

**TBC-Bank**  
**CONTRACT ON CARRYING OUT BANK ACTIVITIES OF AN INDIVIDUAL**

**1. SUBJECT OF THE CONTRACT**

- 1.1 The bank opens an account (accounts) to a client, carries out bank activities and renders services described in the contract with taking into consideration regulations and conditions envisaged by the contract.
- 1.2 To get services described in the contract, a client makes a written application (or any other requests foreseen by the contract) and with such an application a client confirms that he/she knows in detail all the conditions of the contract and agrees with them and thus joins the contract. The bank takes up the client's application and in case of reaching a favorable decision the bank starts rendering services mentioned in the application no later than within 2 (two) working days after receiving the application.
- 1.3 An account is opened on the basis of the client's application and of those necessary documents envisaged by the legislation (after presenting these documents to the bank). A client is responsible for the veracity of all the submitted documents. At the same time the bank can make a legal examination of the submitted documents and can advise the client on the subject.

**2. PAYING FUNDS INTO AND THEIR TRANSFER ONTO AN ACCOUNT**

- 2.1 Funds may be transferred onto the client's account either by cash or cashless way.
- 2.2 If, in case of money transfer into the client's account through another bank, identification data in the transfer documentation do not coincide fully with the bank information about a client, the bank will transfer the money to "indefinite account", carry out all necessary investigations to determine the receiver and, if inconsistency between the data is not eliminated, the money will be returned to a payer.
- 2.3 If the bank transfers money by mistake to the client's account, a client is obliged to inform the bank about the erroneously transferred money within 1 (one) bank day after getting the bank statement and he/she is obliged to return the money to the bank. Otherwise a client will answer for the consequences according to the given contract and the law currently in force.
- 2.4 The bank ensures money deposition onto the client's account and money transfer from the client's account no later that within 3 (three) working days.

**3. WRITING OFF FUNDS FROM AN ACCOUNT**

- 3.1 As a rule, the bank writes off the funds from accounts in consent with a client, by his/her permission, on client's instructions or at his/her request according to the rules of the given contract.
- 3.2 Money can be written off from accounts by non-accepting way in the following cases:
  - 3.2.1 For bank service (commission) according to the current rates of the bank;
  - 3.2.2 For returning money erroneously entered in the account by the bank;
  - 3.2.3 To pay off any debt to a bank or to meet engagements. In case, if the debt is set in the currency different from the national currency, the equivalent is determined according to the exchange rate by the time when the bank is writing off the money;
  - 3.2.4 In other cases provided by the current legislation.
- 3.3 It is possible to cancel a task given by a client to the bank but in consent with the bank and only if the mentioned task is not fulfilled yet and the cancellation of the task doesn't run counter to the current legislation of Georgia, or to the essence of those obligations for fulfilment of which the task has been given.
- 3.4 The bank has the right not to implement the client's task and, with acceptable for the bank forms, it informs the client about the non-fulfilment of the task if:
  - 3.4.1 It is impossible to fully identify the client;
  - 3.4.2 The task is drawn up or submitted to the bank with the breach of the established rules or it contains inaccurate information (instructions);

- 3.4.3 The amount of money indicated in the task is more than the amount available on the account or it is more than the limits established by the bank;
- 3.4.4 The bank casts doubts on the attempt to implement illegal operation.

#### **4. COST OF BANK SERVICES**

- 4.1 Financial relations between a client and the bank are fully regulated with the bank rates and with the contract concluded between the client and the bank. For opening an account, implementing operations from the account and for rendering services according to the given contract, a client pays the bank a certain amount according to the current rates determined by the bank by the time of carrying out operations or rendering services.
- 4.2 If bank rates are changed, the bank is obliged to change the cost of client services. The bank informs its clients about such changes 10 (ten) days earlier before the changes with the aid of spreading information sources.
- 4.3 If a client refuses to get any services provided by the present contract, he/she won't be reimbursed for the already paid cost of service (commission).
- 4.4 The bank has the right to offer a client to make use of a pack of rates. This implies to obtain the right to use simultaneously several bank services and preferential rates instead of paying a fixed commission. A client fills in a special application in order to be registered for the pack of rates. Filled application on the pack of rates will be considered as the client's consent to use the services listed in the pack of rates and it won't be necessary any more to fill in an application mentioned in paragraph 1.1 of the given contract and then to present it to the bank for getting each service.

#### **5. OBLIGATIONS AND RIGHTS OF THE PARTIES**

##### **5.1 A client is obliged:**

- 5.1.1 To inform the bank immediately about the changes and additions made in the documents submitted to the bank and in the given to the bank information. A client also informs the bank in writing about the change of those persons who have the right to dispose of the account or to get information about the state of the account. Appropriate documents should be enclosed with this written notification. Before receiving the notification on changes and appropriate documents, the bank carries out its activities on the basis of the previously submitted documents and authorised signature;
- 5.1.2 To inform the bank immediately in written form about the changes of the address, telephone numbers, e-mail address and of other contact details;
- 5.1.3 Along with the each request to open a new account, to submit to the bank the documents about his/her tax and entrepreneurial status;
- 5.1.4 To use opened accounts for entrepreneurial purposes only in case if he/she has appropriate tax/entrepreneurial status. Otherwise a client is obliged not to use his/her accounts for entrepreneurial activities.
- 5.1.5 To give the bank, upon the bank's request, all the documents and information concerning the bank operations;
- 5.1.6 To meet the conditions of the present contract;
- 5.1.7 To observe procedures described in information sources spread by the bank;

##### **5.2 The bank is obliged:**

- 5.2.1 To give the client, upon the client's request, information about the state of the account;

##### **5.3 The bank has the right:**

- 5.3.1 To improve, at any time, types of services mentioned in the given contract; to change conditions, characteristics and cost of the services, on which a client states his/her consent beforehand.
- 5.3.2 To dissolve the contract unilaterally without prior notification and to close an account (accounts) if a client breaks conditions of the contract;

- 5.3.3 A client is forbidden to use any service envisaged by the contract for illegal purposes, e.g. for acquiring of those goods or services acquisition of which is prohibited by the current legislation of Georgia.

