. The **Client** shall be obliged to secure a username and password required for the use of **remote communication** means and not to allow the access thereto by the **third person**, otherwise the **bank** shall be completely released from the obligation to compensate for any damage inflicted to the **Client**.
- 2.9. In the case where a username and password required for the use of **remote communication** means becomes available for the **third person**, and/or the **Client** has reasonable doubt thereon, he/she shall be obliged to immediately inform the **Bank** thereon.

## 3. Rights and obligations of the Parties

- 3.1. The Bank shall be authorized, **without the Client's additional consent**, to:
  - 3.1.1. Cancel/suspend at any time, completely or partially, the service by a Bank product and/or **to change its conditions**.
  - 3.1.2. **Assign**, completely or partially, **the rights and obligations** under the Agreement, to the **Third Person**.

- 3.1.3. Deduct any amount from the Client's account (except Joint Current Account, Joint Deposit Account and Nominal Ownership Account) to fully or partially repay any debt owed by the Client to the Bank (both directly from the Agreement and any other transaction between the parties). However, if the amount in the account (except for the joint current account, joint deposit account and nominal ownership account) and the bank's claim against the client are in different currencies, the bank is entitled to convert at the commercial exchange rate set by the bank and apply the converted amount for full or partial payment of the client's liabilities.
- 3.1.4. **If the Client has any type of liabilities** (both matured or non-matured) before the Bank, the Bank shall have the right not to fulfill financial liabilities before the Client (if any) and **may make deductions for such liabilities**, whether or not one of the claims is due for the moment of making a deduction, on which the **Bank shall notify the Client**.
- 3.1.5. In accordance with the **Legislation** and the **procedures determined by the Bank**, the Bank shall be authorized to require from the **Client** to submit **any additional information/document** on him/her and/or to renew the existed information / document and/or cancel them, before the receipt of such information/document, and/or suspend the implementation of the operation.
- 3.2. **The Client** shall be obliged:
- 3.2.1. **Not to give the Bank** such **order** and/or not to carry out such action, which may be followed by the **overspending of the amount available on the Account**. Besides, for any reason, in the case of the onset of the mentioned circumstances, the Client shall be obliged to pay to the Bank daily interest rate in the amount of 0.5% of the overspent amount.
- 3.2.2. **In the case of the change of information** (including the Client's personal data, contact/communication channel/details) on the basis of the Application and/or information provided to the Bank by any other means, **immediately inform the Bank** thereon, otherwise the Bank shall use the data available for that moment, for which the Client shall be fully responsible to compensate for damages (if any).
- 3.2.3. **To read in advance the list of activities included in the list of exclusions** (information on the mentioned list is available at any service center of the Bank and **at the Website**). Besides, the Client shall confirm that during the entire period of the validity of the Agreement, he/she shall not be engaged in the activity specified in the list of exclusions.
- 3.2.4. To ensure that the Client fully and properly **adheres to the Legislation**, and where there is a violation of the legislation, he/she immediately informs the Bank thereon.
- 3.2.5. To comply with each instruction of the Bank, which is necessary to meet the requirements of the Foreign Account Tax Compliance Act (FATCA), the aim of which is to **meet the requirements under the US Tax Legislation and the Inter-governmental Agreement between the USA and Georgia (IGA)**.
- 3.2.6. If he/she is a **citizen of the USA** and /or a tax payer resident of the USA, he/she **shall submit to the Bank the form of the Request for the USA Tax Payer Identification Number and Certification**, which has been prepared by the USA Revenue Service (the form is available on the following e-mail address: [Http://www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)) or the replacement form (Form W-9), which shall be submitted by the Bank to the Client.
- 3.2.7. If he/she is not a citizen of the USA and /or a tax payer resident of the USA, but he/she **was born in the USA** he/she shall **submit to the Bank the form of Certificate** of Foreign Status of Beneficial Owner for USA Tax Withholding and Reporting (Individuals), which has been prepared by the USA Revenue Service (the form is available on the following e-mail address: [Http://www.irs.gov/pub/irs-pdf/fw8ben.pdf](http://www.irs.gov/pub/irs-pdf/fw8ben.pdf)). Together with an

appropriate explanation (on the refusal to keep the citizenship of the USA, or the reason why the citizenship of the USA has not been obtained) or the document confirming the loss of the citizenship of the USA, or the replacement form (Form W-8 BEN) which is issued by the Bank for the Client.

- 3.2.8. If he/she is not a citizen of the USA and/or a tax payer resident of the USA, but he/she **possesses the registration/actual address in the USA and/or a telephone number, which is registered in the USA** and/or the representative authorized to open an account has registration/actual address in the USA and/or the Client gives the Bank a Payment Order for making transfers to the bank accounts in the USA, shall **submit to the Bank the form of Certificate** of Foreign Status of Beneficial Owner for USA Tax Withholding and Reporting (Individuals) which has been prepared by the USA Revenue Service (the form is available on the following e-mail address: <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>) or the replacement form (Form W-8BEN), which shall be submitted by the Bank to the Client. If the Form W-9 or the Form W-8BEN are not submitted within 14 (fourteen) calendar days after signing the appropriate Application, the Bank shall not be held responsible for the failure to submit such form, for additional liabilities imposed on the Client in accordance with the Tax Legislation of the USA.
- 3.2.9. To inform the **Bank**, within 30 (thirty) calendar days, on any circumstance that may entail the change of information reflected in the above forms provided to the **Bank**.
- 3.2.10. In case if the **Client** communicates with the **Bank** through his / her representative and the **Client** decides to revoke and / or suspend the authority of his / her representative, the **Client** will be obliged to immediately apply to the **Bank** and the **Bank** will cancel and / or suspend the said power of attorney. However, if the power of attorney is notarized, the **Client** is obliged to apply to the relevant body (notary) immediately, but not later than within 5 (five) **Banking Days** and request the cancellation of the relevant power of attorney.
- 3.3. **The Parties agree that:**
- 3.3.1. If within the framework of the Agreement, the service rendered by the Bank on the basis of any type of Bank Product requires the inclusion of the Third Person (for example a mobile operator, Internet provider, communal service provider, etc.), the Bank shall not be held responsible for the actions of the Third Person and for the quality of service.
- 3.3.2. If the Bank **has several types of payments due**, based on the Agreement and on any other contract with the Bank (including based on credit contracts, the **sequence of the payment** by the Client shall be **determined solely by the Bank**.

#### 4. **Account opening and operating rules**

##### ***Current account***

- 4.1. **On the basis of the Application** on the consent on **Standard Conditions**, the request to open an account shall be automatically made, and if such request is met, a single currency and/or multi-currency account shall be **opened for the Client** (in accordance with the conditions required by the Application).
- 4.2. On **Current Account** the Client may place and manage his/her **own funds**.
- 4.3. If the amount is deposited **on the Current Account mistakenly**, the Client shall have no right to fully or partially spend the amount and **shall immediately notify the Bank thereon**. If the amount deposited on the **Current Account** is mistakenly spent, the Bank shall be authorized to require from the Client the payment of the penalty

in the amount of 0.5% of the spent amount, for each day the amount was used, until the spent amount is fully refunded.

- 4.4. In the case of the request of the Client, the Bank shall be obliged to issue a Statement.
- 4.5. **The Bank shall be authorized:**
  - 4.5.1. In the case the **amount is deposited** on the Current Account **mistakenly**, to **write off and/or block** the mentioned **sum** and/or the Account without the Client's additional consent.
  - 4.5.2. **To fully or partially block the Current Account at any time** (suspend and/or restrict the operation on the Account), **if the Client violates the obligation** before the Bank based directly on the Agreement, and on any other contract with the Bank, on the Legislation, the conditions with regard to any Third Person, and/or if the Bank has a reasonable doubt that there is (are) a single or several above mentioned circumstances.
  - 4.5.3. **To close the Current Account**, if there has **not been an operation** on the Account during **the last 12 (twelve) months**, and meanwhile if there is no amount on the **Current** Account required for covering Account service fees and/or commissions for closing the **Current** Account.
  - 4.5.4. To use the amount available on the **Current** Account in the form of a credit resource, and in the case of the request, to make the mentioned amount immediately available for the Client.
- 4.6. The Parties agree that the Joint Current Account will be managed jointly by all client owning it unless the Parties (including the Bank) agree otherwise.

