

**PRIVATE BANKING AND WEALTH MANAGEMENT
TERMS AND CONDITIONS**

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Part I

1. Preamble

- 1.1 These **Terms and Conditions** set out the terms of use of **Services** offered by the **Bank** and define the rights and obligations of the **Parties** with regard to such **Services**.
- 1.2 The entire relationship between the **Bank** and the **Client** is governed by the agreement ("Agreement") which consists of:
- 1.2.1 The Application(s) filled out by the **Client** and signed by him/her;
- 1.2.2 This **Terms and Conditions**;
- 1.2.3 Fee Schedule;
- 1.2.4 **Universal Account** Terms and Conditions, furthermore, in case of discrepancy between **Universal Account** Terms and Conditions and this **Terms and Conditions**, present **Terms and Conditions** shall prevail;
- 1.2.5 Any and all additional appendice(s) and/or application(s) which pertain to the existing and/or future services and/or product(s) (hereinafter - "**Product(s)**") or "**Service**") offered by the **Bank** to the **Client** and which is necessary for the **Client** to use banking services provided for in this or any additional agreement.
- 1.3 The use of any private banking or wealth management service by the **Client** shall be construed as the **Client's** consent to the private banking and wealth management terms and conditions effective at the moment of activation of such service (as amended from time to time).
- 1.4 In order to receive the **Services** set out in these **Terms and Conditions**, the **Client** shall:
- 1.4.1 Carefully read and agree to these **Terms and Conditions** and the **Fee Schedule** as well as **Universal Account** Terms and Conditions;
- 1.4.2 Complete and sign the **Application**, and explicitly confirm and guarantee that he/she has a) completed the application form in full; b) provided complete and accurate information; c) carefully read and examined present **Terms and Conditions** as well as **Universal Account** terms and conditions prior to signing this **Application**;
- 1.4.3 Present the identification document(s) indicated in the **Application**.
- 1.5 **Services** offered by the **Bank** are set out (but are not limited to) below. The **Client** may purchase these **Products** and **Services** within the **Tariff Packages** as defined by the **Bank**. Additionally, some services may be used by the **Client** separately in accordance with the rules established by the **Bank**:
- 1.5.1 **Universal Account**;

- 1.5.2 **Card** – Visa, MasterCard, or card of other payment system;
- 1.5.3 **Remote Banking Services**;
- 1.5.4 Standing Order;
- 1.5.5 Direct Debit;
- 1.5.6 Savings deposit;
- 1.5.7 **Special currency account**;
- 1.5.8 **Priority Pass**;
- 1.5.9 Currency Exchange/Conversion Service;
- 1.5.10 **Visa Infinite Card**;
- 1.5.11 Contactless Card Reader;
- 1.6 If the **Client** does not have the right to use any of the **products** and / or **services** listed in 1.5, the clauses describing such products/services will not be applicable to him/her. These clauses shall become applicable after the **Client** is granted the right to use the relevant **product** and / or **service**.
- 1.7 Use of any **product** and / or **service** (or part thereof) described in this **Terms and Conditions** by the **Client**, shall be treated as the **Client's** consent to the terms of use of that product in accordance with this **Terms and Conditions**.
- 1.8 The **Bank** may, at any time, amend the types and number of **Services** at its sole discretion.
- 1.9 The **Bank** may, at its sole discretion, amend these **Terms and Conditions** and/or other parts of the **Agreement**, which without limitation includes the **Fee Schedule**.
- 1.10 The **Bank** may refuse to provide any of the **Service(s)** to the **Client** if the **Client** fails or delays to duly complete, sign or submit any of the documents requested by the **Bank**.
- 1.11 The **Bank** will start providing banking service after the **Client** fully completes the **Application** form and submits the documentation required by the **Bank**. Furthermore, the **Bank** may, at its sole discretion, decline the **Client's** **Application** or terminate any part of the **Service(s)** without providing any reason(s) for refusal and/or termination.
- 1.12 The **Bank** is entitled to verifying the information provided by the **Client** or the information related to the **Client** obtained in any other way, upon which the **Client** declares unequivocal and unconditional consent.

2. Definitions

- 2.1 Unless otherwise defined by these **Terms and Conditions** or/and the context (of the **Terms and Conditions**) otherwise requires, the following terms shall have the meaning given below:
- 2.1.1 **Access Codes** - The PIN(s), passwords, usernames and/or any other codes, self-selected and/or provided to the **Client** by the **Bank** (as the case may be), including without limitation, those generated through the use of electronic devices and authentication means that the **Bank** may deem necessary for self-identification of the **Client**, in order to secure safe access to Remote and other Banking Services.
- 2.1.2 **Additional Card** - Banking Card, issued by the **Bank** in the name of the **Client** or other individual indicated by the **Client** (**additional cardholder**); **Additional card**, regardless of its holder is linked to the **Client's Universal Account** and the **Client/basic cardholder** is responsible for any transactions performed with **additional card**;
- 2.1.3 **Additional Cardholder** - Person in whose name an **Additional Card** is issued at the **Client's** request.
- 2.1.4 **Administrator** - Priority Traveller Group - company which provides **Priority Pass** service to the **Client** in accordance with its rules and these **Terms and Conditions**.
- 2.1.5 **Application** - A paper-based or electronic form that a potential **Client** must fill out and submit to the Bank in order to have his/her request for certain services considered. An **Application** form is set by the **Bank**, and includes, without limitation, a questionnaire in compliance with the then-current Know Your **Client** procedures, a list of documents necessary to support the **Application** once the potential **Client** presents it to the **Bank**, a set of disclaimers and/or statements

by the **Client**, and a signature of the potential **Client** and/or **Additional Cardholder** (when necessary).

- 2.1.6 **Authorized Signatory** - The **Client**, the **Additional Cardholder** and/or their duly authorized representative(s).
- 2.1.7 **Automatic Teller Machine (ATM)** - a self-service electronic software-technical device, which allows the **Client** to withdraw/deposit cash, activate loan/overdraft, transfer funds, obtain information about the balance on the bank account, make payments and perform other transactions permitted for this channel by the **Bank**.
- 2.1.8 **ATM Withdrawal Limit** - The maximum limit allowed for making cash withdrawals from ATM(s) during any certain period of time, as determined by the Bank.
- 2.1.9 **ATM Deposit Limit** - the maximum amount allowed to be deposited on the **Client's** account during any certain period of time by using **ATM(s)** equipped with the appropriate functionality.
- 2.1.10 **Bank** - JSC Liberty Bank, which represents the party to the contract;
- 2.1.11 **Banking Day** - The part of a business day defined by the **Bank** (other than the days-off and/or holidays prescribed by the Law) when the **Bank** provides banking services. Furthermore, the days and hours when the **Client** may give the **Bank** a payment order are determined under **Appendix #3** to the present **Terms and Conditions**;
- 2.1.12 **Banking Services or Service(s)** - Private banking and wealth management services offered by the **Bank** to the **Client** in accordance with the **Appendix** to this **Terms and Conditions**.
- 2.1.13 **Banking Card or Card** - A basic and/or additional international/worldwide banking card (VISA, MasterCard) issued by the Bank, or

other payment method which is linked to the Client's Universal Account and which the Client uses in accordance with the Agreement.

2.1.14. **Basic Currency of the Account or Basic Currency** - The currency of the sub-account that has the highest priority in the multi-currency account

2.1.15. **Client** - Person whose name and identification details appear in the **Application** and in whose name the **Universal Account** is opened with the consent of the **Bank** and who, upon the **Application**, uses services / products specified in the **Tariff Package(s)** set forth in the **Appendix** hereto;

2.1.16. **Digital Card or Token** - Unique identifier of the **Card**, which is generated and stored either in an electronic device with payment functionality using the appropriate software, or in the software of E-commerce Merchant (web-page and/or application) and allows to carry out payment **Transactions**. All the security requirements and obligations related to plastic cards, also applies to the **Digital Card**.

2.1.17. **Fee Schedule - Appendix #1** of this **Terms and Conditions** providing the fees and/or other terms of using **Tariff Packages**;

2.1.18. **Georgian Lari or Lari or GEL** - Official currency of Georgia.

2.1.19. **Law, Georgian Law or Laws of Georgia** - A set of applicable laws and bylaws of Georgia, as well as international treaties and agreements within the system of normative acts of Georgia;

2.1.20. **Liberty Bank's Private Banking and Wealth Management Service Fee(s) or Service Fee(s)** - Fees set by the **Bank** as prescribed under the present **Terms and Conditions** and/or **Fee Schedule**.

2.1.21. **Overdraft Facility or Overdraft** - Amounts Available on **Client's Account** in consideration of their repayment, value, security and definite terms - Credit limit that the **Client** uses repeatedly, fully or partially, and which, unless otherwise agreed between the **Bank** and the **Client**, will be automatically repaid upon depositing into the **Client's** account. The terms and tariffs of using overdraft by the **Client** shall be determined in accordance with the "Standard Terms and Conditions of Credit Agreement", which is consented by the **Client** by signing relevant application form.

2.1.22. **Order - Client's** order to the **Bank** to execute the payment transaction provided by the **Client** to the **Bank** directly and / or through **Remote Banking Services**, in accordance with this **Terms and Conditions**;

2.1.23. **Partner** - A company that provides **Visa Infinite Card** holders with **VISA Concierge** service in accordance with the terms and conditions set forth by the **Partner** and/or **VISA**;

2.1.24. **Party or Parties** - The **Bank** and/or the **Client** (as the case may be) and/or **additional cardholder(s)** and/or any other authorized person (as the case may be).