## 6. RESPONSIBILITIES OF THE PARTIES

- 6.1 The bank is responsible to a client for timely and accurate implementation of bank activities. If through the bank's fault a certain amount will be incorrectly written off from the account or there will be broken terms of money transfer, the bank pays a fine at a rate of 0.05 % of the appropriate amount, or it pays for each delayed bank day according to the legislation.
- 6.2 In case of non-compliance with the obligations stipulated by paragraph 2.3 of the given contract, the client is obliged to pay the bank a fine at the rate of 0.05 %, or he/she pays for each delayed bank day according to the legislation.
- 6.3 Payment of a fine does not release the infringer from performance of the duties stipulated by the contract.
- 6.4 The bank is not responsible for non-compliance with its duties if it is caused by a client's mistake in the "Assignment on payment" or if in any other document the recipient or bank-intermediary are specified erroneously or if it is caused by any mistake due to circumstances beyond the bank's control.
- 6.5 The bank is not responsible for the results of the operation executed on the instructions of the client.
- 6.6 The parties are relieved from the responsibility for non-compliance with their duties stipulated by the contract if it is caused by direct effect of insurmountable obstacles, in particular: flood, earthquake, fire, strike, military actions, blockade, acts of the state bodies (**force-majeure circumstances**). If force-majeure circumstances arise, the parties are obliged to inform each other immediately about such circumstances. The parties postpone execution of their duties foreseen by the contract until the liquidation of force-majeure circumstances.

## 7. INFORMATION ABOUT THE CLIENT AND CONFIDENTIAL INFORMATION OF THE BANK

- 7.1 A client declares that by the time of submitting an application indicated in paragraph 1.1 of the present contract, the information given by the client to the bank (including the status of the client's enterprise activity and the client's status of a tax payer) is truthful, exact, full and comprehensive. The client is obliged to inform the bank immediately about any changes of his/her status or about any changes in his/her activity.
- 7.2 The bank is obliged to keep a secret the information connected with bank operations and accounts of the client and which became known to the bank during business relations with the client, except for the cases stipulated by the legislation, or if the information concerns usual bank operations within the frame of international bank practice and bringing out of such information does not infringe the client's interests.
- 7.3 The bank does not bear the responsibility for reception of the bank notice by other person if such a person is indicated in the contact information shown by the client to the bank.
- 7.4 With a view of improvement of bank service or with a view of performing the obligations of the given contract, the client agrees, that the bank has passed the information on bank accounts and operations of the client to the persons being under contractual conditions with the bank, observing the confidentiality of the given information.
- 7.5 The client allows the bank unconditional right at any time and without additional agreement with the client to pass any existing in the bank information about the client to a **credit-information bureau** operating in Georgia.
- 7.6 The passed information stipulated by paragraph 7.5 of the given contract, without any restriction includes: identification data of the client, volume of debts to the bank,

the purpose of the credit, the rated increase, validity, timeliness of payments connected with the credit, the rest of debts, identification data of a subject of collateral, and also the information on the mortgage and on covering the duties taken within the frames of the given contract. In case of court hearing, the information on legal proceedings and on executive procedures is passed, also passed any other information about the client inquired by the established procedures of the credit-information bureau.

- 7.7 During the period of validity of the given contract the client allows bank unconditional right at any time and without additional agreement with the client to get acquainted with credit history of the client in the database of the credit-information bureau.

## **8. VALIDITY OF THE CONTRACT AND OTHER CONDITIONS**

- 8.1 This contract comes into effect from the moment when the bank acknowledges the receipt of the application mentioned in paragraph 1.1 of the given contract, and the contract is in effect within six months. Validity of the contract is automatically extended for the period of six months if one month prior to expiration of its period of validity the parties will not express their desire on cancellation of the contract. Upon expiration of each subsequent 6 (six) months, period of the contract's validity is prolonged according to the established rules of this paragraph. The contract can be terminated at any moment by agreement between the parties.
- 8.2 Client can close at any moment the account or before closing the account stop using any service or all types of services stipulated by the given contract, or 10 (ten) days earlier before the termination of using the services through the written notification of the bank.
- 8.3. The bank can close at any moment the account of the client or before closing the account stop rendering any service or all types of services stipulated by the given contract, or 10 (ten) days earlier before the termination of rendering services through the written notification of the client.
- 8.4 The contract terminates in other cases stipulated by the legislation.
- 8.5 Bank has the right to make changes (additions) in the text of the given contract 10 (ten) days earlier before carrying out changes (additions) through the placement of the corresponding information on the bank's Internet-site [www.tbcbank.ge](http://www.tbcbank.ge).
- 8.6 In case, described in paragraph 8.5 of the given contract, the client will have the right at any time before the expiration of 10 (ten) days from the date of publication by the bank of the information on its Internet-site to terminate the contract according to paragraph 8.2 of the given contract.
- 8.7. If the client does not exercise his/her right, described in paragraph 8.7 of the given contract, changes (additions) offered by the bank will be considered as acceptable by the client, and the contract - changed according to the offered conditions.
- 8.8 Any notification is carried out in writing or in any other form stipulated by the contract. The written notification is delivered to the other party to the last address known to the sender. For notification the bank can also use other means of communication (including electronic, digital, telephone, etc.).
- 8.9 The address of the bank, and also the addresses of its branches and service-centers are considered as the place of implementation of the present contract.
- 8.10 When settling issues not stipulated by the contract, the parties are guided by the current legislation of Georgia.
- 8.11. Any dispute and disagreements arisen between the parties are resolved by negotiations. In case the consent between the parties is not reached dispute is considered in city court of Tbilisi or in arbitration selected by the bank according to the arbitration agreement mentioned in paragraph 8.17 of this contract. The parties agree that taking into account paragraphs 12.3.4, 2.3.6 and clauses 14 of the given contract, the decisions reached by the court of the first instance should be immediately executed.