#### **Receipt of the Order and carrying out the operation**

- 4.7. The Bank may receive **the Order from the Client and the Beneficiary**, and the Order shall be deemed received by the Bank from the moment of the **registration in the Bank's software system**.
- 4.8. The order may be provided to the Bank in **the tangible and intangible (electronic) form**, in accordance with the procedures determined by the **Legislation and the Bank**.
- 4.9. The Bank shall fulfill the Payment Order within **2 (two) banking days**, unless otherwise provided for by the Legislation and/or the procedures established by the Bank. The Bank shall also retain the right, without a prior explanation for the Client and/or a consent, **to cancel and/or suspend** the completion of the **Payment Order**, if the said Payment Order does **not contain the details** determined by the Legislation and/or the Bank procedures, also if the Bank deems it feasible to cancel and/or suspend the Payment Order, **due to its dubious nature**.

#### **Money remittance**

- 4.10. The Client may, at the service center of the Bank and through different distant channels (including Call Center of the Bank), to use the service of the money remittance in accordance with the procedures determined by the Bank.

#### **Insurance of deposits**

- 4.11. Form 1 January 2018, in accordance with the Law on the System of Insurance of Deposits, the amount available on the **Client's deposit/account**, despite the number of deposits/accounts, shall be insured in the Bank and shall



be compensated in the amount of GEL 15000 by the **Deposit Insurance Agency**, and the rest of the amount shall be compensated in accordance with the procedure provided for by the Legislation. You can find additional information on the website of the Deposit Insurance Agency: [www.diagency.ge](http://www.diagency.ge)

- 4.12. The amount (including in the foreign currency) available on the account **shall be summed** and the amount not exceeding GEL 15000 (fifteen thousand) shall be subject to insurance by the Deposit Insurance Agency, and if the amount exceeds GEL 15000 (fifteen thousand), the remaining amount shall be compensated in accordance with the procedures provided for **by the Legislation**.
- 4.13. The amount on all Accounts of the Client **shall be insured** in the Bank **without additional fees for insurance**.
- 4.14. The insurance money shall be compensated no later than 20 (twenty) calendar days after the onset of the insurance case, whether the Bank has appropriate money reserves for that moment. **The compensation shall be carried out in GEL**.

[mycredo.ge](http://mycredo.ge)

- 4.15. The **Client** shall be authorized, at any time, in accordance with the rules and procedures determined by the **bank**, to register on the **website** ([www.mycredo.ge](http://www.mycredo.ge)) and obtain information on the own **bank products**.
- 4.16. Via **website** the **Client** shall have opportunity to apply to the **bank with a request** to use different **bank products** and bank credits, deposits and other services available for him/her.

## 5. Responsibility of the Parties

### 5.1. The Parties agree that:

- 5.1.1. Within the services provided for by the **Agreement and the Bank Product**, the Bank shall be released from the responsibility to compensate **for damages for the Client** if such damages **are not caused by the Bank's fault**.
- 5.1.2. In the case of the **overdue payment** of the Commission by the Client, the Bank shall be authorized to require from the Client the payment of penalty in the amount of 5% of the **Commission payment overdue**, for each day overdue. Besides, the mentioned claim of the Bank may be reflected by sending the notification to the Client, and by deducting **relevant penalty from the Account**, without sending prior and/or additional notification to the Client.

## 6. Force-majeure

- 6.1. **No Party shall be held responsible** for the complete or partial non-fulfillment of the obligations under the Agreement, if this was caused due to **Force-Majeure** circumstances.
- 6.2. If the **Client has Force Majeure** Circumstance, he/she shall be obliged to **immediately (but no later than 10 calendar days)** notify the Bank in writing thereon, otherwise, the Client shall lose the right to rely on the Force-Majeure Circumstance as on the grounds that releases from the responsibility for failing to fulfill the obligations.

## 7. Payment

- 7.1. The payment between the Parties, **on the basis of the Agreement**, shall be carried out in cash and through the bank transfer, in the **National currency of Georgia**, on the basis of the official exchange rate determined by the National Bank of Georgia for the date of payment, unless the Legislation provides otherwise.
- 7.2. If the date of payment does not comply with the Banking Day, the payment shall be carried out on the following Banking Day.

## 8. Communication

- 8.1. Unless otherwise **provided for by the Legislation** and/or the particular **Bank Product**, any notification within the Agreement shall be provided by the Bank to the Client in one of the below given forms: **by placing information** on the Website and/or service centers of the Bank, **on the electronic mail** of the Client referred to in the Application, **by sending an SMS** on the telephone number and address and/or other contact details, also by sending a notification to other contact details observed by the Client after the conclusion of the Agreement.
- 8.2. The **Client shall send a notification** to the Bank in accordance with the conditions determined for the relevant Bank Product, and any particular condition is not envisaged by the Bank Product, the notification may be provided to the Bank by the Client in writing, **to the service center of the Bank** and/or by sending a notification **to the legal address of the Bank**.
- 8.3. The notification sent by the Bank **on the contact details of the Client shall be deemed fully and properly sent** and delivered to the Client, whether or not the Client has actually received the mentioned notification, which may be caused due to intentional non-submission of the notification by the Client or by his/her authorized representative, as well as due to the change of the contact details by the Client (including the residential address).

## 9. Confidentially and procession of the Client's personal data

- 9.1. The Parties agree that **any information from the Agreement shall be confidential** and it shall not be permitted to disclose such information, **fully or partially, to the Third Person**, without the prior consent of the other Party. **Besides, the mentioned restriction** shall not apply to information:
- 9.1.1. If in accordance with the conditions under the Agreement the disclosure is permissible for the Third Person.
- 9.1.2. If such information **was known** to the Party **before the conclusion of the Agreement**, in compliance with the requirements of the Legislation.
- 9.1.3. The transfer of which to the Third Person **is compulsory in accordance with the legislation**.
- 9.2. **For the purposes of evading any suspicion**, the Bank shall be authorized, without additional consent from the Client:
- 9.2.1. To give consent to JSC Credit Info and/or any other body with similar functions, to transfer **Client's** personal information to the Third Person, who, on the basis of the relevant transaction, shall provide JSC Credit Info and/or other body with similar functions, with the mentioned information.
- 9.2.2. To find from JSC Credit Info Georgia and /or other person with similar functions **Client's** personal information only if the **Client** has active loan liabilities towards the **Bank** and only for the estimation of the **Client's** solvency.

- 9.2.3. For the purposes of proposing/rendering the Client the bank services related to the Bank Product and/or any other bank service (including credit, deposit service, etc), to verify the Client's personal data against the electronic database of the LEPL Service Development Agency, , as defined under the **Legislation**.
- 9.2.4. To transfer any information on the Client available to the Third Person, if the mentioned transfer is necessary for the **protection of the Bank's rights and legal interests**, for the purposes of the concession of any claim against the Client for the Third Person (including in the process of negotiations with the Third Person) **for the purposes of the monitoring of the fulfillment of obligations undertaken on the basis of the Agreement** and/or for the purposes of offering to the Client any service/product and/or for providing information to the Client.

