

In compliance with Article 1.3 of the Main Terms of the POS Terminal Agreement published on the Bank website <https://www.tcbank.ge/web/ka/web/guest/card-payments>, TBC Bank JSC proposes the following amendments/additions to General Provisions of the POS Terminal Agreement (hereinafter the “General Provisions”):

1. **The term “Cardholder” (the “Client) be added to Sub-Paragraph 1.1.1. of General Provisions to read as follows:**

**The Cardholder (Client)** – a person using a payment card or Digital Wallet based on a respective agreement made with the issuer.

2. **The term “Digital Wallet” be added to Sub-Paragraph 1.1.1. of General Provisions to read as follows:**

**Digital Wallet** – a software-based system that stores a token for the Client’s card and enables payments via an e-commerce platform and/or a POS terminal. Terms and conditions for card transactions envisaged in this Agreement shall apply to Digital Wallet transactions as well.

3. **Sub-Paragraph 2.1.1.2 of General Provisions be revised to read of follows:**

2.1.1.2. Ensure the settlement of Visa Electron/Visa, Mastercard/Maestro and China UnionPay card payments accepted via POS terminals after the obligations stipulated in this Agreement (Key Terms and/or General provisions hereof) and in the Application and/or published on the Bank Website have been completely and appropriately fulfilled and the Batch has been submitted; ensure the transfer/settlement of the transaction amount to the Merchant’s account in compliance with the terms and conditions of the Agreement/ within 2 (two) business days of the transaction date.

4. **Sub-Paragraph 2.1.2.18 be added to Paragraph 2.1.2. of General Provisions to read as follows:**

2.1.2.18. Notify the Merchant of the fraudulent transaction within 3 (three) business days of the card issuer’s notification and/or receipt of information about the chargeback.

5. **Sub-Paragraph 2.2.1.1 of General Provisions be revised to read as follows:**

2.2.1.1 Comply with rules for accepting Visa Electron/Visa, Mastercard/Maestro and China UnionPay card payments via POS terminals:

- Ensure that the transaction amount is clearly visible to the payer before making the payment;
- Do not refuse the customer the service envisaged in this Agreement for buying goods/services unless the Merchant finds the transaction suspicious;
- Ensure that the POS terminal payment receipt (slip) displays the Merchant’s business name, which must appear on the Client’s statement;
- Ensure that the customer signs the receipt (slip) of a magnetic-stripe transaction;
- If the a magnetic-stripe transaction amount exceeds 100 (one hundred) GEL, request additionally the customer’s ID card and put down the ID card number on the printed sales receipt (slip);
- Keep the sales receipt (slip) signed by the customer for 180 (one hundred and eighty) days;
- Consider a payment transaction authorized only if the sales slip shows “approved”, response code 000.

6. **Sub-Paragraph 2.2.1.14 of General Provisions be revised to read as follows:**

2.2.1.14 Keep card transaction data confidential; observe the customer confidentiality policy; ensure compliance with the applicable law of the country.

**7. Sub-Paragraph 2.2.1.15 of General Provisions be revised to read as follows:**

2.2.1.15 Not request or use the payment card number for a purpose other than the payment for goods or services; not request the customer to enter his/her card data (the card number, validity date, etc.) on the Merchant's website; not store and/or disclose/transfer to a third party the card data (unless directly required by the law) and strictly observe card transaction security.

**8. Sub-Paragraph 2.2.1.28 of General Provisions be revised to read as follows:**

2.2.1.28 Take good care of and not damage the device(s) (POS Terminal(s)) whilst in the Merchant's custody; put in place and maintain during the validity term of this Agreement relevant tools, equipment and/or other means (including on-job training/qualification enhancement and internal control tools, as well as other technical equipment) to ensure information security/ adherence to confidentiality standards and full compliance with the law.

**9. Paragraph 4.9 be added to Article 4 of General Provisions to read as follows:**

4.9. The Bank shall not bear responsibility for any damage/loss caused by third party action(s) (including modification/replacement, authorized/authorized (including fraudulent) or any other type of access by a third party/ies) to the POS terminal, the related application or any part thereof.