- 8.12 Parties agree that the information placed on the Internet-site of the bank, and the information in the bank's database (in computer programs), electronic and printed copies of this information prepared by the bank and signed by the director of the bank confirm existence of those interrelations which are stipulated by the given contract.
- 8.13 This contract prevails if in connection with a subject of this contract the parties come into conflict with earlier concluded contracts.
- 8.14 Cancellation and/or discontinuance of any provisions of the given contract do not cause cancellation and/or discontinuance of the contract.
- 8.15 Conditions of serving a client are described in detail in distributed by the bank information sources (including booklets, brochures, the Internet-site of the bank, etc.). In case of the contradiction between the information given in information sources and the content of the present contract, are used provisions of the given contract.
- 8.16 Text of the given contract is placed on the Internet-site of the bank [www.tbcbank.ge](http://www.tbcbank.ge).
- 8.17 The parties agree that:
- 8.17.1 The bank has the right, proceeding from this contract (agreement), to refer any dispute, disagreement or the claim connected with this contract, including a question of fulfillment, breach, termination or annulment of this contract (agreement) for consideration and for final decision to "Tbilisi Conciliation and Arbitration Chamber", Tbilisi Conciliation court - permanent arbitration "Metekhi", "Tbilisi Arbitration Chamber", "Independent Arbitration Court" or to any other private arbitration selected by the bank.
- 8.17.2 In arbitration the case will be considered by one arbitrator who will be appointed by the chairman of permanent arbitration.
- 8.17.3 The place of considering the case is Tbilisi.
- 8.17.4 The language of considering the case is Georgian.
- 8.17.5 Arbitration can be conducted and award can be made both though oral consideration and on the basis of the furnished material (though the simplified procedure).
- 8.17.6 The date of passing the award is defined by 14 (fourteen) calendar days from the moment of filing the arbitration claim.
- 8.17.7 The parties shall be notified on holding an arbitral session at least one day prior to holding such a session.
- 8.17.8 The notification can be carried out with the use of any means of communication (in writing, by phone, e-mail, etc.).
- 8.17.9 Prior to the beginning of arbitral proceedings or at any stage of the proceedings before passing the final award, the party can file a motion to arbitration for interim measure to secure an arbitration claim.
- 8.17.10 The measures of securing the arbitration claim used by arbitration have a binding force and their execution is admissible on the basis of the writ of execution given out by arbitration without referring to court and without a judicial recognition.

## **9. THE INTERNET-BANK**

- 9.1 **Description of service**
- 9.1.1 Service by the Internet-bank for a client means using the Internet-site of the bank [https:// www.internetbanking.ge](https://www.internetbanking.ge) and without coming to the bank:
- 9.1.1.1 to get the information of the bank;
- 9.1.1.2 to register on using various bank services;
- 9.1.1.3 to carry out various bank operations within the frames of certain limits.
- 9.1.2 Through the Internet-bank the client can carry out various bank operations, according to the rules, requirements and the terms mentioned in the given contract and which are in force in the bank by the time of implementing certain bank operation;
- 9.1.3 For getting the service of the Internet-bank a client should submit an application to the bank according to paragraph 1.1 of the given contract. Registration on Internet-

bank service is also possible through the Internet using the code mentioned in sub-paragraph 11.2.1 of the given contract.

**9.1.4 The bank is not responsible for the consequences caused:**

9.1.4.1 by malfunction in a client's personal computer (its separate parts or accessories) or any other person, and also by malfunction in software;

9.1.4.2 by wrong or incomplete filling in of the application by a client;

9.1.4.3 by non-compliance with the duties taken on by a client in sub-paragraph 9.1.6;

9.1.4.4 by non-use of the rights by the client listed in sub-paragraph 9.1.7;

9.1.4.5 by non-compliance with the recommendations by the client mentioned in information sources spread by the bank.

**9.1.5 The bank has the right:**

9.1.5.1 To establish restrictions unilaterally on an active operation of the client (transfer, converting) and to define the extreme parameters acceptable for such operations (the maximum sum of single transfers, the maximum sum of total transfers for the certain period, a maximum quantity of transfers, etc.).

**9.1.6 A client is obliged:**

9.1.6.1 for establishing connection with the Internet-bank, to use only a modern version of Internet-browser which ensures at least 128 bit data enciphering;

9.1.6.2 to observe safety while keeping any equipment and information necessary for using the Internet-bank: user name chosen by the client, Password, equipment given to the client by the bank (Digi Pass Token and etc.), and also any types of codes connected with a card or these equipments;

9.1.6.3 to change a password as soon as a client enters the Internet-bank and to observe its confidentiality;

9.1.6.4 to change a password quite frequently, not to entrust a password, a code and/or a cap code of the given to a client equipment (Digi Pass Token and etc.) to the third person, not to save these data in the computer's memory, not to allow handing over of the given to him/her equipment to the third person;

9.1.6.5 before the direct use of the Internet-bank, to make certain that in the address field there is really written web-address of the bank's Internet-bank <https://www.internetbanking.ge> and to double-check the originality of this address in the safety certificate;

9.1.6.6 to inform the bank immediately if a password, any code or any equipment is lost or revealed;

9.1.6.7 not to confide in notifications received by e-mail which demand on behalf of the bank personal bank data being provided or renewed;

**9.1.7 A client has the right:**

**9.2 Identification of a client**

9.2.1 All necessary information for using the Internet-bank is given to a client in a sealed envelope (hereinafter referred to as "Identification data"). By using these data there is occurring a client's identification when entering the bank's web-site. Without inputting the above-mentioned data in a special web-site column, the information about the account won't be outputted, bank operations and registration for services won't be implemented.

9.2.2 The bank is bound to create additional mechanisms for client's identification, e.g. for rendering certain services the bank can demand the use of the codes created (generated) by those equipments which have been given to a client by the bank.

9.2.3 The bank and a client are obliged to observe confidentiality of the identification data.

9.2.4 If the identification data are lost a client must apply immediately to the bank (in any form stipulated by the present contract) for getting new identification data.

