

TBC Bank JSC proposes the following amendments (additions) to the Agreement on Banking Transactions for Individuals (hereinafter the “Agreement”) published on www.tbcbank.ge in compliance with Paragraph 8.5 thereof:

Paragraph 1.1 of Article 1 be revised to read as follows:

„1.1 The Bank (TBC Bank JSC, Identification No. 204854595; Banking license No. 85; Supervisory authority: National Bank of Georgia; Address: 2 Sanapiro Street, Tbilisi) will open account(s) for the Client, process his/her banking transactions and provide services envisaged in this Agreement on terms and conditions set forth herein“.

Paragraph 8.3.3 of Article 8 be revised to read as follows:

„8.3.3 Close the Client’s account if the Client breaches its obligation under the Agreement and/or if there has been zero cash balance in the account and/or no transactions have been carried out by means of the account for 6 (six) consecutive months. (For the purpose of this Agreement, the charging/transfer of the service fee by the Bank does not qualify as a transaction.) Customer account(s) will also be closed if the account(s) feature transaction(s)/deal(s), whether successfully completed or initiated, that relate to the purchase/ import/ export/ transportation of goods from/ to / via a sanctioned country; involve goods produced in a sanctioned country and/or the use of any means of transportation (whether by air, water, etc.) registered in a sanctioned country. The Client’s account with the Bank will also be closed in other cases envisaged by law. If the account is closed, the amount available in the respective account will be returned to the Client, in which case the provision under 8.2.1 (the Bank’s right) will be enforced.“

Paragraph 8.3.5 of Article 8 be revised to read as follows:

„8.3.5 Block the Client’s bank account(s) - restrict active transactions on/from the account(s) (cash payment/withdrawal, transfer to/from the account(s), conversion, etc.) if bank transactions have not been carried out on/from the account(s) for 1 (one) year (for the purpose of this Paragraph, debiting the Client’s account(s) for the settlement of the Bank’s service fees/payments related to credit facilities does not qualify as a transaction). Furthermore, if the bank account(s) is/are blocked for reasons mentioned herein, the Client will not be entitled to banking product(s)/service(s) (registration, use of the product(s)/service(s), etc.) until he/she fully performs actions prescribed by the Bank. The Bank may also block the Client’s account(s) in other cases envisaged by the laws of Georgia.”

Paragraph 11.3.2 of Article 11 be revised to read as follows:

„11.3.2 By this Agreement the Customer expresses his/her consent that any telephone conversation carried out with the Customer (including his/her any request/ statement on receiving Bank information, registration for the use of banking services, making changes to the registered data, receiving Bank (including credit) products or/and carrying out transaction) to be recorded in the electronic database of the Bank and in case of dispute, such recording to have power of evidence (to be used as an evidence). The telephone recordings are deemed to be the property of the Bank from its creation, it is kept in the manner and for the period determined by the bank, and the bank is obliged to introduce the recording to the client in a form acceptable to the bank no later than 15 (fifteen) calendar days after receiving his written request (this obligation of the bank applies only to the recordings made since January 1, 2011)

Paragraph 12.6.1 of Article 12 be revised to read as follows:

„12.6.1 Digital Card Services refer to banking transactions performed by the Client with a virtual VISA card (hereinafter referred to as the “Digital Card”) via the Bank’s remote channel(s) (including internet banking/mobile banking). By adding a digital card to TBC Wallet / Apple Pay / Google Pay, the Client will be able to make payments at POS terminal(s) and/or withdraw cash at ATM(s) that support Apple Pay within set limits. Furthermore, when abroad, the Client will be able to withdraw cash by means of a Digital Card only at ATM(s) that support Apple Pay / Google Pay.”

Paragraph 13.1.1 of Article 13 be revised to read as follows:

„13.1.1 The SMS banking is a remote banking service allowing a client to: obtain information about his/her operations performed on clients bank account; request and obtain the necessary banking information, or carry out banking operations without presence in the bank, using the mobile phone number specified in the application submitted to the Bank, based on confirmation via SMS code sent to the mobile phone number specified in the application in accordance with the limits and rules defined by the Bank, receive information about various bank products (including credit product(s) offered by the Bank/ applied for by the Client and if he/she agrees, confirm the acceptance of the offered bank product (including a credit product) (in accordance with the rules/standards effective at the Bank, and likewise, confirm the change in his/her personal data stored in the Bank’s database. The Client can also confirm the change in his/her personal data available at the Bank via SMS (by confirming the document published at the link supplied to the Client by the Bank via SMS).“

Paragraph 13.3 of Article 13 be revised to read as follows:

„13.3 The Parties agree that confirmation of banking operations by Client via SMS code sent on the mobile phone number specified in Client’s application and/or SMS confirmation (the Client’s acceptance of an agreement/ document available at the link provided via SMS) of various bank products (including credit product(s) offered by the Bank/ applied for by the Client/ the change in his/her personal data available at the Bank has an equal legal effect of a written document, which is printed on paper and signed by the client. Therefore, the parties agree, that confirmation of banking operations by Client via SMS code and/or SMS confirmation (the Client’s acceptance of an agreement/ document available at the link provided via SMS) of various bank products (including credit product(s) offered by the Bank/ applied for by the Client/ the change in his/her personal data available at the Bank cannot be a prerequisite to the dispute between the parties.“

Paragraph 30.1.1 of Article 30 be revised to read as follows:

„30.1.1 the following services with the help of TBC Wallet/Apple Pay/ Google Pay / Garmin Pay without client’s appearance in the Bank, using program module/application (hereinafter ”the software”), downloaded (installed) in his/her mobile phone and/or Garmin watch (hereinafter “Smartwatch”)“.