## 10. Claims and Disputes

- 10.1. Any claim and dispute **related to the Agreement** shall be made by the Parties via one of several communication channels defined by the Agreement. The Party receiving the claim shall, **within 1 (one) month** from the receipt of the claim and/or **identification of the author of the claim**, fully or partially grant the claim or state his/her grounded refusal on the granting of such claim.
- 10.2. The Client may **observe the claim** in the service centers of the Bank, and by means of the **Website, official Face Book site** of the Bank and/or by means of a **telephone center (Number: 032 2424242)**
- 10.3. The Bank shall review the claim in accordance with the procedures determined by the Legislation and the Bank, and the response shall be sent to the Client within 1 (one) month after the receipt of the claim.
- 10.4. Any dispute within the scope of the Agreement shall be initially resolved by means of amicable negotiations. **In the case the dispute is not resolved** on the basis of mutual negotiations, and/or where any Party considers that the negotiations have no consequences, each Party shall be authorized to address the court directly, without negotiating it with the other Party, in accordance with the procedures **defined by the Legislation**.
- 10.5. The Parties agree that the decision taken by the first instance court in favor of the Bank shall be immediately enforced.

## 11. Change of the Agreement conditions

- 11.1. The Bank shall be authorized, at any time, to change the **conditions of the Agreement** (including the conditions of any bank product and the amount of commission) on the Website, service centers (and/or in any other form defined by the Bank) by way of placing appropriate information, unless other procedure is established by the Bank for the Product and/or by the Legislation for the provision of information to the Client. In the case the mentioned change: a) **does not worsen the condition of the Client**, the Bank shall be released from the obligation to send a prior notification, where the mentioned change enters into force on the Banking Day that follows the delivery of the notification to the Client and/or from the day of its promulgation, unless the Bank determines other conditions (or term); b) **worsen the condition of the Client**, the **Bank shall be obliged to inform the Client on the mentioned change in advance, no less than 1 (one) month earlier**, via e-mail, SMS, courier's service and/or a communication channel defined by a particular loan product. Besides, if the Client does not agree with the worsened conditions, he/she shall be authorized to inform the Bank on the changes before the entry into force of such changes and to stop using the relevant Bank Product, otherwise the change requested by the Bank shall be deemed confirmed by the Client.
- 11.2. The Bank **shall not be held responsible to inform the Client in advance** on the change of the terms of the Agreement, which: a) **does not worsen the Client's conditions**; b) **is related to the change of technical procedures**

determined by the Bank within the scope of use of the Bank Product; c) **is related to the introduction of new Bank Products** and/or to the change of the conditions of the existed Bank Products (**except for the increase of commissions**).

## 12. **Effective period and termination of the Agreement**

- 12.1. **The Agreement shall enter into force** from the moment of signing the Application for consent to the Standard Conditions by the Client and shall be in force until the **obligations undertaken by the Parties are fully fulfilled**.
- 12.2. **The conditions** related to separate Bank products shall enter into force from the **signature of the Application** for the Bank Product by the Client and from the date of confirming (among them, by way of sending a notification, and by way of certain action) by the Bank and shall be valid until the obligations undertaken by the Parties under the **Bank Products are fully performed**.

## 13. **General Provisions**

- 13.1. In the case of **inconsistencies between the Standard Conditions and the Annexes of the Bank Products**, the conditions defined **by the annexes** of the Bank Products shall **prevail**.
- 13.2. **On the basis of the Agreement** the Client shall fulfill the obligations personally. The Client shall not be authorized to assign his/her rights and obligations **to the Third Party fully or partially**, without the prior written consent of the Bank, though the mentioned restriction does not exclude **the Bank's authority to obtain any performance** (matured and non-matures claim) from the **Third Person**.
- 13.3. In the case where any provision of the **Agreement** cannot be applied on the Client due to his/her status, the mentioned shall not cause the cancellation of the entire Agreement and **only those provisions shall apply** to the Client, which, based on his/her status, may be applied on such Client.
- 13.4. All matters that are not regulated **by the Agreement** shall be regulated based on **the Legislation**.

## Annex 2 - Cards

1. Based on the application, the Bank shall produce and transfer to the Client a Card, which represents the property of the Bank. Card name, Card scheme and type is defined under corresponding application.
2. The Card shall be valid till the end of the month, as indicated on the Card.
3. The Bank shall transfer to the Client a PIN Code in the sealed envelope and/or in another form as defined in the application (if any).
4. Local non-personalized Card may be used within the territory of Georgia, namely in the Bank and contractor facilities of the Bank (POS terminals, ATMs) for the purposes of carrying out appropriate operations. Personalized and international non-personalized Cards can be used both within and outside the territory of Georgia, as well as internet facilities. Operations on the Card account shall be carried out within (30) calendar days from date of the operation. In case the transaction is carried out in foreign currency and the Client doesn't have sufficient sum in corresponding currency in the Card Account, the Bank will make conversion of sums to USD in the banking system exchange rate.
5. For non-personalized and Personalized Cards limits and fees of card transactions are determined by the Bank tariffs (Annex 1 to these Terms and Conditions).
6. If the Card has wireless function, operation may be carried out without using a PIN code, according to the limits defined under Annex 1 to these Terms and Conditions.
7. The currency of the Card shall be defined based on an appropriate application.
8. In the case of inputting the invalid PIN Code for three times, the Card will be blocked. About the blocked Card the Client shall be authorized to address the service center of the Bank, or the telephone center (032 2424242).
9. After the Client gives the Bank an assignment to perform a transaction using the Card, the Client shall have no right to require from the Bank the suspension of the required transaction. Besides, the Bank shall be authorized to suspend/cancel the Transaction in accordance with the procedures provided for by the legislation and/or the Bank. Appeal period in connection with the Operations carried out using Card is 120 (one hundred twenty) calendar days from the date of such Operation and the Bank shall review such appeal within 20 (twenty) calendar days after receiving it. Also, in case of extraordinary and objective environments the deadline of reviewing appeal may be prolonged up to 55 (fifty-five) calendar days.
10. If the Client has lost the Card and/or the Client doubts that the PIN Code has become known for the third person, the Client shall be obliged to immediately address the Bank, and during the non-working hours, to address the United Financial Corporation (contact number: 2 777 222), after which the Bank and/or the United Financial Corporation shall ensure the blocking of the Card. The unblocking of the Card shall be carried out only based on the Client's application.
11. Based on the Client's request, the Bank shall be obliged to suspend the validity of the Card and shall ensure the inclusion of the Card in the stop-list.
12. The Client shall be responsible for all those transactions, which shall be carried out using the Card (including the Card data), despite the mentioned transaction has been performed by the Client or the Third person (including against the will of the Client).
13. The Bank shall be authorized to suspend and/or cancel the validity of the Card at any time and to require the return of the Card.

14. In the case of suspending/terminating the validity of the Card for any reason, based on the Client's request, the Bank shall be obliged to transfer to the Client the amount available on the Client's Account.
15. The Bank shall be authorized not to fulfil the assignment given by the Client to the Bank using his/her Card, if there is not enough amount on the Account related to the Card for the completion of the required Transaction.
16. The Client shall be obliged to keep all documents related to the completed transaction using the Card, and in the case of the request from the Bank, shall transfer them to the Bank, in accordance with the conditions defined in the request.
17. The Client shall be authorized, at any time, to request from the Bank the detailed information about the Transaction completed using the Card, in accordance with the procedures defined by the legislation and the rules defined by the Bank.

### Annex 3 - Term Deposit

1. Upon request of the **Client Bank** shall open for the **Client Deposit account** and **Term Deposit**;
2. **Bank** shall pay to the **Client** amount of the **Deposit** and the accrued interest in accordance with the agreed terms and conditions in the **Term deposit** currency;
3. Accrual of the interest shall start from the day of the **Deposit amount** placement on the **deposit account**;
4. **The Bank** is authorised not to return **deposit amount** (fully or partially) to the **Client** before the **Term deposit** expiration, if conditions of the **Term deposit**, opened for the **Client**, does not allow it;
5. Placement or withdrawal of the **Deposit amount** is available only from/to the **Client's current account** in the **Bank**;
6. **The Bank** is authorized, without **Client's** additional confirmation, to use the amount of **Client's Term deposit** for full or partial repayment of **Client's** obligations to the **Bank** (credit and non-credit obligations). **Term deposit amount** can be directly taken from the **Deposit account** without transferring it to the **Current account** of the **Client** if the **Term deposit** is used as a security of **Client's** obligations to the **Bank** and if term of the **deposit** is not shorter than the term of the **Clients'** obligations to the **Bank**.
7. If **Term deposit** is not used as a security of **Client's** obligations, the **Bank** is authorized, without additional confirmation from the Client, to terminate the **Term Deposit**, to transfer **Deposit amount** to the **Client current account** and to apply this amount (fully or partially) to the full or partial repayment of the **Client** obligations to the **Bank** (credit and non-credit obligations)
8. During the whole term of the **Term deposit** with the **Bank Client** is obliged to have at least 1 **current account** with the **Bank**
9. After the expiration of the **Term deposit**, amount of the **Deposit** will be placed to the **Client's** current account.