2.1.25. **Personal Data** - is defined under the Law of Georgia on Personal Data Protection and refers to any information that is related to an identified or identifiable individual;

2.1.26. **Processing or Data Processing** - as defined by the Paragraph 24.2 of the present **Terms and Conditions**.

2.1.27. **Remote Banking Service(s) - Services** offered by the **Bank** as prescribed under Article 6 herein.

2.1.28. **Special Currency Account** - Mono currency account of an individual that is opened in any currency, different from the currency of the **Universal Account**. A list of possible currencies of the **Special Currency Account** is provided in **Annex # 1** to this **Terms and Conditions**;

2.1.29. **Spending Limit** - The maximum aggregate amount allowed for spending via use of the **Banking Card** and/or **Additional Card** (including ATM withdrawal limit) during a certain period of time.

2.1.30. **Statement** - Information about the transactions and balances on the **Client's Universal Account** and its sub-accounts, for a specific period of time, presented in the form defined by the **Bank**.

2.1.31. **Spending Scheme** - Spending funds from **Universal Account** consists of two options: A) balance priority - if the funds deposited on the relevant currency sub-account (which is a part of the multi-currency account) are insufficient to fulfil the transaction, funds will be collected on such sub-account from other sub-account(s) also being parts of the multi-currency account through currency conversion. During collection sub-account priority shall be considered i.e. the funds shall be collected first from the sub-account with the highest priority. B) Overdraft Facility priority; - if the funds available on the relevant currency sub-account (which is a part of the multi-currency account) are insufficient to fulfil the transaction, funds will be collected on such sub-account from other sub-account(s) also being part of the multi-currency account through currency conversion considering the funds available on sub accounts. During collection sub-account priority shall be considered i.e. the funds shall be collected first from the sub-account with the highest priority. (If the funds on the **Client's** account are insufficient or there are no such funds, the transaction amount shall be debited either from the balance available on other currency account (balance priority) or from overdraft amount available in the same currency (overdraft priority) in accordance with the **Client's** instruction. The Priority shall be indicated in the **Application**);

2.1.32. **Tariff Package** - Combination of the **Services** specified by the **Bank**, which means acquisition of the right to use several banking **products** and/or **services** for a special fee (if any) fixed by the **Tariff Packages**. The list of Services included in the **Tariff Packages** is set out in **Appendix #1** of this **Terms and Conditions**.

2.1.33. **Terms and Conditions** - This **Terms and Conditions** approved by the Management Board and effective as of the above Date.

2.1.34. **Transaction** - Any banking operation on the **Client's Universal account**, made through any then available channels.

2.1.35. **Third Party(ies)** - For the purposes of processing personal data, the **Bank's** parent companies and/or subsidiaries, affiliates and/or members of the corporate group, contractors, suppliers, providers and/or other persons, who in accordance with the law on "personal data protection" make the processing of personal data and other information received from the **Bank** (in the name of the **Bank** and in accordance with its goals, in the capacity of the **Bank's** authorized representatives as well as independently, in their own names and in accordance with their own goals) and/or provide the **Bank** with personal data and other information on their customers and/or the **Bank's** clients. **Third Parties** are listed under **Appendix #2** of the present **Terms and Conditions**;

2.1.36. **Universal (former Liberty) Account** - A multi-currency account of an individual that includes several sub-accounts in different currencies, with balances in each currency accounted for separately, and which is linked to one or more **Banking Cards**.

2.1.37. **Verified number** - The mobile phone number indicated in the relevant application by the **Client**, which undergoes verification process in accordance with the procedures established by the **Bank** and is used by the Bank when communicating with the **Clients** at its (**Bank's**) sole discretion. Any message received / sent from the verified number and / or any consent made from the verified number shall be deemed to be genuine notice / offer / consent by the **Client**.

2.1.38. **VISA Concierge service** - A personal assistance service offered to **Visa Infinite Card** holders, which is provided by the **Partner** in accordance with the terms and conditions set forth by **Partner** and/or **VISA**;

2.1.39. **Visa Infinite Card** - An international/worldwide banking card issued by the **Bank**, which is linked to the **Client's Universal Account**, is classified as an Visa Infinite Card and which the **Client** uses in accordance with the **Agreement**.

3. Client Representations and Warranties

3.1 By signing the **Application** and/or using the **Services** as set out herein the **Client** represents and warrants that:

3.1.1 The **Client** is fully authorized to sign or execute this **Agreement** and perform any and all obligations thereunder;

3.1.2 The information submitted to the **Bank** by the **Client** in the **Application**, or in any other form is true, accurate and complete in all respects;

3.1.3 Performing any action(s) under the current **Agreement** (including, without limitation, any Transaction) shall not violate any provision of other **Agreement(s)** or commitment(s), if any, undertaken by the **Client**, nor any statute, regulation, rule, injunction, judgment, order, decree, ruling, or other restriction of any state, state agency or other regulatory body, or any court or arbitrary body, to which the **Client** is subject, or conflict with, result in breach of, constitute a default

under any agreement, contract, license, instrument or other arrangement to which the **Client** is a party;

3.1.4 The **Client** is not engaged in or threatened by any litigation and/or legal proceeding, the outcome of which might adversely affect his/her financial position;

3.1.5 The **Client** is not involved, directly or indirectly, in any illegal activity (including, without limitation, money laundering, weapons trade, drug trafficking, and terrorism) under the laws of any jurisdiction.

3.2 The Representations and Warranties shall be deemed to be in effect during the entire term of this **Agreement**.

3.3 The **Client** shall exercise his/her best efforts to ensure that during the entire term of this **Agreement** his/her related parties (including, without limitation additional cardholder(s)) shall not perform any activity(ies) directly violating or

otherwise causing or constituting or resulting in a breach of any of the Representations and Warranties provided herein.

3.4 The **Client** shall disclose to the **Bank** in writing any matter which may arise or become known to him/her after the effective date of this **Agreement**, which is or could be a breach of or inconsistent with or may render inaccurate or misleading any of the Representations and Warranties as stipulated in this **Agreement**.

3.5 In the event of breach of any of the Representations and Warranties (and without restricting the rights or ability of the **Bank** to claim damages on any

basis available to it in respect of such breach) and the **Client's** failure to remedy such breach within 10 (ten) business days of receipt of notification of the breach by the **Bank**, the **Client** hereby agrees to indemnify the **Bank** and hold it harmless against any losses (including, without limitation, consequential losses), claims, expenses, costs (including without limitation, the costs incurred by the **Bank** in taking any action to enforce its rights hereunder), court proceedings and any other liability that may arise as a result of such breach.

Part II

4. Universal Account

4.1 The **Client** shall open **Universal Account** to receive the Service(s).

4.2 Operations on the account:

4.2.1 The **Client** shall pre-select and amend (if necessary) the **Basic Currency**, **Priority of Currencies** and the **Spending Scheme**.

4.2.2 Amounts necessary for the completion of a Transaction shall be deducted from the sub-account of the Transaction currency.

4.2.3 If, at the time of a Transaction, the balance on the relevant sub-account is not sufficient or the Transaction is made in a currency not available on the Account, the amount necessary for the transaction shall be debited from the Account according to the then effective **Spending Scheme** and **Priority of Currencies**. Necessary amounts shall be converted.

4.2.4 The **Client** may give **Orders** to the **Bank** in writing, by electronic means or by any other means acceptable to the **Bank** and permitted under the **Law**. In cases when the **Client's** instructions are not submitted in writing, i.e. not provided with an original written authorized signature, the **Bank** is authorized to accept and act on such **Orders**, in line with the Security Procedures effective in the **Bank**.

4.2.5 The **Client** must always ensure that he/she has sufficient funds (including, where applicable, any overdraft amounts) on the account while:

4.2.5.1 Using Standing Order or Direct Debit services;

4.2.5.2 Using Remote Banking services (including plastic cards);

4.2.5.3 Having any other pending transactions which have not been charged, billed or cleared;

4.2.6 The **Client** may deposit cash on the account by using Visa/MasterCard cards via **Bank's ATM(s)** equipped with the appropriate functionality in accordance with the terms and conditions defined by the **Bank**. In order to perform transactions using the **ATM** the **Client** should select intended account and place the amount in the **ATM's** cash receiver.

4.2.7 In case the currency of the amount placed by the **Client** in the **ATM's** cash receiver differs from the currency of the selected account, the amount shall be converted into the account currency and converted amount shall be deposited on the account selected by the **Client**. Furthermore, in case the **Bank's** commercial currency exchange rate is modified after initiation / confirmation of the operation, but before the completion of the transaction, currency conversion shall be performed based on the **Banks's** commercial currency exchange rate applicable at the time of reflection on the **Client's** account, irrespective of the information provided to the **Client** about **Banks's** commercial currency exchange rate at the moment of initiation/confirmation of the transaction.

4.2.8 The **Client** shall carefully examine any conditions / limitations / instructions related to placing the cash in the **ATM's** cash receiver and follow the instructions given by the **ATM** while performing the operations, which shall include without limitation the **Client's** obligation not to place the damaged, unclear, folded, bound, fake banknotes at the **ATM's** cash receiver. It is also inadmissible to place coins and / or different currency banknotes simultaneously in the **ATM's** cash receiver. The maximum amount of banknotes allowed in the **ATM** cash receiver is determined by Appendix # 1 to this **Terms and Conditions**. For the avoidance of any doubt, the limitations provided in this paragraph is not exhaustive and the delay / inability to deposit funds through the **ATM** may be caused by other circumstances(s). The **Bank** shall not be liable for any consequence arising from the **Client's** failure to fulfil any of the obligations(s) set forth herein and / or the **Client's** negligence, including without limitation the **Bank** shall not be liable for any loss / damage arising out of the expiry of the time allocated for performing transaction.