9.2.5 On the basis of the client's application on loss of identification data, the bank is obliged to ensure suspension of services of client's accounts by the Internet-bank before receiving new instructions from the client.

9.2.6 When a client opens a new account in the bank, Internet-bank service will be fulfilled *automatically* using the existing identification data.

9.2.7 A client declares beforehand that only after comprehensive study of conditions of appropriate services he/she will be registered as the user of these services; with the use of the identification data mentioned in paragraph 9.2.1 of the present contract, expression of the wish for registration will be equal to the client's consent to all conditions of those services the user of which he/she will be registered through the bank's web-site.

### 9.3 **Client's tasks and consents**

9.3.1 The parties acknowledge and confirm that the operations implemented through the Internet-bank have the legal force equal to the document printed on the paper and ratified (carried out in writing and signed) by the person authorized to dispose of the account.

9.3.2 A client assigns the bank and gives it the right during the Internet connection with the bank:

9.3.2.1 to make available for a client to reach the information about his/her accounts;

9.3.2.2 to fulfill on the client's instructions the operations admissible by the bank within the frames of the Internet-bank services;

9.3.2.3 the client's claims on the Internet-bank services are accepted within 45 (forty-five) days after the fulfillment of the operation.

## 10. AUTOMATIC TRANSFERS

### 10.1 **Description of the service.**

10.1.1 Service by automatic transfers means that the bank transfers money from accounts of its client for public utilities and for other purposes without the subsequent consent of the client. This operation is made on the basis of that fixed amount which is specified in the client's application on automatic transfers, or on the basis of the information on client's debts which is conveyed to the bank by the person serving the client.

10.1.2 The parties agree that for carrying out an automatic transfer, the bank has created electronic payment documents which have a legal effect of the document printed on a paper and signed by the person having the right to dispose of the account.

10.1.3 The bank carries out bank activities on the basis of the given contract and taking into consideration terms and requirements of the given contract, the application for registration on services of automatic transfers and information material spread by the bank.

10.1.4 To get services of automatic transfers the client should address to the bank with the application according to paragraph 1.1 of the given contract.

#### 10.1.5 **The bank is obliged:**

10.1.5.1 To provide the client with automatic transfers with observance of the conditions indicated in an information material spread by the bank.

10.1.5.2 To ensure awareness of the client (with short text messages) on performing the transfer.

#### 10.1.6 **Bank is not responsible for results which are caused by:**

10.1.6.1 incomplete or wrong filling of the application by the client;

10.1.6.2 non-compliance with the duties undertaken by a client in paragraph 10.1.8 of the given contract;

10.1.6.3 non-use by a client of those rights which are listed in paragraph 10.1.9 of the given contract;

10.1.6.4 non-fulfilment of the recommendations mentioned in information sources spread by the bank;

10.1.6.5 due to the addressee of automatically transferred sum.

#### 10.1.7 **Bank has the right:**

10.1.7.1 not to execute automatic transfer (payment) to the account of the client in the presence of insufficient amount;

10.1.7.2 not to execute automatic transfer (payment) in cases stipulated by the current legislation of Georgia or in the presence of debts to the bank;

- 10.1.7.3 to define priorities of transfers.
- 10.1.8 **Client is obliged:**
  - 10.1.8.1 to specify in the application on registration for services of automatic transfers one or several accounts (one of which should be in laris);
  - 10.1.8.2 it is obligatory to register own account as the auxiliary account opened in foreign currency; it is necessary if automatic transfers serve payment of amounts set in foreign currency;
  - 10.1.8.3 to have on the accounts specified in the application a balance, sufficient for automatic transfer;
  - 10.1.8.4 to pay cost of service according to the rates applicable in the bank by the time of transfer.
- 10.1.9 **Client has the right:**
  - 10.1.9.1 using the services set in information sources of the bank, to receive the information on the automatic transfers made from his/her accounts;
  - 10.1.9.2 to make respective alterations in the data fixed in the initial application on registration for given service
  - 10.1.9.3 to refuse using the service.

## 11. TELEPHONE SERVICE

- 11.1 **Description of service**
  - 11.1.1 Telephone service means without occurrence of the client in the bank by means of telecommunication:
    - 11.1.1.1 to get bank information;
    - 11.1.1.2 to be registered on using various bank services and to modify registered data;
    - 11.1.1.3 to carry out various bank services within the frames of certain limits.
  - 11.1.2 Telephone service applies to all bank accounts of a client. If the client does not wish to receive telephone service concerning any of his/her accounts, the client is obliged to declare about it to the bank in writing or in any other form established by the given contract.
  - 11.1.3 To get telephone service, the client should address to the bank with the application, according to paragraph 1.1 of the given contract.
- 11.2 **Identification of the client**
  - 11.2.1 A sealed envelope with a special telephone code is handed over to the client; the client says this code and thus his/her identification occurs before rendering him/her telephone service. Without saying the telephone code, the information on the account will not be given out, bank activities and registration on the service will not be carried out.
  - 11.2.2 Bank has the right to ask additional questions with the purpose of identification of the client.
  - 11.2.3 Bank is obliged to keep telephone code handed over to the client a secret and refuse telephone service to the person who cannot say telephone code.
  - 11.2.4 If the bank has a suspicion (even on the basis of the answers received on additional questions) that the third person and not the client tries to get information or tries to implement operation, the bank has the right to refuse to carry out telephone tasks.
  - 11.2.5 If the client during the telephone conversation three times successively says with a mistake a telephone code, the bank stops telephone service of the client. Telephone service is restored after the bank itself will call the client and make his/her identification using telephone code and other means envisaged by the given contract.
  - 11.2.6 If due to the client the telephone code becomes known to the third person, the bank is released from any responsibility for the consequences caused by this fact.
  - 11.2.7 In case of loss or revealing telephone code, the client is obliged to send the bank immediately a written notification.