#### Annex 4 – Growing Term Deposit

1. Upon request of the **Client Bank** shall open for the **Client Deposit account** and **Growing Term Deposit**;
2. **Bank** shall pay to the **Client** amount of the **Growing Deposit** and the accrued interest in accordance with the agreed terms and conditions in the **Deposit** currency;
3. Accrual of the interest shall start from the day of the **Deposit amount** placement on the **deposit account**;
4. **Client** can place addition amount to the **Growing Deposit** at any time until the **Deposit** expiration;
5. **The Bank** is authorised not to return **deposit amount** (fully or partially) to the **Client** before the **Term deposit** expiration, if conditions of the **Term deposit**, opened for the **Client**, does not allow it;
6. Placement or withdrawal of the **Deposit amount** is available only from/to the **Client's current account** in the **Bank**;
7. **The Bank** is authorized, without **Client's** additional confirmation, to use the amount of **Client's Growing Term deposit** for full or partial repayment of **Client's** obligations to the **Bank** (credit and non-credit obligations). **Growing deposit amount** can be directly taken from the **Deposit account** without transferring it to the **Current account** of the **Client** if the **Growing deposit** is used as a security of **Client's** obligations to the **Bank** and if term of the **deposit** is not shorter than the term of the **Clients'** obligations to the **Bank**.
8. If **Growing Term deposit** is not used as a security of **Client's** obligations, the **Bank** is authorized, without additional confirmation from the **Client**, to terminate the **Growing Term Deposit**, to transfer **Deposit amount** to the **Client current account** and to apply this amount (fully or partially) to the full or partial repayment of the **Client** obligations to the **Bank** (credit and non-credit obligations)
9. During the whole term of the **Term deposit** with the **Bank Client** is obliged to have at least 1 **current account** with the **Bank**
10. After the expiration of the **Growing Term deposit**, amount of the **Deposit** will be placed to the **Client's** current account.



### Annex 5 – Nominal Ownership Account

1. Upon the Client request the Bank will open the Aggregated or Segregated **Nominal ownership account**;
2. Only funds of the owner(s) of the account can be allocated or/and transferred from the Nominal Ownership Account, which is owned and disposed by such person in accordance with the Georgian legislation and separated from its personal financial means.
3. The Nominal Ownership account will be opened only in the form of a current account.
4. Upon **the Bank** request, the **Client** is obliged to submit to the Bank information regarding its Client (Clients) and/or regarding their beneficial owners.
5. **The Client** shall be held responsible for the content and purposes of the operations executed on/through the **Client's Nominal Ownership Account**
6. **The Client** shall be held responsible for immediately informing the **Bank** regarding changes of its legal status, if these changes cancel the right of the **Client** to have the **Nominal ownership account** in the **Bank**. Otherwise the **Client** shall be obliged to reimburse any loss the **Bank** might have due to not being informed regarding the above-mentioned changes.
7. At any time in compliance with the legislation and the rules of the **Bank** the **Client** is authorized to receive from **the Bank** detailed information regarding operations conducted on/through the **Nominal ownership account**
8. Standard tariffs (Annex 1 to these Terms and conditions) set by the Bank for the current accounts apply to the Nominal Ownership Account.

### Annex 6 – Saving deposit

1. Upon request of the **Client Bank** shall open for the **Client Saving account** and **Saving Deposit**;
2. **Bank** shall pay to the **Client** amount of the **Deposit** and the accrued interest in accordance with the agreed terms and conditions in the **Saving deposit** currency;
3. Condition of **Saving deposit** interest payment will be determined by the **Saving deposit request**, signed by the **Client**;
4. Placement or withdrawal of the **Deposit amount** is available from/to the **Client's current account** and **Client Saving account**. However, if **Depositor** is a Minor, placement of the **Deposit amount** is available only from the **current account** of the **Client**, placing the amount; withdrawal of the **Deposit amount** is available only by transferring deposit amount to the current account of the **Client**, having the authority to administer **Deposit** amount.
5. **The Bank** is authorized, without **Client's** additional confirmation, to use the amount of **Client's deposit** for full or partial repayment of **Client's** obligations to the **Bank** (credit and non-credit obligations).

### Annex 7 - ICREDO.GE Internet Bank

1. Based on the Client Application the Bank shall activate for the Client the **ICREDO.GE Internet Bank**, by which the Client shall be authorized to instruct the Bank remotely and request to carry the transactions permitted by the **ICREDO.GE Internet Bank**. In addition, the types of transaction permitted by the **ICREDO.GE Internet Bank**, and the terms for their implementation may change at any time by the Bank, at its own discretion, which does not require the additional consent from the Client and/or there shall be no need to inform the Client.
2. For the use of the **ICREDO.GE Internet Bank**, the Client shall be authorized to visit the ICREDO.GE Internet Bank website and to obtain authorization and give the **Bank** instructions to carry out the following transaction:
  - Transfer;
  - Payment;
  - Conversion;
  - To fill in the application on the start /finishing the use of different bank products (including by deposit, cards, etc.) permitted by the **ICREDO.GE Internet Bank**.
  - The receipt of information on bank products in the ownership of Clients.
  - The receipt of information/services determined within the scope of different bank products provided by the **Bank**.
  - To change the actual/legal address recorded in the **Bank** and/or to add new contact data to contact telephone numbers and/or electronic mail addresses recorded in the bank.
3. The detailed terms for the use of the **ICREDO.GE Internet Bank** may be places directly on the website of the **ICREDO.GE Internet Bank**.
4. The Client shall be obliged, during the entire period of effectiveness of the **ICREDO.GE Internet Bank**, to have minimum one current account in the **Bank**.
5. The limit of instructions/transactions to be performed by the **ICREDO.GE Internet Bank**:

The types of instructions	The limits in terms of amounts and hours
Transfer between the accounts of the Client's Bank	<ul style="list-style-type: none"> <li>• In the case of the initiation of transaction from 00:00 at noon till 21:00 p.m of each calendar day, the transaction shall be done on the same calendar day - without any limit.</li> <li>• In the case of the initiation of transfer instruction from 21:00 p.m till 00:00 of each calendar day, the transaction shall be done on the following calendar day - without any limit.</li> </ul>
The transfer to the account of the third person existing in the Bank	<ul style="list-style-type: none"> <li>• In the case of the initiation of the transfer order from 00:00 till 21:00, the transaction shall be carried out on the same calendar day, no more than 50 000 (fifty thousand) GEL and/or its equivalent in the foreign currency, in accordance with the commercial rate of the</li> </ul>