4.2.9 The **Client** acknowledges that amounts paid from the **Client's** account (including without limitation cash disbursements via **ATMs**) may not be reflected on the **Universal Account** on the transaction day;

4.3 The **Client** may:

4.3.1 With the **Bank's** consent, have several **Universal Accounts**;

4.3.2 Instruct the **Bank** to carry out transactions on **Universal Account** in accordance with the authority granted to it by relevant laws;

4.3.3 Choose the **Basic Currency**, **Priority of Currencies** and **Spending Scheme** in the **Application**;

4.3.4 Change the **Basic Currency**, **Priority Currencies** or **Spending Scheme** choices on **Universal Account**, upon paying the relevant fee to the **Bank**;

4.3.5 Appeal to the **Bank** within seven (7) calendar days of receiving the statement. If the **Client** does not appeal the statement within the determined timeframe to the **Bank**, it shall be deemed true, accurate and consented to by the **Client**;

4.3.6 Terminate this **Agreement** by sending a written notice to the **Bank**.

4.4 The **Client** shall:

4.4.1 Notify the **Bank** on any and all erroneously transferred funds to his/her **Universal Account** within seven (7) business days from the moment of the receipt of a bank statement or viewing it online and reimburse the incorrectly transferred sum to the **Bank**. Otherwise, the **Client** shall be charged a penalty prescribed under the **Fee Schedule**;

4.4.2 Take responsibility for the accuracy of the information provided in the **Application**, and in the event of any changes therein, notify the **Bank** accordingly;

4.4.3 Duly pay all fees and commissions set by the **Bank**, including without limitation any and all of the **Service Fee(s)**;

4.4.4 Fully repay the overdraft (including, without limitation, its respective interest rates, penalties and overlimit amounts) and the **Service Fee(s)** in accordance with the then effective **Fee Schedule** and the terms defined by the **Bank**;

4.4.5 The **Client** shall not make use of the banking services if that results in overspending of his/her account without the prior consent of the **Bank**.

4.5 The **Bank** may:

4.5.1 Use the available balances on the **Client's** account as a credit resource on a temporary basis;

4.5.2 Block the **Client's** account if the **Client** violates any of the parts of the **Agreement**;

4.5.3 Request the **Client** to pay a penalty (prescribed under the **Fee Schedule**) for using the erroneously transferred funds.

4.5.4 Without the **Client's** consent, debit the **Client's Universal Account** in the amount of the **Service Fee(s)**, fee(s) of the **Tariff Packages** in accordance with the then effective **Fee Schedule**, as well as any other outstanding liabilities to the **Bank**, taxes accrued under the **Georgian Law** and/or erroneously transferred amounts;

4.5.5 Without **Client's** consent, debit the **Client's Universal Account** to cover any and all outstanding liabilities of the **Client** to the **Bank**;

4.5.6 Without **Client's** consent, debit the **Client's** any and all accounts at the **Bank** to cover any and all outstanding liabilities of the **Client** to the **Bank**;

4.5.7 Stop or refuse authorization of a transaction in case of insufficient funds available on the **Client's Universal Account**;

4.5.8 Close the **Client's** account, without a prior written notification, if the **Client** fails to pay any of the Service Fee(s) for one year and/or there is no balance on the **Client's** account;

4.5.9 If the **Client** requests the re-activation of the account, refuse, at its sole discretion, such request or process such request only after the **Client** covers all of its outstanding liabilities to the **Bank**.

4.5.10 Block access to the **Remote Banking Services** if the **Client** no longer holds the account at the **Bank**.

4.5.11 In certain circumstances the **Bank** may (without providing any grounds) refuse to accept a payment into the account and/or request the **Client** to close the account.

4.6 The **Bank** shall:

4.6.1 Make and deliver the **Banking Cards** to the **Client** according to the information provided in the **Application**.

- 4.6.2 Debit the **Client's** account according to the **Spending Scheme** selected by the **Client**.
- 4.6.3 Place the card in the Stop-List upon receipt of a lost or stolen card report from the **Client** and/or the **Additional Cardholder**;
- 4.6.4 Provide the **Client** or his authorized representative with a bank statement for the relevant fee (if any).
- 4.7 Interest accrual on the account:
- 4.7.1 The **Bank** shall accrue interest to the **Client's** closing balance of the account at the end of each calendar day.
- 4.7.2 The **Bank** shall disburse accrued interest to the **Client's** account at the end of each calendar day.
- 4.7.3 Interest rate and payment details shall be prescribed under the **Fee Schedule** Interest accrual is carried out on actual/365 days' basis.
- 4.8 **Material benefits on other banking services:**
- 4.8.1 The **Bank** may offer beneficial terms and/or tariffs on its other banking services. Details of specific beneficial terms and/or tariffs will be prescribed in the **Fee Schedule** or any other appendixes of the **Agreement**.
- 4.9 **Closure of the account:**
- 4.9.1 In case when the **Bank** wishes the **Client** to close the account, a written request will be sent to the **Client**, specifying the timeframe within which the **Client** is required to comply with such request. If, at the end of that period, the **Client** has not closed the account, the **Bank** will be authorized to refuse acceptance of any further payments into the account (except when such payments are necessary to cover the liabilities accrued/outstanding on the account) and return to the **Client** remaining outstanding balance on the account.

5. Card

5.1 Obtaining the Banking Card

- 5.1.1 In order to receive the **Card** the **Client** shall submit completed and signed **Application** form to the **Bank** in accordance with the procedures established by the **Bank**.
- 5.1.2 Upon receipt of the **Application** (completed to the satisfaction of the **Bank**) the **Bank** may issue the **Banking Card** to the **Client** (together with the **access code** (PIN) placed in the sealed envelope and/or sent via text message to the mobile phone number indicated in the **Application** form and/or delivered to the **Client** in other electronic form specified by the **Bank**) in accordance with the procedures established by the **Bank**.
- 5.1.3 The **Bank** may cancel the **Banking Card(s)** if the authorized person does not collect it within the period determined by the **Bank**. The **Bank** is authorised to retain any **Service Fee(s)** paid by the **Client**.
- 5.1.4 The **Client** may request the **Bank** to issue **Additional Card(s)** (together with the PIN and all other necessary **Access Codes**) to any other third person.
- 5.1.5 The **Client** shall acquaint the **Additional Cardholder** with these **Terms and Conditions** and all other parts of the **Agreement**.
- 5.1.6 The **Client** shall pay all **Service Fee(s)** for using the **Additional Card(s)** and **Access Codes**, and any other associated costs, including without limitation, amounts debited from the account after cancellation of the **Additional Card(s)**.
- 5.1.7 The **Client** authorizes the **Bank** to pass on certain information about his/her account to the **Additional Cardholder**. Such information will without limitation include any information necessary for proper use of the **Additional Card(s)**.
- 5.1.8 The Terms and Conditions set out herein apply to all **Banking Cards** issued to the **Client** or **Banking Cards** issued to the **Additional Cardholder(s)**, as per the **Client's** request.
- 5.1.9 The use of **Banking Cards** is also regulated by the **Georgian Law** and license agreements between the **Bank** and Visa International and between the **Bank** and MasterCard Europe.
- 5.2 Basic terms of the **Banking Card**.
- 5.2.1 The **Banking Card** may be used by the authorized holders only. Sharing any **Access Codes** with third parties shall be considered the violation of the **Agreement**.
- 5.2.2 The amounts available on the account may be managed within the limits set by the **Bank**.
- 5.2.3 If the transaction is carried out via remote banking on a non-banking day, such transaction will be completed on the next business day.
- 5.2.4 Conversion of currency on the account by **Card** or **Card** requisites shall be made according to the **Bank's** existing commercial exchange rate on the date when the transaction is recorded in the **Bank's** electronic systems;
- 5.2.5 The **Banking Card(s)** will be cancelled on its expiration date.
- 5.2.6 The **Banking Card(s)** is the property of the **Bank**.
- 5.3 The **Bank** shall:

- 5.3.1 Issue and pass **Card(s)** to the **Client** on the basis of information provided in the **Application** and verified with relevant documentation;
- 5.3.2 Debit the amounts from the **Client's** account in accordance with the then effective **Spending Scheme**;
- 5.3.3 After receiving a notification on loss of **Card**, place the **Card** in the stop-list and charge respective **Service Fee(s)** (if any).
- 5.4 The **Client** may:
- 5.4.1 Carry out banking operations within the limits determined by the **Bank**;
- 5.4.2 Appeal banking operations carried out via card if he/she considers that an unauthorized or incorrect operation has occurred. However, the **Client's** appeal against any transaction does not imply the **Bank's** unconditional obligation to compensate the **Client** for any loss incurred as a result of such transactions. Each case of customer appeal is reviewed individually in accordance with the rules set by VISA Inc., MasterCard Europe and UnionPay International payment systems, practices in international and Georgian banking sector and applicable law;
- 5.4.3 Send a written notification to the **Bank** before the card expiration date, requesting the renewal of the **Banking Card(s)**;
- 5.4.4 Choose and amend the **Spending Scheme** for the relevant **Service Fee(s)** (if any).
- 5.5 The **Bank** may:
- 5.5.1 Without further consent of a **Client**, charge the account of the **Client** with the transaction amounts that were carried out with the **Banking Card(s)**;
- 5.5.2 Without further consent, charge the **Client** with **Service Fee(s)** and any other costs for using the overlimit amount, fees for **Tariff Packages** and any applicable taxes under the **Georgian Law**;
- 5.5.3 Request the return of the **Banking Card** from the authorised cardholder if the **Bank** suspects that the card has been used for illegal purposes;
- 5.5.4 Suspend the **Card** if the **Bank** determines that the **Card** was used for illegal purposes or if Visa International, MasterCard Europe and/or any other payment system provide the **Bank** with an evidence that the **Card** was used for illegal purposes;
- 5.5.5 Without prior notice discontinue to support any digital card or software, block, restrict, suspend and terminate the use of **Digital Card** by the **Client** if the **Client** breaches its obligations, or there is a reasonable suspicion of illegal transactions/activities;
- 5.5.6 Charge the **Client's** account with any and all relevant transaction amounts, before the **Client** notifies the **Bank** about the lost or stolen card. Notwithstanding the notification, the **Bank** may debit the account with transaction amounts that were carried out before the notification, but reflected in the **Bank's** electronic systems after the notification.
- 5.5.7 Suspend or cancel the **Card**, if the **Client** or **Additional Cardholder(s)** breach the terms and conditions of the **Agreement** set out herein or if the **Client** is unable to repay his/her liabilities to the **Bank**, and take all the necessary measures to ensure that the **Client** repays all the liabilities to the **Bank**;
- 5.5.8 Block any and all other accounts of the **Client** at the **Bank** and transfer amounts from such accounts for the repayment of any outstanding liabilities of the **Client** to the **Bank**;
- 5.5.9 At its sole discretion, refuse to issue and/or substitute the **Banking Card**;
- 5.5.10 Without giving any reasoning, refuse to provide the **Client** with **Digital Card** of particular type of card, as well as any electronic device, web-page or application.
- 5.5.11 If necessary, substitute the **Banking Card** before its expiration date;
- 5.6 The **Client** shall:
- 5.6.1 Carry out operations with the **Banking Card** in accordance with the terms and conditions set out herein;
- 5.6.2 Reimburse the **Bank** for any losses incurred by the **Bank** due to the **Client's**, **Additional Cardholder's** and/or any authorised person's violation of the terms and conditions of the **Agreement**;
- 5.6.3 Pay any and all **Service Fee(s)** set by the **Bank** for carrying out operations with the **Banking Card**, fees for **Tariff Packages** and, if necessary, reimburse the costs related to the loss of the card;
- 5.6.4 Retain all the documents reflecting the transactions carried by means of the **Banking Card** and present such documents to the **Bank** in case of any disputes;
- 5.6.5 At the end of each calendar month review all operations carried out with the **Banking Card** and, if necessary, appeal such operations to the **Bank** in writing within seven business days from the end of each calendar month. If the **Client** fails to file such appeal within the set timeframe, it shall be deemed that the **Client** agrees to the accuracy of all operations and may no longer file the appeal;
- 5.6.6 Ensure that the envelope containing the PIN is sealed;
- 5.6.7 Regularly read and follow general terms and conditions of the **Card** and security rules established by the bank, protect strict confidentiality of access codes, included but not limited with the **Client's** liability not to keep access codes or other materials in a form or on an electronic carriers, which allows to discredit or disclose

them. Not to pass access codes to third party(ies) and/or not to disclose access codes in any other ways. In addition, if the **Client** uses **Digital Card** service, he/she is obliged to protect the security of electronic device(s) (including but not limited with electronic hardware, program and/or web-page) and access codes, which are used for using **Token** service.

5.6.8 Notify the **Bank** immediately In case the electronic device(s), where the **Client's Card** detail/**Digital Card** is stored is lost or transferred to a third party and/or the **Client's** authentication data is compromise, the **Client** shall immediately notify the **Bank** thereof.

5.6.9 Notify the **Bank** immediately about the lost or stolen **Banking Card**. Each verbal statement should be confirmed in writing (including via e-mail) by the **Client** or the Authorized Signatory, otherwise the **Bank** shall not be liable for any financial losses incurred by the **Client**. If the **Bank** receives a written notification at a later date, any transactions carried out by **third persons** before the receipt of the notification by the **Bank** shall be charged to the **Client**. In the event of a lost card, the **Bank** shall not consider the authorized cardholder's appeal if such appeal is not presented to the **Bank** in line with the accordingly defined notification rules set out herein;

5.6.10 If the reported lost or stolen **Banking Card** is found, immediately return the card to the **Bank**;

5.6.11 If the **Banking Card** expires, is suspended or terminated, return the card to the **Bank** within 14 calendar days of any of the abovementioned event.

5.7 The **Bank** shall not be liable for:

5.7.1 Any illegal and/or unauthorised transactions carried out by means of the **Banking Card(s)** before the receipt of the notification about the loss of such card by the **Bank**;

5.7.2 Any illegal actions carried out by means of the **Banking Card**;

5.7.3 Blocking the **Banking Card** based on a false notification;

5.7.4 Cancelling the **Card**;

5.7.5 Delayed, incorrect or failed transactions, caused by international payment systems or technical failures;

5.7.6 Legality of operations carried out with the card;

5.7.7 The security of the confidential information and/or personal data transferred to the third party(ies) while using the **Digital Card** or storing **Digital Card** in the electronic device(s), web-pages or application of the third party(ies);

5.8 The **Client** shall be liable for:

5.8.1 Any illegal and/or unauthorised transactions carried out with the **Banking Card**;

5.8.2 Any financial liability which occurs as a result of use of the **Additional Card(s)**;

5.8.3 Any losses incurred as a result of any of the **Access Codes** or other information on the **Banking Card(s)** and/or **Cardholder(s)** becoming available to third parties by reasons independent from the **Bank**;

5.8.4 Any transactions carried out on the **Universal Account** before or after the closure of the account;

5.8.5 Any transactions carried out by means of the **Banking Card** and/or by means of **Remote Banking Services**;

5.9 The **Bank** shall be liable:

5.9.1 To keep records of transactions on the **Client's** account in accordance with the **Laws of Georgia**;

5.9.2 To keep the information on the transactions carried out on the account confidential, except as otherwise prescribed under the **Agreement** and/or the **Georgia Law**.

5. Remote Banking Services

6.1 The **Bank** offers its **Clients** a set of **Remote Banking Services** that allow the **Client** to carry out Transactions, without visiting the **Bank** or any other banks, via use of various electronic channels and/or devices. The **Bank** reserves the right to alter, improve and/or change the **Remote Banking Services** from time to time.

6.2 Authority

6.2.1 The **Client** authorizes the **Bank** to accept and act on **Client's Orders** and to conduct all then allowed Transactions, as specified below, for each of the **Services** offered, including without limitation payment(s) to/from the **Universal account(s)**, if the transaction(s) has been authenticated by the use of the **Security Procedure** as required/determined/established by the **Bank**.

6.2.2 The **Bank** shall rely on any **Orders** received from the **Client** in the form of SMS or mobile access codes, email, **Mobile and/or Internet Banking Order(s)** and the **Bank** shall not be held responsible for validating the identity of the sender or the validity of the **Order** if the **Client** has been authenticated in accordance with the **Security Procedure**. Under no circumstances shall the **Bank** be liable for the unauthorized use of the **Remote Banking Services** by any third party.

6.2.3 The **Client** acknowledges and accepts that any **Order** received by the **Bank** through **Client's** mobile phone number indicated in the **Application**, shall be deemed to have been written by the person whose phone number is shown, regardless of whether the **Order** was actually written and sent by this person or with his/her consent, or received by the **Bank** with its contents unchanged.

6.2.4 The **Client** acknowledges and accepts that any email received by the **Bank** shall be deemed to have been written by the person whose email address is shown, regardless of whether the email was actually written and sent by this person or with his/her consent, or received by the **Bank** with its contents unchanged.

6.2.5 The **Client** acknowledges and accepts that any **Order** received by the **Bank** via **Internet Banking** shall be deemed to have been done by the person whose identification has been accepted, verified and/or authenticated via **Security Procedure**, regardless of whether the **Order** was actually made out and sent by this person or with his/her consent, or received by the **Bank** with its contents unchanged. The **Bank** shall be deemed authorized to carry any and all such **Orders** received via **Internet Banking**.

6.2.6 If there are several cards issued on/linked to the account, and/or several Authorized Signatories, the **Bank** will act on the **Orders** of any of the above, but each will be responsible for all the Transactions carried out and for repayment of any borrowing that may arise on the Account as a result of the Transaction(s).

6.2.7 The **Client** hereby agrees that Transactions carried out via **Remote Banking Services** have the legal force of the paper based documentation (executed and signed in writing) duly executed by the person authorized to manage the account.

6.2.8 The **Client** acknowledges that the **Bank**, at its sole discretion, has the right to record any or all **Orders** which was sent or received via the **Remote Banking Service** channels and store such information in the form deemed appropriate by the **Bank**. The **Client** confirms and agrees that the **Bank** may use any such information as evidence in case of any disputes.

6.3 Security Procedure and Risks Associated with the Remote Banking Services.

6.3.1 For the purpose of providing **Remote Banking Services**, the **Bank** will not verify the identity of the **Client** by checking signatures or identification documents. Instead, identity shall be established by means of an authentication process using electronic aids made available to the **Client** (self-identification), enabling all those who identify themselves correctly to have access to the relevant **Remote Banking Service(s)**. Any action performed once the system has authorized access on the basis of a positive authentication process shall be imputed to and legally binding upon the **Client** concerned.

6.3.2 The **Bank** reserves the right to introduce additional aids for **Client** identification.

6.3.3 The **Bank** must be notified immediately in case of loss of identification aids. After the receipt of such notification, the **Bank** shall bar access to **Remote Banking Service(s)** from the **Client's Universal Account**.

6.3.4 All the electronic aids placed at the **Client's** disposal must be used in accordance with applicable Terms and Conditions. The electronic support tools provided by the **Bank** shall remain the property of the **Bank**.