- 11.2.8 On the basis of client's oral (by phone) or written application on loss of a code, the bank is obliged to stop telephone service of client's accounts before getting new instructions from the client. In case of the oral notice, identification of the client will occur by telephone code or additional questions.
- 11.2.9 When a client opens a new bank account, telephone service will be carried out using existing telephone code. In this case a new contract is not made out between the bank and the client and the terms of the given contract apply to the new account.
- 11.2.10 using the code specified in paragraph 11.2.1 of the given contract, the client can be registered as the user of electronic services offered by the bank at the moment of registration.
- 11.3 **Applications, tasks and the consents of the client**
- 11.3.1 A client declares in advance that only after studying thoroughly conditions of appropriate services, he/she will be registered as a user of these services. The client also declares that his/her wish to be registered will be considered as the consent with conditions of those services a user of which the client will be registered using telephone service.
- 11.3.2 A client charges the bank and gives it the right during telecommunication after completing corresponding procedures of identification:
- 11.3.2.1 to give information on his/her accounts;
- 11.3.2.2 on client's instructions to carry out activities admissible by the bank within the frames of telephone service.
- 11.3.3 By the given contract the client agrees that any of his/her requirement to get the bank information, to be registered for using a service, to fulfil an operation will be fixed by the bank's recorder and in case of any dispute such a record will be used as the evidence. The record is the bank's property and the bank has the right to not pass it to a client without the decision of the court.

## **12. A PLASTIC CARD**

- 12.1 **Description of the service**
- 12.1.1 Plastic card service means that a client (hereinafter referred to as "the owner of a card") implements bank operations using issued by the bank plastic cards VISA or MasterCard (hereinafter referred to as "card").
- 12.1.2 On the basis of the given contract the client can obtain one or several cards. Type of the card is determined by the application which is signed and submitted by the client to the bank concerning each single card. The application represents an integral part of the given contract.
- 12.1.3 On giving out a card, mobile phone number of the owner of a card is automatically registered on the bank's SMS service (conditions and instructions for using the services are given in information sources of the bank). The owner of a card has the right to refuse using the mentioned service and he/she indicates about it in the application.
- 12.1.4 Conditions of using a card are given in detail according to procedures of international payment system VISA or MasterCard in information sources worked out by the bank. These sources are given to the owner of a card along with the card itself. The rules mentioned in information sources represent an integral part of the given contract.
- 12.1.5 Owner of a card is a person under whose name is issued a card. Identification of the owner of a card occurs by name, surname, signature sample put on the surface of the card, and by a confidential personal identification code (pin-code).
- 12.1.6 Bank has the right to refuse both to issue a card and to renew it without mentioning reasons.
- 12.1.7 Period of using a card is defined by the term specified on the card. Validity of a card expires after the last day of the month specified on a card.

12.1.8 For using a card the owner of a card is obliged to pay commission for the first year of service before a card will be issued. Commission fee for the next year (the next years) are paid after a card is prepared at the end of each full year. Commission for each next year of service is written off automatically from the card account if after each full year up to the 15-th day of the next month the owner of a card does not return a card taking into consideration rules indicated in sub-paragraph 12.4.6.1 of the given contract.

12.2 **Procedures connected with a card**

12.2.1 Card is the bank's property.

12.2.2 For carrying out operations with a card, for each type of a card in the bank there are opened appropriate card accounts.

12.2.3 Debit operations on the card account are allowed only with the use of a card or electronic services specified in the given contract.

12.2.4 Owner of a card has the right to use the amount available on his/her card account with deduction of a commission fee for serving a card and minimum balance. In case of the excess expenditure of the amount, from the basic amount there will be subtracted a commission fee connected with the excess expenditure.

12.2.5 The use of a card and the card account can be restricted by the bank by establishing appropriate limits.

12.2.6 On the instructions of the owner of a card it is admissible to issue additional cards for the card account. The additional card is given out and the person of its owner is defined on the basis of the application signed by the owner of a card.

12.2.7 Bank has the right to connect, on its own initiative, accounts of different currencies with one card, or to connect several cards of one and the same type with one account. The currency priority is defined by the owner of a card.

12.2.8 For getting a card (notwithstanding the basic or additional it is) the owner of a card should present to the bank the corresponding application, should turn to or transfer into an account minimum balance and commission for a year of service of a card according to bank tariffs.

12.2.9 After paying money specified in paragraph 12.2.8 of the given contract into a card account, within determined by the bank terms the bank will issue a card and a pin-code and will hand them over to the owner of a card together with appropriate documents (directions for using a plastic card).

12.2.10 If within 90 (ninety) calendar days after preparing a card, the owner of a card will not take the card, the bank has the right to destroy the card. In this case the owner of a card will not be reimbursed for the expenses. The minimum balance on the card and other amounts will be returned to the owner of a card according to the rules specified in sub-paragraph 12.4.6.1 of the given contract.

12.3 **Sums added on the card account, non-authorized and automatic overdraft**

12.3.1 Minimum balance is the amount which is blocked on the card account during validity of the card. The size of the minimum balance is defined depending on a card type, defined by the rules and conditions established by the bank. In case if as a result of any transaction, the amount on the card account has turned to be less than the minimum balance, the owner of a card is obliged to pay or transfer money into the card account which should be sufficient to reload minimum balance.

12.3.2 It is possible to dispose of the amounts on the card account within the frames of those limits which are established by the bank, and the free disposal of the minimum balance is possible only in case of cancellation according to the established by the bank rules of all cards connected with the account.

12.3.3 If the payment with a card is carried out in the currency different from the currency on the card account then from the account of the owner of a card the amount will be written off and converted. The process of converting in the bank's network will happen according to the rates established by the bank on the day of implementing

payment, and outside the bank's network – at a rate established by VISA or MasterCard.