	<p>currency exchange determined by the Commercial Bank specially for the internet bank.</p> <ul style="list-style-type: none"> <li>• In the case of the initiation of the transfer order from 21:00 till 00:00, the transaction shall be carried out on the same calendar day, no more than 50 000 (fifty thousand) GEL and/or its equivalent in the foreign currency, in accordance with the commercial rate of the currency exchange determined by the Commercial Bank specially for the internet bank.</li> <li>• In the case of the initiation of the transfer order from 00:00 till 17:00, the transaction shall be carried out on the same banking day, and if the initiation of the transfer order from 00:00 till 17:00 of the banking day and not on the non-banking day (at any time period), the transaction shall be carried out on the following banking day - not more than 200 000 (two hundred and thousand) GEL and/or its equivalent in the foreign currency, in accordance with the commercial rate of the currency exchange determined by the Commercial Bank specially for the ICREDO.GE internet bank.</li> </ul>
<p>The transfer of amount to the Clients of another commercial bank, as well as for third persons' account and/or to the budget</p>	<ul style="list-style-type: none"> <li>• In the case of the initiation of the transfer order from 00:00 till 17:00, the transaction shall be carried out on the same banking day, and if the initiation of the transfer order from 00:00 till 17:00 of the banking day and not on the non-banking day (at any time period), the transaction shall be carried out on the following banking day - not more than 200 000 (two hundred and thousand) GEL and/or its equivalent in the foreign currency, in accordance with the commercial rate of the currency exchange determined by the Commercial Bank specially for the ICREDO.GE internet bank.</li> </ul>
<p><u>Note:</u></p> <p>Any instruction, whether for transfer or payment, which go beyond the maximum set limits, shall not be completed.</p>	
<p>Any notification/question which is received by the Bank from the Client via ICREDO.GE internet bank before 18:00 of the banking day, the Bank shall answer on the same banking day, and the notification/question received after 18:00 and/or on a non-banking day (at any time of the day) shall be answered by the Bank not later than the following banking day.</p>	

6. Based on the application the **Client** shall be authorized to:

- Determine the standards for the issuance of an instruction and/or for the completion of the transaction and the levels of authority of the Client. The further change of the said authorities and standards shall be possible directly via in internet bank, remotely, according to the terms determined by the Bank.

- To determine the main and additional customers, on whom the standards for the issuance of the task and/or for the completion of transaction shall be distributed.
7. Unless other terms are determined by the application and/or by the additional agreement of the Parties, in the case of losing a password by the **Client**, the **Client**, (or the user specified in the application completed by the **Client**), shall be authorized to address the Bank for restoring the password. Besides, in the case of the blocking of the ICREDO.GE internet bank, if this is a result of inputting the wrong password for three times, the Client shall be authorized to contact the Bank to restore the password via telephone center: +(995 32) 2424242, and in the case of losing the username for the authorization in the ICREDO.GE internet bank, the Client shall address the service center of the Bank for its restoration.
  8. The **Client** shall be obliged, in the moment of the completion of the application for the ICREDO.GE internet bank, to have the commission for using the ICREDO.GE internet bank in the amount the Client must pay on the date of the signature of the relevant application.
  9. In the case the **Client** is 1 (one) month overdue in paying the commission for ICREDO.GE internet bank, the Bank shall be authorized (but not obliged) to terminate the provision of ICREDO.GE internet bank for the **Client**.
  10. The **Client** shall be authorized, at any time, to address the **Bank** for the termination/cancellation/restoration of the access to ICREDO.GE internet bank (for a single or several users determined by him/her or the **Bank** in the application, if any).

### Annex 8 - Online Banking

1. Based on the Application the **Bank** shall activate for the **Client** the **Online banking**, by which the Client shall be authorized to instruct the **Bank** remotely and request to carry the transactions permitted by the **Online banking**. In addition, the types of transaction permitted by **Online banking**, and the terms for their implementation may change at any time by the **Bank**, at its own discretion, which does not require the additional consent from the **Client** and/or there shall be no need to inform the **Client**. However, only individuals (including entrepreneurs) may use **Online banking**.
2. For the use of the **Online banking**, the **Client** shall be authorized to visit the **Online banking** website and to obtain authorization and give the **Bank** instructions to carry out the following transaction:
  - Transfer;
  - Payment;
  - Conversion;
  - Withdrawal of money remittance;
  - To fill in the application on the start /finishing the use of different bank products (including by deposit, cards, etc.,) permitted by the on-line bank.
  - The receipt of information on bank products in the ownership of **Client**.
  - The receipt of information/services determined within the scope of different bank products provided by the **Bank**.
3. The detailed terms for the use of the on-line bank may be placed directly on the website of the **Online banking**.
4. The **Client** shall be obliged, during the entire period of effectiveness of the **Online banking**, to have minimum one current account in the **Bank**.
5. The limit of instructions/transactions to be performed by the **Online banking**:

The types of instructions	The limits in terms of amounts and hours
Transfer between the accounts of the Client's Bank	<ul style="list-style-type: none"> <li>• In the case of the initiation of transaction from 00:00 at noon till 21:00 p.m. of each calendar day, the transaction shall be done on the same calendar day - without any limit.</li> <li>• In the case of the initiation of transfer instruction from 21:00 p.m. till 00:00 of each calendar day, the transaction shall be done on the following calendar day - without any limit.</li> </ul>
The transfer to the account of the third person existing in the Bank	<ul style="list-style-type: none"> <li>• In the case of the initiation of the transfer order from 00:00 till 21:00, the transaction shall be carried out on the same calendar day, no more than 50 000 (fifty thousand) GEL and/or its equivalent in the foreign currency, in accordance with the commercial rate of the</li> </ul>

	<p>currency exchange for the on-line bank determined by the Commercial Bank specially for the internet bank.</p> <ul style="list-style-type: none"> <li>• In the case of the initiation of the transfer order from 21:00 till 00:00, the transaction shall be carried out on the following calendar day, no more than 50 000 (fifty thousand) GEL and/or its equivalent in the foreign currency, in accordance with the commercial rate of the currency exchange for the on-line bank determined by the Commercial Bank specially for the internet bank.</li> <li>• In the case of the initiation of the transfer order from 00:00 till 17:00, the transaction shall be carried out on the same banking day, and if the initiation of the transfer order from 00:00 till 17:00 of the banking day and not on the non-banking day (at any time period), the transaction shall be carried out on the following banking day - not more than 200 000 (two hundred and thousand) GEL and/or its equivalent in the foreign currency, in accordance with the commercial rate of the currency exchange determined by the Commercial Bank specially for the on-line bank.</li> </ul>
<p>The transfer of amount to the Clients of another commercial bank, as well as for third persons' account and/or to the budget</p>	<ul style="list-style-type: none"> <li>• In the case of the initiation of the transfer order from 00:00 till 17:00, the transaction shall be carried out on the same banking day, and if the initiation of the transfer order from 00:00 till 17:00 of the banking day and not on the non-banking day (at any time period), the transaction shall be carried out on the following banking day - not more than 200 000 (two hundred and thousand) GEL and/or its equivalent in the foreign currency, in accordance with the commercial rate of the currency exchange determined by the Commercial Bank specially for the on-line bank.</li> </ul>
<p><u>Note:</u></p> <p>Any instruction, whether for transfer or payment, which go beyond the maximum set limits, shall not be completed.</p>	
<p>Any notification/question which is received by the Bank from the Client via the on-line bank before 18:00 of the banking day, the Bank shall answer on the same banking day, and the notification/question received after 18:00 and/or on a non-bank day (at any time of the day) shall be answered by the Bank not later than the following banking day.</p>	

6. The **Client** may request the **Bank** to suspend / revoke / restore the access to the **Online banking** at any time.

### Annex 9 – SMS notifications

1. Upon request, the Bank shall activate SMS notifications to the **Client**, whereby the **Client** shall receive the information specified in this Annex and / or SMS notification on the Client's mobile phone number specified in the application for the SMS notification. However, the types of messages specified in this Annex and / or SMS notice application and the terms of their submission may be changed at any time by the Bank unilaterally, without the need for additional consent and / or information of the Client.
2. The **Client** can receive the following information via SMS:
  - Account deposit and / or deposit and available balance;
  - Transfer / withdrawal from the account and available balance;
  - On current bank loan payments;
  - Early repayment of bank credit;
  - Expiry of the deposit;
  - Early termination of deposit;
  - Change of **Client's** mobile phone number specified in the SMS notification application;
3. In case the bank makes default / addition / changing of a specific type of SMS in the SMS-message package selected by the **Client**, the list of SMS notifications will be automatically changed for the **Client** within the selected package.
4. The **Client** may, at any time, apply to the Bank with the appropriate application and request the addition and / or removal of the specific type of SMS allowed within the selected package.
5. The **Client** shall pay to the **Bank** special SMS service fee according to the Annex 1 of the **Standard Terms and Conditions**;
6. In the case the Client is 2 (two) month overdue in paying the commission for using SMS notification, the Bank shall be authorized (but not obliged) to terminate the provision of SMSs for the Client.
7. The **Client** shall be authorized, at any time, to address the **Bank** for the termination/cancellation/restoration of the access to SMS notifications (for a single or several users determined by him/her or the **Bank** in the application, if any).