6.3.5 The **Bank** and the **Client** shall ensure the confidentiality of identification information. The **Client** shall:

6.3.5.1 Keep the usernames, passwords, other security codes and electronic devices (if any) secure at all times and not share this information with any third party;

6.3.5.2 Change the **access code** immediately after the first login, change the **access code** on a regular basis and keep it confidential at all times.

6.3.5.3 Inform the **Bank** immediately if he/she loses the access code or electronic device (if any) or if the **Client** suspects someone knows **Client's** codes or other security details. If the **Client** fails to do so, he/she will be liable for any unauthorized payments on his/her account confirmed by use of the **Security Details**.

6.3.5.4 Be responsible for all instructions given by him/her or anyone acting with his/her authority between the time the **Clients** passes the **Security Procedure** and the time he/she exits from the **Service**. In the **Client's** own interests, s/he should not leave the device he/she is using to access the **Service** unattended while the **Client** is still logged onto the **Bank's** website.

6.3.5.5 Be responsible for using **Remote Banking Service(s)**. The **Bank** shall provide the **Client** with identification codes and/or electronic aids and/or devices which shall be used for **Client** identification purposes. The **Client** must verify that such electronic means and/or devices are functioning properly within seven days from their receipt.

6.3.6 The **Client** hereby acknowledges that internet transmission lines are not encrypted and that email is not a secure means of transmission. The **Client** therefore hereby acknowledges and accepts that such un-secure transmission methods involve security risks including possible third party interception risk and/or possible

unauthorized alteration of data and/or unauthorized usage thereof for whatever purposes.

6.3.7 The **Client** acknowledges and is aware of the risks which may result from the exchange of information via electronic means and shall be liable for any loss caused by the access of such information by any third party(s). The **Client** fully understands that unsecured communication is not confidential, and during transmission of such **Order**, its contents and those of the attached documents may be read and changed, unnoticed, by the unauthorized third parties.

6.3.8 The **Bank** cannot give any guarantee that unsecured e-mails sent by or to it will be received without having been falsified or on time or that they will reach the correctly entered addressee. Likewise, the **Bank** gives no guarantee that any e-mail showing the **Bank** as its sender actually comes from the **Bank**. For security reasons, the **Bank** may refuse the receipt or handling of e-mails at any time without advance warning, or make the receipt or handling of e-mails dependent on additional clarifications.

6.4 Transactions and Variation/Termination of the Service

6.4.1 **Orders** received through the **Remote Banking Service(s)**, on any business day will normally be processed that day. The **Bank** has the right to process the **Client Order** within reasonable time, but no later than on the second business day. However, the **Bank** shall not be liable for any loss, damage, direct or indirect costs incurred by the **Client** as a result of violation of the said term, if such violation was caused by a technical failure or failure by third parties to provide services.

6.4.2 The **Client** is responsible for all transactions carried out using the **Remote Banking Service(s)** and for repayment of any debt that arises from use of the **Service**. If the **Order** is sent via **Internet/Mobile banking**, the **Bank** may, at its sole discretion, refuse individual **Orders** in the event that the balance on the **Client's Universal Account** is not sufficient to carry out the **Order**, or such **Orders** exceed the limits of any daily limit granted.

The **Bank** may, at its sole discretion, accept the cancellation request from the **Client** if the **Bank** has not commenced the processing of an **Order**. The **Bank** shall not be liable for any taxes or costs (direct or indirect) that may arise from delayed transactions or such cancellation of **Orders**.

6.4.3 The **Client** acknowledges that the **Bank** may adjust or restrict the range of **Remote Banking Service(s)** available to the **Client** at any time on a country-specific basis.

6.4.4 The **Bank** reserves the right, to bar, at its sole discretion, active transactions of the **Client**.

6.4.5 The **Bank** may suspend, withdraw or restrict the use of the **Service** or any part of the **Service** where:

6.4.5.1 The **Bank** has reasonable grounds to suspect that the **Client** Security Details have not been kept safe or they have been compromised;

6.4.5.2 The **Bank** has reasonable grounds to suspect unauthorized or fraudulent use of the **Client** Security Details;

6.4.5.3 The **Bank** considers it appropriate for the **Client's** protection.

6.4.6 The **Client** may terminate his/her subscription to any of the **Services** at any time, by notifying the **Bank** via all the available channels. The notification will not be effective until the **Bank** receives it.

6.5 Availability of the Service and Limitation of Liability

6.5.1 While the **Bank** will make reasonable efforts to provide the **Service**, it will not be liable for any failure to provide the **Service**, in part or full, for any cause that is beyond its reasonable control. This includes, in particular, any suspension of the **Service** resulting from maintenance and upgrades to the **Bank's** systems or the systems of any party used to provide the **Service**.

6.5.2 The **Bank** shall not be liable for any loss or damage, direct or indirect costs incurred by the **Client** as a result of delay caused by the technical failure or delay of service by any third party.

6.5.3 The **Bank** hereby excludes all liability in respect of loss or damage suffered due to transmission errors, technical faults or defects, breakdowns or illegal intrusion or intervention in the **Bank's** electronic system. Moreover, no liability shall accrue to the **Bank** in respect of loss or damage suffered due to disturbances or interruptions in the service and/or overloads affecting the functioning of the **Bank's** electronic systems.

6.5.4 The **Bank** shall not be liable in any way in the event the **Client** does not receive e-mails sent by the **Bank** to the **Client** due to internet service provider server problems, bad/slow connections and/or any other issue on the part of either the internet service provider and/or the mail server and/or the **Client**.

6.5.5 The **Bank** hereby excludes all liability in respect of loss or damages suffered by the **Client** due to defects or malfunctioning of the **Client's** or other person's computer, network or software; moreover, the **Bank** excludes all liability in respect of any loss or damages caused by the access of confidential information by any third party(s) or performance of any transaction by any third party(s).

6.5.6 The **Bank** shall not be liable for the **Client's** mobile phone services and the responsibility for providing the **Client** with mobile phone service rests with the

mobile phone service provider. The **Bank** is not responsible for any dispute arising between the Customer and the said Mobile Phone Service Provider.

6.5.7 Under no circumstances, including negligence, shall the **Bank** and/or any party involved in creating, producing, delivering or managing the **Client's** Statements, be liable in any way for any direct, indirect, incidental, special or consequential damages that may result from the use or inability to use the **Bank's** e-mail banking facilities or out of the breach of any warranty, whether express or implied. The use and/or storage by the **Client** of any information including without limitation, password, Account information, transmission activity, Account balances and any other information available in respect of the **Client's** Account and or the **Bank's** e-mail banking facilities is at **Client's** own risk, sole responsibility and liability.

6.5.8 The **Client** specifically agrees to exempt the **Bank** from any and all responsibility and/or liability arising from any such misuse and agrees not to hold the **Bank** liable in any way for any such misuse. The **Client** further agrees to hold the **Bank** free and harmless from all losses, costs, damages, expenses that may be suffered by the **Client** due to any errors and/or delays. The **Client** agrees that any such misuse and/or errors as aforesaid shall not be considered as a breach by the **Bank** of the confidentiality.

6.6 **Internet Banking**

6.6.1 The **Bank** offers the **Client** an **Internet Banking** Service which enables the **Client** to carry out Transactions and receive account balance-related information without physically visiting the **Bank** via the **Bank's Internet Banking** webpage <https://my.libertybank.ge>, or any other webpage, that the **Bank** may designate and/or develop and/or maintain for such purposes, upon authentication via Security Procedure established by the **Bank**.

6.6.2 The **Client** acknowledges and is aware that the **Bank** may, at any time, display legal notices /restrictions/disclaimers on electronically communicated information and in respect of any services.

6.6.3 The **Client** may carry out the Transactions/Services as determined by the **Bank**, which Services may be changed by the **Bank** from time to time at its sole discretion.

6.6.4 If the **Client** does not use **Internet Banking** service for more than six months, the **Bank** may terminate his/her **Internet Banking** service. The **Client** shall have the right to request the renewal of **Internet Banking** Service, in accordance with the Security Procedure.

6.7 **Mobile Banking**

6.7.1 In order to use **Mobile Banking** Service, the **Client** must have an **Internet Banking** Service activated and have a mobile phone (hereinafter referred to as "Phone") operating on the appropriate operating system (Android, IOS and / or other operating system specified by the **Bank**).

6.7.2 **Mobile Banking** Service can only be used after downloading and installing the Mobile Banking App (available on the operating system's online stores - Google Play, App Store, etc.).

6.7.3 When using a **Mobile Banking** Service, the **Client** must use his / her **Internet Banking** username and password and obtain authentication. The **Bank** is entitled to establishing additional mechanisms for client identification.

6.7.4 The **Client** shall protect the confidentiality of identification data (including access codes). The **Client** confirms and undertakes to immediately notify the **Bank** of any loss of the Phone or other change of ownership that may affect the secure provision of **Mobile Banking** Services to the **Client**.

6.7.5 The **Client** will be responsible for any **Orders** sent from the phone to the **Bank**.

6.7.6 The **Client** understands the risk that the use of the **Mobile Banking** Service is related to the exchange of information electronically and is therefore liable for any damage caused by any third party access to the Electronic System.

6.7.7 The **Client** grants the **Bank** the authority to send messages to the **Client's** Mobile Phone in accordance with Terms of the **Mobile Banking** Service, unless the **Bank** receives otherwise written instructions from the **Client**.

6.7.8 The **Bank** is entitled to debiting the **Client's** any kind of **Bank** account in the amount of **Mobile Banking** Service fees without the **Client's** further approval or accept payment by the **Client** in any other form if the funds are insufficient;

6.7.9 The **Bank** reserves the right to periodically change, improve and / or modify **Mobile Banking** Services.

6.7.10 If the **Client** does not use the **Mobile Banking** Service and does not pass the authentication within 90 (ninety) calendar days, the **Bank** shall be entitled to suspend the **Mobile Banking** and the **Internet Banking** Services. The Services will be restored after the **Client**, in the manner prescribed by the **Bank**, requests the **Bank** to reactivate it.