- 12.3.4 **Non-authorized overdraft** is a negative balance (debt) occurred on the card account of the owner of a card without the bank's consent (sanction), except for the cases stipulated by sub-paragraph 12.3.6 of the given contract.
- 12.3.5 In case of non-authorized overdraft existence, the owner of a card will be obliged to fill the amount to the size of the minimum balance within 2 (two) days after the overdraft is occurred.
- 12.3.6 **Automatic overdraft** is the credit fund received by the owner of a card from the bank. The owner of a card will be given the right to use this fund after the conditions of the bank's credit policy is satisfied.
- 12.3.7 In case of using automatic overdraft, the owner of a card will be obliged to return the used amount (received in the form of the credit) according to the established by the bank conditions of covering automatic overdraft.
- 12.3.8 For using non-authorized or automatic overdraft the owner of a card will be obliged to pay the bank an interest. The annual size of an interest is defined at the moment of occurrence of non-authorized or automatic overdraft according to the established by the bank rates for using non-authorized or automatic overdraft at the rate of 365 calendar days. An interest is allowed on the overdraft from the date of its occurrence till the date of its full covering (actual payment).
- 12.4 **Suspensions of validity or cancellation of a card and the card account**
- 12.4.1 Validity of a card will be suspended when the owner fixes his/her desire, and also in case of loss or theft of a card. In case of loss of a card the owner of a card is obliged to inform the bank immediately in writing or by phone (a phone number: +99532 272727) about this fact. The bank guarantees a suspension of validity of a card according to a method determined by the owner of a card, inputting data of a card into:
  - 12.4.1.1 local stop-list, which maximum in 1 (one) bank day provides blocking of a card only for the authorized transactions;
  - 12.4.1.2 the international stop-list, which provides full blocking of a card (for non-authorized transactions) within minimum 2 (two) weeks.
- 12.4.2 If the owner of a card breaks any term stipulated by the given contract or by the instructions for using a card, at any moment the bank can suspend or block validity both of the basic and of the auxiliary card.
- 12.4.3 During the period indicated on the card, the owner of a card is obliged to indemnify for losses caused by non-authorized transactions executed by the blocked card but only if blocking has not been carried out by inputting into an international stop-list.
- 12.4.4 The owner of a card has the right to make a complaint against implementing transaction with the card blocked by inputting into an international stop-list.
- 12.4.5 The owner of a card is obliged to pay commission for putting a card into stop-list.
- 12.4.6 Card account will be closed:
  - 12.4.6.1 on the basis of the written application or after 30 (thirty) days from the moment of the expiration of the card if during this period the owner of the card does not make a written statement on extending the validity of the card. In this case the card account will be considered closed and the amounts will be returned to the owner of the card within no less than 30 (thirty) days from the date of passing all the cards (including auxiliary cards) to the bank and only after there will be completely covered all existing to the bank debts. If the card account is the basic account for the pricing packet and the owner of the card does not have any other alternative account, which can be mentioned as the basic account (current / card account), along with the card the pricing packet will also be closed. Besides, there will be cancelled all terms, which were foreseen by the terms of the pricing packet product.

- 12.4.6.2 in case of termination of the contract between the bank and VISA or MasterCard. In this case the bank is obliged to notify the owner of a card on closing the card account within 5 bank days.
- 12.4.7 By means of the module of monitoring - the special software - bank controls transactions carried out by the card. It means that the bank has the right to suspend temporarily validation of the card on fixing (monitoring) doubtful transaction. The owner of a card has the right to refuse monitoring the card for a certain period that is indicated in his/her application.
- 12.5 **Obligations and rights of the parties:**
- 12.5.1 Owner of a card is obliged:
- 12.5.1.1 at the time of handing over, to check up integrity of the envelope where the pin-code is enclosed;
- 12.5.1.2 to store the documents confirming performance of operations by a card within 6 months after implementing such operations and in case of necessity to submit them to the bank;
- 12.5.1.3 within 45 calendar days after carrying out an operation, to address to the bank in writing if the owner of a card does not recognize operations (transactions) on his/her card account. Otherwise the complaint for returning the amount will not be accepted. At the same time the owner of a card has no right to make a complaint against the transactions which have been carried out through the Internet. The owner of a card is obliged to pay cost for additional services connected with research of a problem by VISA or MasterCard;
- 12.5.1.4 not to admit transfer (revealing) of a card or pin-code to the third party;
- 12.5.1.5 to reimburse the bank for its expenses connected with paid additional services made by VISA or MasterCard (if such are available);
- 12.5.2 Following cancellation of the appealed transaction (operation) and if the money is refunded, the bank is obliged to transfer money to the client's account during maximum of 90 (ninety) days.
- 12.5.3 The bank has the right:
- 12.5.3.1 To reflect on the card account a transfer made by trading or serving units (including a casino, a totalizer, etc.) of the money equal to more than minimum balance within 30 (thirty) days from the transfer date.
- 12.5.3.2 To block a card (to suspend operations) if the bank has suspicions that using a card or on the card account non-authorized or illegal operations are carried out.
- 12.5.4 The bank does not bear the responsibility:
- 12.5.4.1 for the disputable situations which have arisen between the owner of a card and serving unit;
- 12.5.4.2 for non-authorized use of a card because of the facts which are caused due to the owner of a card including during the cancellation of monitoring process on the request of the owner of a card.
- 12.5.5 In case if the client works for an enterprise / organisation with which the bank has concluded a contract on serving with salary program module, by this contract the client / the owner of the card authorises the director (a person having the power of representation) of the enterprise / organisation with the right, on behalf of the client / the owner of a card, to sign and furnish to the bank an application on renewal of the plastic card. Director (a person having the power of representation) of the enterprise / organisation has the right to give the powers described in this paragraph, to the bookkeeper of the enterprise / organisation or to other person.

### **13. ATM CASH ACCEPTANCE**

- 13.1 **Description of the service**
- 13.1.1 Serving by ATM cash acceptance means that using ATM the owner of VISA or MasterCard deposits cash on the client's account.
- 13.1.2 To get the service on paying in cash by ATM the client should address to the bank with the application according to paragraph 1.1 of the given contract.