### Annex 10 – Rcheuli Service

1. Based on the application, the **Bank** shall activate the Customer Selected Special Services named **Rcheuli Service**, whereby the **Client** will receive the services specified in this Annex 1 and / or the application for special services. However, the types of messages specified in this Annex and / or selected service application and the terms of their submission may be changed at any time by the **Bank** unilaterally, without the need for additional consent and / or information of the **Client**. Individuals (including entrepreneurs) and legal Clients may use the special service, as well as the individual **Client's** family members, in particular, the spouse, child, siblings and parents.
2. Within the framework of **Rcheuli service** the **Client** shall use the services of a personal banker and a personal credit officer and shall pay to the **Bank** special service fees in exchange for using different banking products (details are set out in Annex 1 of the **Standard Terms and Conditions**);
3. In case of exceeding 2 (two) months payment period by the **Client** for payment of commissions for special services, the **Bank** shall be authorized (though not obliged) to suspend and / or cancel the **Client's** special services.
4. The **Client** shall be entitled to apply to the Bank at any time for suspension / cancellation / restoration of the special services.

### Annex 11 – E-mail Banking

1. Based on the application, the client will activate via e-mail the banking for the client, by means of which, based on the notification sent to the bank from the e-mail address specified in the application, the client shall be authorized to give the bank the instruction and require the conduct of operations allowed in the e-mail banking and/or require the information specified by this Annex. However, the types of transactions allowed by email banking, the conditions of their implementation (including the volume of limits) and the list of acceptable information can be changed at any time, unilaterally by the bank, which does not require additional consent from the client and / or informing the client.
2. By email banking, the client has the opportunity to receive the following information / documentation:
  - Information on the amount existing/ available on the account;
  - Information on credit / deposit products;
  - Statement from the account;
  - Account details;
  - Certificate on indebtedness;
  - Information related to banking products (both credit and non-credit);
  - Other information / documentation specified in the Bank's procedures.
3. By emailing, the client has the opportunity to ask the bank to perform the following operation:
  - Transfers between own accounts - unlimited;
  - GEL transfer to third party accounts (both inside and outside the bank), including in the state budget. The request for a transfer of more than 10,000 (Ten thousand) GEL or its equivalent in another currency must be confirmed by additional telephone communication with the client at the mobile phone number registered with the email banking application. However, the total amount of the daily transfer transaction requested by the client by email banking should not exceed 250,000 (Two hundred and fifty thousand) GEL or its equivalent in another currency.
  - Foreign currency exchange - in accordance with the limits set by the bank;
  - Request for cancellation of the requested transaction (if the bank has not started the process of performing the requested transaction);
  - Full or partial prepayment of a bank loan;
  - Register the claim;
  - Opening an account (in cases permitted by law);
  - Adding amount to the deposit;
  - Early termination of deposits. Confirmation of the request for an early termination transaction in excess of GEL 10,000 (ten thousand) or in other currencies must be confirmed by additional telephone communication with the client at the mobile phone number recorded by the email banking application;
  - Request/block **Card** or/and **Business Card**.

4. By email banking, the client has the opportunity to register the desire to use various banking products (both credit and non-credit), which the bank reviews in accordance with its own policies / procedures and notifies the client of its decision:
  - Request / cancel / increase / decrease the overdraft limit;
  - Request for a new credit card;
  - Cancel / increase / decrease the credit card limit;
  - Request for a bank credit, change in its terms;
  - Request for activation of insurance products and / or cancellation of existing insurance products.
5. The client states that he/she is fully responsible for communicating any content with the bank via email banking. The bank will perform the tasks received from the e-mail address of the client and the mobile phone number recorded by the e-mail banking application, regardless of whether the communication is made directly by the client or by any third party, the circumstances will not be further verified by the bank. At the same time, a customer shall send an order to the bank at the following email address of the bank: **[mailbanking@credo.ge](mailto:mailbanking@credo.ge)**
6. In the case of successful assignment of the order by the customer to the bank by means of email banking, the customer will receive an automatic notification at their email address on the receipt of the order by the bank.
7. In the case of successful execution of the customer's order, the customer will receive an automatic notification at their email address on the successful execution of the order by the bank.
8. If the bank receives the order by means of email banking before 17:00 of the banking day, this order will be executed on the same banking day, and the order received on the non-banking day and/or after 17:00 of the banking day will be executed on the next banking day.

## Annex 12 - Child Deposit

1. Based on the application, submitted by the legal representative of the **customer**, **the bank** shall open a **Deposit Account** and **Child Deposit** for the customer.
2. **The bank** shall return, in accordance with the terms provided in the application, after expiration of the term of the **Child Deposit**, the **deposit amount** and **interest** charged on it in the same currency in which it was received from the **customer**.
3. Charging the **interest** on the **Child Deposit** shall commence from the day of transfer of the **deposit amount** into the **Deposit Account**. The bank is authorized, after 2 (two) years following the opening of the **Child Deposit**, in its sole discretion to change the interest rate charged on the deposit amount.
4. The **customer** has a right, throughout the entire term of the **Child Deposit**, at any time increase the volume of the **deposit amount**.
5. The **bank** is authorized to restrict withdrawal of the deposit amount or its part by the **customer** until the expiration of the term of the Child Deposit unless otherwise is not provided in the application itself of additional agreement between the **parties**.
6. Transfer/depositing of funds into the **Deposit Account** is possible only through the current account of the person transferring the funds (legal representative of the **customer**), and early transfer/withdrawal of the **deposit amount** from the **Deposit Account** is possible only through the current account of the person authorized to control the **Child Deposit**.
7. The **customer** shall have, throughout the entire term of the **Child Deposit**, at least one active **current account** in the **bank**.
8. After the expiration of the term of the **Child Deposit**, the **deposit amount** will be transferred into the **current account** of the **customer**.
9. **The parties** agree that an early withdrawal of the **Child Deposit** (if such right is provided in the **application** and/or is additionally agreed by the **parties**) is possible only when both parents and/or all the legal representatives collectively apply to the **bank** unless otherwise is not provided in the **law**.