6.7.11 Termination of **Internet Banking** Service automatically results in termination of **Mobile Banking** Service.

6.8 **SMS Banking**

6.8.1 The **Bank** will inform the **Client** about the transactions carried out from the **Client's** account via SMS notification to the mobile number(s) indicated by the **Client** in the Application. Such notification(s) shall be sent to the **Client** in the form effective at the **Bank** immediately after the Transaction is carried out.

6.8.2 The **Bank** is entitled to use **verified number** when communicating with the **Client** regarding the use of SMS bank service.

6.8.3 The **Client** shall pay to the **Bank** a fee set by the **Bank** (if any) for using **SMS Banking Services**;

6.8.4 The **Bank** shall not be liable for incorrect or delayed SMS notification, if such mistake or delay is caused by reasons independent from the **Bank**, including technical failures.

6.8.5 The **Client** confirms that he/she is the owner of the mobile phone number submitted to the **Bank**. Unless the **Client** informs the **Bank** about any changes to the mobile phone number provided, any **Order** and/or request and/or information sent to/received from this mobile phone number shall be deemed as sent to/received by the **Client**.

6.8.6 The **Bank** shall not be liable for results of revealing the confidential information if the **Client** changes the mobile number indicated in the **Application** and fails to immediately notify the **Bank** about it, loses the mobile phone or SIM card, or gives the mobile phone or SIM card to any unauthorized third party or any other similar reason.

6.9 Mail Banking

6.9.1 The **Bank** offers the **Client** an **Mail Banking Service** which enables the **Client** to carry out Transactions and receive account balance-related information upon authentication via Security Procedure established by the **Bank**, for the e-mail(s) indicated by the **Client** in the **Application**.

6.9.2 In order to use **Mail Banking Service**, the **Client** must have a valid Mail address ("e-mail") and mobile phone number (verified number – if any) that he/she confirms to be his/her own in an **Application** submitted to the **Bank**. Unless the **Client** informs the **Bank** about any changes to the e-mail address and/or mobile phone number provided, any **Order** and/or request and/or information sent to/received from the e-mail and/or mobile phone number indicated in the **Application** form shall be deemed as sent to/received by the **Client**.

7. Contactless Card

7.1. **Contactless Card** is a sort of the **Bank Card** with a security chip that enables the **Client** to carry out Operations in the premises of Service Providers having relevant technical means, without providing **Access Code** and subject to the limits determined by the **Bank**;

7.2. The allowed limits for contactless purchase Transaction via Visa PayWave and MasterCard PayPass Card without providing **Access Code** are determined under **Appendix #1** to the present **Terms and Conditions**;

7.3. The terms and conditions and security rules for using a **contactless Card** are prescribed under Paragraph 5 of the present **Terms and Conditions**.

8. Standing Orders

8.1. The **Client** may give the **Bank** standing order to pay specified amounts to certain third parties from his/her **Universal Account**. In the **Client's Application**, the **Client** shall provide detailed information about the future payments, including, without limitation, full identity of the third party as it is required by the international and/or national payments regulations (name/title, address, account information, bank codes, etc), frequency of and/or number of Standing Orders, date(s) of the payment to be made, amount and currency of the payment.

8.2. If the **Client** submits Standing Order Service Application, the **Bank** shall start providing to the **Client** with Standing Order service. Under the terms of this Service, the **Bank** will have the right, without further notice, to automatically transfer funds from the **Client's Universal Account** to pre-determined accounts on dates specified in the **Client's Pre-Authorized Payments Application**.

8.3. The **Client** agrees that any and all electronic documents generated by the **Bank** for performing Standing Order have the same legal force as the printed documents signed by the authorized signatory.

8.4. The **Client** may, at any time:

8.4.1. Make changes in the information provided in the Standing Order Service Application;

8.4.2. Add or remove beneficiaries of Standing Order;

8.4.3. Define the priority of transfers; and

8.4.4. Discontinue the use of the service in respect of any or all such Standing Orders.

8.5. The **Bank** shall provide the **Client** with the Standing Order service subject to availability of funds on the **Client's Universal Account**, and reserve the

right to not perform a Standing Order if the balance on the **Client's** account is insufficient.

8.6. It is the **Client's** responsibility to ensure that the available funds on his/her **Universal Account** are at all times sufficient to carry out Standing Order.

8.7. The **Bank** will not perform Standing Order in case the **Client** has an outstanding liability to tax authorities, regulatory bodies or in other cases provided for by **Georgian law** that the **Bank** is aware of. Should the **Client** have an outstanding liability to the **Bank**, the available funds will be directed to covering that liability before any other transfers, including Standing Order that may be initiated from the **Client's** account.

9. Direct Debit

9.1. The **Client** may make arrangements to pay certain recurring bills from his/her **Universal Account**. In the **Client's Direct Debit Application**, he/she shall provide detailed information about the future payments, including, without limitation, identity of the third party (utility service provider, insurance provider, or any other party), likely frequency of and/or number of recurrent payments, and his/her unique identification number and/or account held with such provider or a third party.

9.2. Once the **Client** has submitted a Direct Debit Application, the **Bank** shall start providing to the **Client** with the service, under the terms of which the **Bank** will have the right, without further notice, to automatically transfer funds from the **Client's Universal Account** to third party(ies) specified in his/her Direct Debit Application.

9.3. The **Client** agrees that any and all electronic documents generated by the **Bank** for such automatic transfer(s) of the funds have the same legal force as the printed documents signed by the authorized signatory.

9.4. The **Client** may, at any time:

9.4.1. Make changes in the information provided in the Direct Debit Application;

9.4.2. Add or remove third party beneficiaries of Direct Debit;

9.4.3. Define the priority of transfers; and

9.4.4. Discontinue the use of the service in respect of any or all such beneficiaries;

9.5. Amount of each payment under the Direct Debit Services is determined based on outstanding liability information for the ID(s)/account(s) the **Bank** receives from the **Client's** service provider, based on details specified in the **Client's Direct Debit Application**.

9.6. The **Bank** shall provide to the **Client** with the Direct Debit service subject to availability of funds on his/her **Universal Account**, and reserve the right to not make a payment if the balance on the **Client's** account is insufficient.

9.7. It is the **Client's** responsibility to ensure that the available funds on his/her **Universal** account at all times are sufficient to cover Direct Debit.

9.8. The **Bank** will not make a Direct Debit payment in case the **Client** has an outstanding liability to tax authorities, regulatory bodies or in other cases provided for by **Georgian law** that the **Bank** is aware of. Should the **Client** have an outstanding liability to the **Bank**, the available funds will be directed to covering that liability before any other transfers, including Direct Debit payments that may be initiated from the **Client's** account.

10. Incentive programs and/or promotions

10.1. The **Bank** may, at its sole discretion, offer the **Client** participation in the **Bank's Incentive Programs** and / or Promotions (if any), whereby the **Client** shall be entitled to receive various benefits specified by the **Bank** in the process of using the Banking Services.

11. Special Currency Account

11.1. A **Special Currency Account** is not a card account and a **bank card** is not tied to it.

11.2. This **Terms and Conditions** apply to the **Special Currency Account** taking into consideration the specifics of the **Special Currency Account**.

12. Priority Pass

12.1. To the **Clients** who travel frequently, the **Bank** offers Priority Pass Card, a non-banking card which enables the **Client** to use Priority Pass services provided by the Administrator. Priority Pass allows its members and their guests an access to the VIP waiting lounges at airports around the world in exchange for a standard fee per visitor. The **Client** may receive complete and exhaustive information about Priority Pass Card service, including eligibility requirements for the use of VIP

waiting lounge at any specific airport at the Priority Pass's official website (www.prioritypass.com). Note that in order to access the Priority Pass website, one must undergo registration.

12.2. Information about availability of airport VIP waiting lounges, their working hours and services offered to Priority Pass holders (as specified in Priority Pass booklets and on the official website) is subject to administrative procedures of specific airport lounge operators, and may change without prior notice. The **Client** may access any and all information updates on Priority Pass official website. The **Bank** shall not be responsible for the accuracy of such information, nor for timeliness of updates.

12.3. Priority Pass Card is not a debit or credit card and does not present the proof of the **Client's** creditworthiness or identity.

12.4. Priority Pass card is an individual membership card which is issued to every member of the **Priority Pass**. The **Client** may not pass the **Priority Pass** card to any other person, nor may any other person use the **Client's** Priority Pass card.

12.5. Terms and Conditions and general rules for using Priority Pass card, are available at Priority Pass Group's website, www.prioritypass.com, and it is the **Client's** responsibility to acquaint himself/herself with those Terms & Conditions, and follow them at all times.

12.6. Priority Pass card is the property of the **Administrator** and the **Client** must return the card to the **Bank** immediately upon request, should the use of the card come in contradiction with any of the clauses of Terms and Conditions.

12.7. The **Client** may not use the Priority Pass card:

12.7.1. For purposes deemed illegal by the laws of Georgia and/or laws of other countries; and

12.7.2. Prior to receiving the **Bank's** notification that the **Client's** card is valid, or after its expiration, also upon receipt of notification that the **Client's** Priority Pass card has been cancelled.

12.8. In order to be eligible for the **Service** as set out in the **Terms and Conditions** and to enter a lounge, the **Client** must present the Priority Pass card to its operator defined by the **Administrator**.