- 13.1.3 Depositing cash by ATM occurs with a paper envelope and is possible only in the following currencies: in GEL, US dollars and euro.
- 13.1.4 Paying in money is possible on current, savings, card and accumulation accounts of the client.
- 13.1.5 Each time it is possible to deposit with ATM the least of 50 (fifty) and no more than 5000 (five thousand) GEL/US dollars/euros.
- 13.1.6 Maximum quantity of paying in bonds is 50 (fifty) banknotes.
- 13.1.7 It is inadmissible:
  - 13.1.7.1 To enclose in an envelope several different currencies;
  - 13.1.7.2 To deposit with an envelope monetary unit that is different from paper banknotes.
- 13.1.8 Bank has the right without notifying the client to change conditions of paying in money with ATM.
- 13.1.9 In case of detection in an envelope of the monetary units which are distinct from admissible three currencies or in case of detection of other subjects, from the client's account it will be written off a fine at the rate of 20 (twenty) GEL and the bank will have the right to stop unilaterally serving the client by depositing money with ATM.
- 13.1.10 In case of detection in an envelope of insolvent or doubtful monetary units, the bank will have the right to draw up a statement unilaterally about insolvent or doubtful monetary units and to act according to the legislation of Georgia.
- 13.1.11 Bank does not bear the responsibility for identity of the amount and the currency really paid in by the client with ATM and the amount and currency specified by him/her on the ATM screen.
- 13.1.12 A client declares that the data specified by him/her on the ATM screen will completely coincide with the amount and currency really enclosed in an envelope (and then in ATM).
- 13.1.13 If in an envelope there will be an amount different from the size specified by the client, the client should pay a fine at the rate of 20 (twenty) GEL, and the rest of amount will be credited to the client's account.
- 13.1.14 If the cash accepted by ATM and paid in on the child and/or accumulation deposit account will be less than the minimal payment established by conditions of above-mentioned deposit accounts, the paid in amount will be reflected on the card account of the client.
- 13.1.15 the amount deposited by a client will be reflected on his/her account within no more than 2 (two) days from the moment of paying in the amount.
- 13.1.16 If the currency of the amount accepted by ATM is any currency indicated in subparagraph 13.1.5 but differs from currency on the client's account then converting will take place and at that rate which will be established by the bank at the moment of carrying out this operation.

#### **14. CREDIT LIMIT**

- 14.1 Admission of a credit limit on the card account means transfer of authority to the owner of a card to use a credit fund.
- 14.2 To get a credit limit on the card account the owner of a card applies to the bank. In the application there is indicated the maximum size of a credit limit which the owner of a card wishes to receive; there are also specified the currency of a credit limit, the term during of which the owner of a card is ready to cover a credit limit drawn down, and also annual interest allowed (according to the tariffs established by the bank) and other information.
- 14.3 After getting the application of the owner of a card, the bank will consider the issue on allowing a credit limit, and in case of a positive decision, according to the established by the bank conditions the bank gives the owner of a card the right to take advantage of the credit limit allowed on his/her account. The owner of a card is being informed about this fact in any form stipulated by the given contract. Alongside with it, for getting the information on admission of a credit limit on the account, after submitting the application to the bank and at the expiration of three working days'

period the client is obliged to contact telephone service centre of the bank (telephone number: +99532 272727) using the code specified in sub-paragraph 11.2.1 of the given contract.

- 14.4 For using a credit limit the owner of a card is obliged to pay the bank commission whose annual rate is defined according to the established by the bank tariff on using a credit limit at the moment of drawing down a limit.
- 14.5 From the moment of using a credit limit or its part the owner of a card acquires duties on paying a certain amount monthly to the bank. Monthly paid amount includes: the insurance premium, a part of the used credit limit and interest allowed on the used credit limit.
- 14.6 Every month the amount subject to payment is paid before the date of each month which is indicated by the owner of a card in the application on admission of a credit limit.
- 14.7 In case if the amount subject to monthly payment is not paid in due time, the owner of a card is obliged to pay the bank a fine for delay which consists of the fixed and daily fines the sizes of which are determined according to the tariffs established by the bank at the moment of the delay occurrence.
- 14.8 With the amount paid by the owner of a card to the bank, the owner of a card is covering his/her debts in following sequence: in the first place the insurance premium, then fine for delay (if such is available), then interest, and then the basic amount of the credit.
- 14.9 If the owner of a card within the terms approved with the bank will not cover granted by the bank credit, allowed on it interest, a fine (if such exists), insurance or will not pay established by the bank commission in due time, the bank will have the right to satisfy its need due to realization of any assets of the owner of a card. This right does not restrict the bank from exercising the right which has arisen on the basis of paragraph 3.2 of the given contract.
- 14.10 **The bank has the right:**
- 14.10.1 Without the prior notification of the owner of a card at any time unilaterally, to suspend/cancel the card validity or to cancel/reduce the right of using credit limit and to demand from the owner of a card to return the amount drawn down (credit) together with allowed on it interest and fine.
- 14.10.2 To demand at any time from the owner of a card for securing the cover of the duty caused by using credit limit, to conclude with the bank the contract on the mortgage or the pawning. In this case the owner of a card will be obliged from the moment of getting the bank requirement no later than within 5 (five) working days to conclude with the bank an appropriate contract according to which the owner of a car will load with the mortgage or will put in pawn the property admissible for the bank. The cost of such property should not be less of the total sum of the drawn down credit limit, allowed on it interest and of a fine. This property should act as collateral for registration of the right of the bank in the respective register. The owner of a card will bear expenses connected with drawing up the contract (contracts) and registering in the public register the rights arisen on the basis of this contract (contracts).
- 14.10.3 Under own initiative without prior notification of the owner of a card, to admit a credit limit on the card account of the owner, to increase on a card account already admitted limit or validity period of credit limit, and in view of these the owner of a card expresses the consent signing the application on admitting credit limit.
- 14.11 For admitting credit limit on card account, for prolonging validity period of already admitted limit, for increasing the volume of credit limit or for getting the information connected with credit limit, the owner of a card pays commission according to the established by the bank tariffs.
- 14.12 If for admitting credit limit the bank demands submission of an insurance policy, the owner of a card will be obliged:

- 14.12.1 to conclude insurance contract with the person acceptable to the bank according to the rates and conditions specified by this person.
- 14.12.2 to carry out insurance with observance of the conditions demanded by the bank.
- 14.12.3 to call the bank in an insurance policy as the only beneficiary.
- 14.13 If the owner of a card does not pay the insurance premium according to the rules and in the terms established by the given contract, the duty will be considered as delayed.
- 14.14 If the delay specified in paragraph 14.9 of the given contract takes place, the bank has the right to increase the interest rate by using a credit limit at a yearly rate of 4 % without additional notification. The initial interest rate will be restored right after covering the delayed duty.
- 14.15 In case of essential deterioration of conditions of insurance or increase in insurance tariffs, the owner of a card has the right to express in written form his/her wish to cancel the requirement of obligatory insurance. The bank unilaterally makes a decision on cancellation of the requirement of obligatory insurance being guided by own principles and rules of crediting.
- 14.16 Owner of a card agrees that the bank in view of the rule stipulated by paragraph 3.2 of the given contract, will write off monthly from any account of the owner of a card the amount of the insurance premium in favour of the insurer (the insurance company).

## **15. DEPOSIT SERVICE**

- 15.1 **Description of the service**
- 15.1.1 Deposit service means that on the basis of the client's application (hereinafter referred to as "Depositor") the bank opens an account to the depositor and allows interest on the amount transferred to this account.
- 15.1.2 Depositor can make use of fixed-time deposit and call deposit and their modifications as well.
- 15.2 **Allow interest on deposit**
- 15.2.1 Interest allowance is carried out at the rate of 365 days in a year according to the contract signed by the parties on each specific deposit.
- 15.2.2 Interest subject to allowing on the deposit is calculating from the next working day after paying in or transferring the amount to the account.
- 15.2.3 The bank has the right to change unilaterally and at any time the interest rate and a method of accruing interest about which the bank informs the depositor on forthcoming changes 10 (ten) calendar days prior to carrying out such changes by publication of the information through the offices of its branches or by placing the corresponding information on a web-site of the bank ([www.tbcbank.ge](http://www.tbcbank.ge)).
- 15.3 **Duties and the rights of the bank**
- 15.3.1 The bank is obliged:
- 15.3.1.1 To accept the deposit and allow interest according to the given contract.
- 15.3.1.2 On the expiry of the deposit or before getting depositor's instructions no later than within 7 (seven) calendar days (according to the type of the deposit) to pass the depositor in the same currency the amount of the deposit and allowed interest.
- 15.3.2 The bank has the right:
- 15.3.2.1 To dispose of the amount on the account on its own behalf and at its own discretion.
- 15.3.2.2 In view of the order, the size and the periodicity stipulated by the legislation, to transfer income tax in favour of the budget for allowing interest on the account.
- 15.3.2.3 In view of the legislation or on the basis of any contract concluded with bank, with the purpose of performing obligations following from these contracts, without subsequent consent or sanction of the depositor, after an origin of such obligations at any time, to write off amount by non-accepting method from any account of the depositor or/and to close (to stop) the account.
- 15.4 **Special conditions of the fixed-term ("Fixed-term", "Fixed-term +", "Saving", "Child", "Gold") deposit**

- 15.4.1 In case of the fixed-term deposit interest will be allowed on the existing balance of the deposit.
- 15.4.2 On the fixed-term deposit ("Fixed +", "Saving", "Child") interest will be allowed in advance, monthly or on the expiry of deposit validity in accordance with the contract concluded between the depositor and the bank.
- 15.4.3 If the depositor chooses monthly interest allowance, allowance will occur on the day of each month when the deposit has been opened.
- 15.4.4 If the amount specified in the application of the depositor is not paid in or transferred into the account within 1 (one) day after submitting an application, the agreement (contract) between the bank and the depositor on opening a deposit will be automatically cancelled.
- 15.4.5 If the depositor before expiry of the deposit validity demands the deposit to be returned, the bank unilaterally will allow interest on the deposit. The interest will be defined at the bank's discretion taking into consideration different (reduced) interest rate.
- 15.4.6 In the case described in sub-paragraph 15.4.5 of the given contract, the depositor will be obliged to pay the bank a fine which will be equal to a difference between interest which in the standard order is allowed on the deposit, and interest which is allowed according to sub-paragraph 15.4.1 of the given contract.
- 15.4.7 After expiry of the deposit validity, the deposit will be prolonged for the period indicated in the Deposit Agreement in case of the arrangement between the parties. On automatic prolongation of the deposit validity, the date of opening of each new deposit will coincide with the expiration of the previous deposit, and interest after paying of income tax will be added to the basic amount (capitalization will occur) or it will be transferred to the depositor's another account at the depositor's request. In case of automatic prolongation of validity of the deposit, to the deposit there will be applied conditions established by the bank for the given type of deposit by the moment of prolongation of validity period.
- 15.4.8 The bank has the right after expiry of deposit validity to inform the depositor by short text messages (SMS) or by another form stipulated by the given contract. The notice will be sent to the depositor on the mobile phone which is specified in the application submitted to the bank at the moment of opening a deposit by the depositor. The client is obliged to notify the bank on changes of the given number; otherwise the bank does not bear the responsibility for consequences.
- 15.4.9 In case of the depositor's written requirement, the bank gives out the savings-bank book on the fixed-term deposit and on modifications of the given deposit.
- 15.5. **Special conditions of the demand deposit**
- 15.5.1 In case of the saving deposit interest will be allowed on the existing balance of the deposit at the end of each operation day.
- 15.5.2 In case of the deposit "My safe" interest will be allowed on the fixed least balance at the end of each operation day.
- 15.5.3 On the demand deposit (the saving deposit and the deposit "My safe") interest will be allowed once a month on last day of each calendar month. If the last day of each calendar month coincides with the day off or a holiday interest will be allowed the next working day.
- 15.5.4 In case of the demand deposit it is possible to pay in/transfer and withdraw/transfer money without any restrictions.