### Annex 13 - Business Card

1. On the basis of an **application**, the **Bank** shall produce and deliver a **Business Card** to the **Business Card User**; the Card is the property of the **Bank**. **Business Card** name, **Business Card** scheme and type is defined under corresponding **application**.
2. If within 4 (four) months after the **Client** signs the **Business Card application**, the **Business Card User** fails to take the **Business Card**, the **business card** is canceled and the paid **commission** (if any) will not be reimbursed to the **Client**.
3. By means of the **Business Card**, the **Business Card User** shall manage the amount available on the **Client's account** (connected to the **Business Card**). Herewith, only one **Business Card** can be connected to one **Account**. The amount available on the **Account** can be managed by the **Business Card** via ATM, POS-Terminal and E-commerce.
4. **Business Card** is valid till the end of the year indicated on the **Business Card**. **Operations** on the **Business Card Account** shall be carried out within (30) calendar days from date of the **Operation**. In case the transaction is carried out in foreign currency and the **Client** doesn't have sufficient sum in corresponding currency in the **Business Card Account**, the **Bank** will make conversion of sums to USD in the **Banking** system exchange rate.
5. **The Bank** shall provide the **Business Card User** by the **Business Card PIN code** in sealed envelope and/or any other form determined by the **application** (if any). Transfer of **PIN code** to the **third person** (including the **Client** representative) is not allowed.
6. If the **Business Card** has wireless function, **Operation** may be carried out without using a **PIN code**, according to the **Limits** defined under Annex 1 to these **Standard Conditions**.
7. **Operation limits** and **Commissions** made by the **Business Card** are determined in Annex 1 of section **Standard Conditions**.
8. **Business Card** currency shall be determined by relevant **application**.
9. If the **PIN code** is entered incorrectly three times, the **Business Card** will be blocked. The **Client** is entitled to apply to the bank's service center and/or call center (032 2424242) for unblocking the blocked **Business Card**.
10. **The Business Card User** or/and the **Client** may request blocking of the **Business Card** or/and entering in the Stop-list in the **Bank's** service center or/and call center (032 2424242).
11. Once the **Business Card User**, by means of the **Business Card** instructs the **Bank** to complete the **transaction**, he/she (including the **Client**) has no right to request the **Bank** to suspend the requested **transaction**. Herewith, the **Bank** is entitled to suspend/cancel the **Transaction** at any time, in accordance with the **legislation** and/or the rules established by the **Bank**. Appeal period in connection with the **Operations** carried out using **Business Card** is 120 (one hundred twenty) calendar days from the date of such **Operation** and the **Bank** shall review such appeal within 20 (twenty) calendar days after receiving it. Also, in case of extraordinary and objective environments the deadline of reviewing appeal may be prolonged up to 55 (fifty-five) calendar days.
12. In the event the **Business Card User** has lost the **Business Card** and/or the **Business Card User** (and/or the **Client**) suspects a **third party** to be aware of the **PIN code**, the **Client** and/or the **Business Card User** shall immediately apply to the **Bank** and during off hours, apply to the United Financial Corporation (contact Number: 2 777 222), after which the **Bank** or/and United Financial Corporation will block a **Business Card**. **Business card** unlocking shall be made only on the basis of the **Client's** application.

13. The **Client** and the **Business Card User** are responsible for all **operations** performed by the **Business Card** (including **Business Card** details), whether the **transaction** is performed by the **Business Card User** or a **third party** (including against the will of the **Client** and/or the **Business Card User**).
14. The **Bank** may at any time terminate and/or cancel the validity of the **Business Card** and also request returning of the **Business Card**.
15. In the event of termination/cancellation of the validity of a **Business Card** for any reason, on the basis of the **Client's** request, the **Bank** shall deliver the amount to the **Client** available on his/her **account**.
16. The **Bank** is entitled not to fulfill the task given to the **Bank** by the **Business Card User** by the **Business Card**, if there is not enough money in the **Account** connected to the **Business Card** to perform the requested **transaction**.
17. The **Client** and the **Business Card User** are obliged to keep all the documents related to the **transaction** performed by the **Business Card** and, at the request of the **Bank**, provide the **Bank** with these documents in accordance with the provisions specified in the request.
18. The **Client** is entitled to at any time request the **Bank** to provide detailed information regarding the **Business Card transaction** in accordance with the **legislation** and the rules established by the **Bank**.
19. In case of cancellation of the **Business Card** for any reason, the **Business Card** order **commission** shall not be reimbursed to the **Client**.

### Annex 14 - Decreasing Deposit

1. Upon application, the bank shall open the client's deposit account and the decreasing deposit.
2. The Bank is obliged to return the deposit amount and interest accrued on it in the same currency as it was received from the client in accordance with the terms of the application, after the expiration of the term of the decreasing deposit and / or other terms agreed by the parties.
3. Interest payment on decreasing deposit shall start on the day of depositing the deposit amount to the deposit account. However, the deposit to the deposit account will be allowed once, only at the moment of opening the decreasing deposit.
4. The Bank is entitled not to allow the Client to withdraw the deposit amount or part thereof before the expiration of the decreasing deposit and / or before other term agreed between the parties, unless otherwise specified in the direct application or by additional agreement of the parties.
5. Transferring / depositing and / or depositing / withdrawing funds from the deposit account shall be possible only through the client's current account. However, if the client is a minor, the deposit can only be deposited through the current account of the depositor, and the deposit can only be transferred / withdrawn through the current account of the person authorized to dispose of the decreasing deposit.
6. The Bank shall be entitled, without the Client's additional consent, to fully or partially apply the deposit amount in full or in part for the Client's obligations to the Bank (whether due to credit or any other transaction), so as not to transfer the deposit amount to the Client's current account, if the decreasing deposit is used to ensure the security of the client's liabilities before the bank and unless the decreasing deposit period is less than the term determined for the performance of the secured liabilities.
7. If the decreasing deposit is not used to secure the client's liabilities to the bank, the bank may terminate the decreasing deposit validity early or without the client's prior consent, for ensuring the full or partial fulfilment of the client's liabilities to the bank (whether by credit or any other transaction), transfer the deposit amount to the client's current account and direct the existing amount to fully or partially cover the client's liabilities to the bank (whether due to credit or any other transaction).
8. The client shall be obliged, during the entire period of effectiveness of the decreasing deposit, to have minimum one current account in the bank.

## Annex 15 – Terms and Conditions for Providing POS-terminal Service

1. For the purposes of this Annex, the terms applied in it have the meanings given below, and the terms which are not explained in the present clause have the meanings specified in the first paragraph of the Standard Terms and Conditions:

- **Card** – a card of any type (except a virtual card) issued by the issuer, with which its holder makes payment to a client;
- **Client** – a person who uses the service of the Bank’s POS-terminal;
- **Customer** – a person who holds the card;
- **Authorization** - a permission issued by the Bank and/or card payment system on carrying out the operation;
- **Issuer** - a person who issues the card;
- **POS-terminal** – an electronic program-technical device which is used in the client’s facility to make payment with a card;
- **Card operation** – a non-cash payment operation carried out by using the card through the POS-terminal;
- **Affiliated person** - the Bank’s affiliated person – BANKING SYSTEMS SERVICE COMPANY LTD (the Bank’s contractor responsible for providing service of the POS-terminals);
- **Closing the day (comparing the results)** – processing the transactions carried out through the POS-terminal during a banking day;
- **Processing the transaction** – delivering to the affiliated person the information on the transactions carried out through the POS-terminal during a banking day;
- **Service facility(ies)** – the client’s retail/service facilities, defined by Annex N1 to the POS-terminal application, where the client provides service to customers;
- **Transaction** – the unity of authorization and next payment operations.

### 2. Subject of Providing POS-terminal Service

- 2.1 Based on the application, the Bank shall provide the client’s service facility(ies) with POS-terminal service which implies paying the cost of the service or/and the product provided by the client and received by the customer with the card; the funds received as the result shall be transferred to the client’s account by the Bank.
- 2.2 The amount and types of commission for Pos-terminal service shall be defined in Paragraph 5 of this Annex.

### 3. Rights and Obligations of the Parties:

3.1 **The client** shall be obliged to:

- 3.1.1. Receive POS-terminals from the Bank or/and the affiliated person;
- 3.1.2. Demand to carry out authorization with the card only in the national currency;
- 3.1.3. Place the advertising-informational materials received from the Bank or/and the affiliated person in the service facility(facilities) in the spaces agreed with them;
- 3.1.4. Not to deliver to the third person the information on the operations carried out with the POS-terminal and not to allow them to use the data without the Bank’s prior consent except the case envisaged by legislation.