12.9. The fees for making use of the airport waiting lounges are applied to each visitor individually. Visits to the airport's waiting lounge are registered onsite by the staff of the lounge operator when the **Client** presents his/her Priority Pass card. The **Client** shall pay the lounge usage fee for himself/herself and all his/her guests. The **Bank** will charge such fee to the **Client's Universal Account**, without any additional notice.

12.10. The **Bank** has no control over the Priority Pass merchants and therefore, cannot be held responsible for the quality of service provided by **Priority Pass** provides or the eligibility to use of Priority Pass card.

12.11. Should the **Client** believe that his/her Priority Pass card is lost or stolen, the **Client** shall immediately alert the **Bank**. The **Bank** will provide the **Client** with a new card, with a new identification code (14-digit number) or replace a damaged one once the **Client** pays the cost of the new card.

12.12. The **Client** will be liable to pay for using the airport waiting lounge fees billed before the **Bank's** receipt of the notification about the lost or stolen Priority Pass.

13. VISA Concierge Service

13.1. The **Clients** who hold **Visa Infinite Cards** are offered **VISA Concierge service** which represents 24-hour personal assistance service tailored to the individual needs of the **Clients**.

13.2. **VISA Concierge Service** is provided by the **Partner** in accordance with the terms and conditions set forth by it (**Partner**) and/or VISA and may at any time be modified at sole discretion of **Partner** and/or VISA respectively. In order to use **VISA Concierge Service** the **Client** shall read and agree (if necessary) to the terms and conditions defined by the **Partner** and/or VISA, including the Privacy Policies and any changes thereto. The **Bank** shall in no case be responsible for the terms and conditions defined by the **Partner** and/or VISA and any amendments made thereto;

13.3. For the purposes of providing **VISA Concierge Service**, the **Client** authorizes the **Bank** to transfer his/her **Personal Data** to **Third Parties** determined under the present **Terms and Conditions**, including the **Partner**, to the extent necessary to communicate with the **Client** by using communication channels (including Viber) and to provide **VISA Concierge Service**. The **Client** acknowledges and agrees, that depending on the services selected by him/her, provision of **VISA Concierge Service** may require transfer and processing of data outside of Georgia, including the EU member countries, where appropriate data protection is guaranteed.

13.4. In order to receive **VISA Concierge Service** the **Client** shall undergo authorization through the address provided by the **Bank** and select the communication channel through which he/she will receive **VISA Concierge Services**.

13.5. The **Client** may transfer the right to use **VISA Concierge Service** to third party(ies). In such case, the **Client** shall transfer third party(ies) **Personal Data** to the **Bank** to the extent necessary to activate **VISA Concierge Service** and shall obtain consent from the data subjects for the processing of their **Personal Data** by the **Bank**, including for transferring data to the **Partner**.

13.6. Provision of **VISA Concierge Service** can be terminated at the request of the **Client**, by blocking the **Visa Infinite card**, upon expiration of the **Visa Infinite card** or based on any other grounds defined by the **Bank**.

13.7. **VISA Concierge Service** is free of charge. For the avoidance of any doubt, in case the **Client** purchases any product/service by using **VISA Concierge Service**, the costs related to such purchase shall be covered by the **Client**.

13.8. The **Bank** has no control over the product(s)/service(s) purchased as a result of using **VISA Concierge Service** and therefore, cannot be held responsible for the quality of such product(s)/service(s).

13.9. Any request/claim of the **Client** related to **VISA Concierge Service** shall be submitted directly to the **Partner**. The **Bank** shall not be liable for the **Partner's** non-performance or improper performance of the **VISA Concierge Service**.

13.10. The **Client** acknowledges that any person who has access to the **Client's** communication channel used to receive **VISA Concierge Services** can use **VISA Concierge Services** on behalf of the **Client**. To prevent this, the **Client** shall keep the access codes to the relevant communication channel(s) secure. The **Bank** shall not be liable for any consequences arising from the use of **VISA Concierge Services** by a third party on behalf of the **Client**.

14. Currency Exchange Service

14.1. The **Bank** offers its **Clients** information and broking services, related to the currency exchange transactions, or acts as counterparty to such transactions. Currency exchange transaction services allow the **Client** to trade funds available in one currency in exchange for another. The **Bank** shall execute the currency exchange operations in accordance with the **Orders** received from the **Client**, at either the **Bank's** commercial exchange rate or the then-current interbank currency exchange rate or any other rate agreed with the **Client**.

14.2. The **Bank** undertakes an obligation to execute currency exchange operation on the **Client's Universal Account** if the balance on the account is sufficient for such an operation, and to credit the purchased currency amount to the **Client's** account on the date as specified in the **Client's Orders** (dates of debiting and crediting the **Client's** account).

14.3. The **Bank** reserves the right to block the full amount (including the transaction execution fee) to be debited on the **Client's Universal Account** from the moment of receiving a currency exchange order until the transaction is either completed (until debiting/crediting relevant amounts on the **Client's** account or when the **Bank** does not carry out the transaction) or aborted/cancelled.

14.4. The **Bank** shall not be held responsible for failure to execute the **Client's** currency exchange orders if it has specific exchange rate restrictions, and the **Bank** cannot satisfy the **Client's** requirements. Exchange rate restrictions would include, without limitation, setting caps on exchange rates: ceiling for buying a currency or floor for selling one – difference between the **Bank's** commercial exchange rate, and the one specified by the **Client** in the instructions.

14.5. If due to the reasons indicated in clause 15.4 the currency exchange transaction has not been executed, the **Bank** shall notify the **Client** accordingly and, should the **Client** consent to this, execute the currency exchange transaction (in full, or for the remaining portion) at the **Bank's** commercial exchange rate. Such reasons for no-fill or partial-fill may include, without limitation, the following:

14.5.1. There has been no trading on the currency exchange or interbank market through no fault of the **Bank**;

14.5.2. The **Bank's** trade order on the currency exchange or interbank market was filled partially; and

14.5.3. The **Client's** Account has not been credited with, or has received a partial credit only for the amount purchased by the **Bank** on the exchange or interbank market.

14.6. The **Client** undertakes to follow the rules and procedures set out by the **Bank** for currency exchange operations (order/instruction deadlines, completion rules), and to pay any and all fees associated with such transactions.

15. Services through Remote Service Center

15.1. The **Bank** may, at the **Client's** request, provide certain services to the extent specified by the **Bank**, with the involvement of the Remote Service -Center, including identifying the **Client**, providing information, receiving assignments, etc.

Part III

16. Bank Service Fee

16.1. The financial relationship between the **Client** and the **Bank** is fully regulated by the rates set by the **Bank**.

16.2. The **Client** shall pay the **Service Fee(s)** to the **Bank** when using any of the **Products / Services** and / or **Tariff Package (s)** referred to in Clause 1.5 of this **Terms and Conditions** according to the **Fee Schedule**.

16.3. The service fee for the **Tariff Package(s)** is paid in advance, once a month.

16.4. The first payment of **Tariff Package(s)** fee is made on the day of purchase of the specific **Tariff Package** and thereafter once a month on the same day of each subsequent month. If there is no such number on a particular calendar month, the fee will be deducted on the last day of that calendar month.

16.5. The **Bank** may at any point at its sole discretion change the Service and or **Package Fee(s)**. Such changes may be announced and/or posted, through Liberty Bank's various information channels.

16.6. The **Client** authorizes the **Bank** to deduct the **Service** and or **Package Fee(s)** from his/her **Universal Account** and any other account the **Client** may at any given point have with the **Bank**.

16.7. Fees for services and packages will be deducted from the **Client's Universal Account** and/or from the **Client's** other accounts opened at the **Bank** including though conversion at the appropriate Liberty Bank commercial exchange rate.

16.8. Fees for Liberty Bank's and its partner organization's joint products and/or services shall be defined unilaterally by such organizations.

16.9. The **Clients** will not be refunded in case of refusal of **Tariff Packages** and/or **Product(s)/Service(s)** by the **Client**, after purchasing **Tariff Packages** and/or **Product(s)/Service(s)**.

16.10. If the **Client** fails to pay any of the **Service** and/or **Package Fee(s)** the **Bank** reserves the right to terminate and/or suspend the services provided for the **Client**, without regard to the fact that the **Bank** may have deducted the **Service** or **Package Fee(s)** from any of the accounts of the **Client**.

16.11. If the payment date for the **Service** or **Tariff Package Fee(s)** falls on the last day of a month, the fee shall be paid on the last working day of that month.

16.12. In case of purchase of new **Tariff Package** (change of **Tariff Package**) by the **Client**, tariffs defined by the new **Tariff Package** will be applied to the **Client** given the following rules:

16.13. Purchase of a higher-value **Tariff Package** - the service charge for the new **Tariff Package** will be adjusted according to the amount of the fee paid by the **Client** for the use of the previously purchased **Tariff Package** (based on days actually spent);

16.13.1. Purchase of a lower value **Tariff Package** - the **Client** will be reimbursed the relevant amount of the fee paid for the use of the previously purchased **Tariff Package**.

16.13.2. In case of purchasing a new **Tariff Package**/changing the **Tariff Package**, the payment date of the service fee will be changed and determined according to the date of purchasing/changing of the **Tariff Package**.

16.14. On the payment date of the service fee, the **Client** will be charged for the fee of the following month. In case there is not enough balance on the **Client's** account, the accrued service fee will be remembered and will be deducted as soon as the amount is available on the account.

16.15. If on the payment day of **Tariff Package** Fee the **Client's** account is already debited for the service fee of the previous month, the fees of the following months will be accumulated as a debt. Accumulated debt will be deducted from the **Client's** account(s) as soon as the amount is deposited on the **Client's** account(s) in any manner until the debt is fully repaid. In case of full or partial non-payment of the **Tariff Package Fee** for 3 (three) consecutive months, the accumulation of debt ceases.