- 3.1.5. Use the POS-terminals and the corresponding materials received from the Bank or/and the affiliated person only for the purposes specified in the present Annex and not to lose/damage them. In case of losing/damaging the POS-terminal, the client shall be obliged to pay to the Bank a fine of the whole amount of each lost/damaged POS-terminal within 10 (ten) calendar days since drawing up by the Bank the Act on the fact of loss/damage;
- 3.1.6. In case of early full or partial termination of the POS-terminal service or/and one or several service facilities, immediately (though not later than the period of 5 calendar days) return the POS-terminals to the Bank. In case of non-fulfillment of this requirement, the client shall be obliged to reimburse to the Bank the full cost of the POS-terminals which have not been returned to.
- 3.1.7. Not to refuse customers to pay through the POS-terminal except the reasons caused by technical problems. In case the client violates the conditions defined by this clause, the Bank shall be entitled to impose and the client shall be obliged to pay the Bank the penalty of GEL 300 (three hundred) for each case;
- 3.1.8. Keep the POS-terminal receipts within 6 (six) months and deliver them to the Bank within 2 (two) banking days since receiving a written demand;
- 3.1.9. Not to rise the price of the service to be provided and/or of the product to be sold as the result of a customer's desire to use the card and POS-terminal for making payment;
- 3.1.10. Close the previous day maximum until 9:00 p.m. of the following banking day and process the previous day's transaction;
- 3.1.11. Not to make payment with the card and not to carry out operations without goods, deliver money of any quantity to a customer instead of a service or/and a product;
- 3.1.12. For payment with the card issued by the Bank, use only the POS-terminals received under this Annex;
- 3.1.13. Before carrying out a card operation, make noticeable for the customer the amount of the card operation via the POS-terminal display or other display integrated with the POS-terminal, and in case of an electronic commercial operation – via the display of a computer, telephone, tablet computer and other device.
- 3.2 **The Bank** shall be obliged to:
- 3.2.1 In case of a client's request, once a month make available to the client the following information on each card operation: a) the unique code of the transaction which gives the client an opportunity to identify the card operation; b) the amount and the currency of the card operation to be transferred to the client's account;
- 3.2.2 Based on the information received (when completely fulfilling the obligations specified in Clause 3.1.10 of this Annex), transfer to the client's account the amounts of the card operations carried out with the card not later than the second banking day since implementation of the card operations (after receiving the corresponding amount).
4. Responsibility of **the Parties**:
- 4.1 The Bank shall not be responsible for a dispute arisen between the client and a customer;
- 4.2 In case of violating by the client the condition specified in Clause 3.1.11 of this Annex, the client shall be obliged to pay to the Bank a fine with three times more amount than the cash issued.

## 5. General Terms and Conditions:

5.1 The Bank shall be obliged to transfer to the client the amount of each card operation carried out with the card except for the commission;

5.2 During the process of carrying out a card operation, the Bank shall be entitled to stop and reserve the amount to be transferred to the client in case of violating any obligation (procedure) by the client or/and recording a mistake;

5.3 The Bank shall be entitled to unilaterally change any condition of this Annex (including the amounts of the commission) without any additional consent of the client. The information on the mentioned amendment shall be introduced personally to the client with an SMS, via e-mail or/and through a courier at least 1 (one) month earlier than entering the changes in force. At the same time, if the client's situation is not deteriorated by any condition, the Bank shall be exempted from the obligation of sending a notification.

## 5.4 Preparing the POS-terminal for working process:

- Before beginning the working day, the POS-terminal should be reloaded to prepare it for the next working day.
- The process of reloading the POS-terminal includes the following stages:
  - Plug off the POS-terminal from power source;
  - Push the red button continuously for several seconds unless the POS-terminal is turned off;
  - Plug the cord in the POS-terminal after which the POS-terminal is turned on automatically. If the POS-terminal is not turned on automatically, push the green button continuously for several seconds until the POS-terminal is turned on.
- The POS-terminal has a section where receipt paper is placed. If the POS-terminal begins printing a receipt with red stripes, it means that the paper will soon be used up and must be changed.

## 5.5 Passing the card:

- A card operation can be carried out by using both a chip and a magnetic stripe. During passing the card (if the card has no chip) the card's magnetic stripe must be directed to the below left side.
- After terminating the transaction, a receipt is printed on the POS-terminal.
- Take into consideration the fact that two receipts are printed only after a card operation or a reversal (cancellation of a successful card operation) ended successfully. In case of unsuccessful (cancelled) transaction, only one receipt is printed.
- On a receipt of a successful transaction "000" will be indicated in RESPONS CODE. The client's representative must pay attention to this code and only after that deliver the bought item/service to the customer. All other codes are codes of refusal and the amount will not be cut off from the card.
- The following codes of refusal are most often observed:

Code	Meaning
000	<b>Successful authorization</b>
100	<b>Refusal !</b> Without indicating the reason.
101, 201	<b>Refusal !</b> The card is not valid.
106,206	<b>Refusal !</b> The card is blocked due to entering the incorrect PIN three times.
110	<b>Refusal !</b> Incorrect amount
116	<b>Refusal !</b> The customer does not have enough amount on the card.
117	<b>Refusal !</b> Incorrect PIN code
119	<b>Refusal !</b> The transaction is not allowed for the customer.
120	<b>Refusal !</b> The card is being passed on the wrong terminal.
121	<b>Refusal!</b> The customer exceeds a 24-hour limit for getting cash. And if the 35transaction amount is less than USD 1,500, this means that it is the terminal where we have no such a service.
128	<b>Refusal !</b> Technical error
208	<b>Refusal !</b> The card is block with the status of lost.
400	<b>Refusal !</b> The amount been reversed and returned onto the card.
909,910,911	<b>Refusal !</b> System error

- Every day, at the time indicated by the client, the POS-terminal automatically closes the day and the complete report of the entries is printed. The receipt of closing the day shows all entered and reversed transaction, corresponding amounts. Card operations, carried out after closing the day, will be transferred to the following day's closing process and processed together with the following day's transactions.
- Safety measures when providing service with the card

- The card must be used only by a legal holder.
- Use of other person's card is considered an illegal action carried out by the card.
- When carrying out a card operation, pay attention to the expiry date of the card and make sure that the card is not damaged.
- Only the month and year are indicated on the expiry date of the card. The card is valid until the last day of the month.
- After printing out the cheque from the POS-terminal, make sure that the card number printed on the cheque coincides with the card number (the first 6 digits and the last 4 digits) existing (embossed) on the card.
- In case of any doubt related to the card or the customer or if the number embossed on the card does not coincide with the number printed on the cheque, the client has the right to demand the customer to present the ID document, immediately connect to the Bank and follow the further instructions.
- The cheque of each card operation carried out must be kept by the client within 6 (six) months.

**Annex 16 – Joint Deposit**

1. Based on the joint application, the Bank shall open to two clients a joint deposit account and a joint deposit.
2. After expiry the period of the joint deposit, in accordance with the conditions specified in the application, the Bank shall be obliged to return the deposit amount and the interest rate accrued to it to the joint current account in the same currency in which the Bank received it from the client.
3. Accrual of the interest rate on the joint deposit shall be commenced since the date of putting the deposit amount on the joint deposit account.
4. Within the whole period of the joint deposit, each client shall be entitled to increase the quantity of the deposit amount independently, without the second client's any consent.
5. The Bank shall be entitled not to allow any client to withdraw the deposit amount or the part of it (even in case of application by the both clients) before the expiry of the joint deposit unless the other condition is defined according to the application or the additional agreement between the parties.
6. Transferring /putting money to/on the joint deposit account or/and remittance/withdrawal of the deposit amount from the joint deposit account can be carried out only through the clients' joint current account.
7. Without any client's additional consent, the Bank shall be entitled to direct the whole deposit amount or part of it in order to fully or partially fulfill the obligations (both credit obligations and the ones assumed in connection with any other transaction) undertaken by one of the clients before the Bank so that the deposit amount is not transferred to the clients' joint current account if the joint deposit is used to secure the obligations of one of the clients assumed before the Bank and the period of the joint deposit is not less than the period of fulfilling the secured obligation.
8. The both clients shall be obliged to have minimum one active joint current account with the Bank during the whole period of the joint deposit.
9. After the expiry of the joint deposit, the deposit amount shall be put on the joint current account.