16.16. If the **Client** fails to pay any of his/her **Service** or **Package Fee(s)**, the **Bank** may deduct an accumulated sum from the **Client's Universal Account** or any other account once the sufficient funds are available on such account(s).

16.17. After the **Client** pays any and all of his/her accumulated **Service** or **Package Fee(s)**, the **Client's Tariff Package** (if any) shall be reinstated. The terms of charging **Tariff Packages** will remain the same as defined when purchasing the **Tariff Package**.

16.18. If the **Client** has outstanding liabilities towards the **Bank**, the **Bank** will firstly deduct the appropriate amount from the **Client's Universal Account** and/or

any other account. Only after covering such liabilities can the **Client** dispose of the remaining funds at his/her own discretion.

16.19. Outstanding liabilities of the **Client** towards the bank will be covered in the order defined by the **Bank**. The standard sequence of debt payment is as follows:

16.19.1. **Tariff Package Service Fee** (if applicable);

16.19.2. Credit card debt (if any) including, Interest on the credit card limit, penalty for the late payment of interest, late payment fees, interest, principal amount; Penalty (if any) and interest on overdraft;

16.19.3. Penalty and interest on the overspent amount (if any);

16.19.4. Any other loans (if any), starting with unsecured loans;

16.19.5. Any other outstanding liabilities towards the **Bank**.

16.20. The standard sequence of debt repayment set forth in Clause 16.19 of this **Terms and Conditions** does not exclude the **Bank's** right to repay the **Client's** debt in any other order at its sole discretion.

16.21. The **Bank** shall use its best efforts to notify the **Client** of any of the latter's outstanding liabilities, however, the **Client** shall not be relieved from the payment obligation even he/she does not receive such notification.

17. The terms of Receipt and Fulfilment of Orders

17.1. The **Bank** shall fulfil the payment Transaction based on the **Order** given by the payer or the payment receiver. The **Order** may be given both in a printed and/or electronic form;

17.2. The **Bank** will receive and fulfil the payment **Order** only if the requisites determined by the **Bank** have been fully submitted by the payer or the payment receiver;

17.3. The **Client** acknowledges and agrees that the receipt of a payment **Order** by the **Bank** does not automatically mean the fulfilment of Operation and fulfilment of the payment Operation is subject to certain terms which depend on the type of the payment Operation;

17.4. The maximum terms for receipt of **Orders** by the **Bank** as well as for the fulfilment of such **Orders** are determined under **Appendix #3** to the **Agreement**.

18. Liabilities of the Parties

18.1. The **Parties** shall pay each other the damages/loss suffered by one **Party** as a result of nonfulfilment or improper fulfilment of obligations by the other **Party** in accordance with the applicable Law and/or the **Agreement**;

18.2. In order to ensure complete and proper performance of obligations assumed by the **Client** under the **Agreement**, he/she gives a preliminary consent and full authority to the **Bank** to do the following at its sole discretion:

18.2.1. Block the **Client's** account(s) in case of nonfulfilment and/or improper fulfilment of obligations (including in case of such threat) assumed by the **Client** under the **Agreement** and/or any other agreement (including without any limitation credit and/or collateral agreements) executed with the **Bank**;

18.2.2. Debit the **Client's** any kind of **Bank** account in the aggregate amount of all payables (including without any limitation the fees determined by the **Bank** for carrying out Banking Operations and the account service fees, **Tariff Package** fees, payables determined under the applicable Law, erroneously transferred funds and compensation for loss/damages) and use such funds for covering/reducing the **Client's** outstanding liabilities before the **Bank** without the **Client's** further approval;

18.2.3. If the amount to be paid and the amount available on the **Bank** account are in different currencies, convert the funds at then applicable Commercial Currency Exchange Rate and debit from the **Client's** account conversion fee without further approval of the **Client**;

18.2.4. Set off the **Client's** liabilities before the **Bank** with any liability of the **Bank** before the **Client**.

19. Limitation of Liability

19.1. As per the **Bank's** agreement to provide the **Client** with the Banking Services, the **Client** hereby irrevocably agrees to indemnify and keep the **Bank** indemnified at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by the **Bank** on

account of any claims, actions, suits or otherwise instituted by the **Client**, or any third party whatsoever (including, without limitation the **Additional Cardholder(s)**), arising out of or in connection with the use of the **Banking Services**, whether the same have been initiated bona fide or otherwise with transactions. The **Client** hereby acknowledges, the **Bank** has processed on the instructions and authority of the **Client** in accordance with the Banking Services Terms and Conditions and other applicable specific terms and conditions, agreements, contracts or similar instruments, as the case may be. The **Client** further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the **Client** notwithstanding withdrawal, either partially or totally, of any Banking Services.

19.2. The **Client** acknowledges and agrees that he/she might be required to sign, execute and deliver any additional indemnity agreements, declarations, or other similar instruments especially in connection with the transactions carried out using the access codes. Such additional indemnity agreements, declarations or other similar instruments shall be in addition to and not excluding the indemnity provisions hereunder.

19.3. Without prejudice to any other provisions of this **Agreement**, the **Bank** shall not be liable to the **Client** for any loss or damage whatsoever or however caused arising directly or indirectly in connection with the Bank Services. Notwithstanding the generality of the above, the Bank expressly excludes liability for direct, indirect, special, incidental, exemplary or consequential loss or damage, or loss of profit, arising from or related to the system, equipment, its installation or maintenance, communication lines, telephone or other interconnect problems, bugs, errors, configuration problems or incompatibility of computer hardware, problems with internet service providers, with data transmission, loss of business, revenues, goodwill or anticipated savings which may arise in respect of the **Banking Services**.

19.4. The above indemnity provisions and limitation of the liability shall extend to and be for the benefit of the **Bank's** executives, directors, employees, representatives and/or agents, parents and subsidiaries; provided that such indemnification and limitation of the liability shall not extend to the circumstances when such loss or damage to the **Client** arises from the gross negligence, wilful misconduct or bad faith of the **Bank** or the Indemnified Persons, or violation by the **Bank** (or any Indemnified person) of the Terms and Conditions of the **Agreement** set out herein.

19.5. The **Client** will be responsible for all **Orders** received by the **Bank** between the times the **Client** undergoes the security and/or identity verification procedure until the **Client** exits from the respective **Remote Banking Service**. This includes without limitation any input errors or instructions sent by someone other than the **Client** or the **Client's** authorized representative. It is strongly advised that the **Client** does not leave the device used to access the **Remote Banking Service(s)** unattended while he/she is still logged on to the device.

19.6. The **Client** will be held responsible for any transactions undertaken using the **Remote Banking**, even after the expiration of the term for the usage of such services.

19.7. The **Bank** shall not be responsible for the **Orders** sent by the **Client**, but not received by the **Bank**; incorrect or incomplete information submitted to the **Bank** by the **Client**; **Orders** submitted by the third party using an unauthorized access via internet connection between the **Client** and the **Bank**.

19.8. The **Client** is held responsible for every transaction, including, without limitation, any transactions carried out before or after the account closure.

19.9. The aforementioned conditions set out in this article shall remain in force in case of termination of the banking services until the parties fully fulfil their obligations as defined by the **Terms and Conditions** set out herein.

20. Taxes

20.1. The **Client** shall be held fully and solely responsible for filing any and all necessary forms to the relevant tax authorities, in compliance with the Terms and Conditions set out herein (including, without limitation, **Internet Banking Service** Terms and Conditions). The **Client** is also solely responsible for the payment of all unpaid taxes (including, without limitation, any value added taxes), levies, or customs duties imposed on any liabilities in connection with the operation of bank accounts or any banking services (collectively, The "Tax Liabilities").

20.2. The **Bank** shall be held solely responsible for the payment of any taxes applicable to the receipt by the **Bank** of any fees from the **Client**. If the Georgian legislation provides for payment of any Tax Liabilities by the means of withholding the funds from the accounts, the **Bank** and/or any of its subsidiaries/affiliates shall make such payments at the **Client's** expense and/or withhold the relevant amounts

from the **Client's** accounts and inform the **Client** accordingly. If the applicable legislation imposes any taxes, duties, charges and penalties on the **Bank** for any Tax Liabilities of the **Client**, the **Client** shall immediately reimburse the Bank for all such expenses, unless imposition of such Tax Liabilities is a result of negligence and wilful misconduct on the part of the Bank.

20.3. The **Bank** shall be in compliance with the laws of Georgia and the tax code requirements. The **Client** shall keep in full compliance with **Georgian laws**, on one side, and laws of any other state (e.g. laws of the state of the **Client's** citizenship or residence), on the other side.

20.4. The **Client** shall not use the account and/or the services described in this **Terms and Conditions** for any business activity and / or any activity prohibited by Georgian legislation. At the same time, in case of initiation of entrepreneurial activity and personal registration of the taxpayer by the **Client**, he/she shall immediately notify the **Bank**.

21. Amendment to the Agreement

21.1. The **Bank** may at its sole discretion (without the **Client's** further consent) change the terms and conditions of the **Agreement** upon sending to the **Client** written notification one month in advance. Furthermore, one month written notification rule shall not apply in the following circumstances:

21.1.1. The fees for the **Services** determined under the **Agreement** or the present **Terms and Conditions** are changed in favour of the **Client**;

21.1.2. A new payment Service, Banking Product or **Remote Banking Service** Channel is added to the **Agreement** or the present **Terms and Conditions**, that does not substitute or significantly change the Services provided under the **Agreement** and/or the present **Terms and Conditions**;

21.2. If the **Client** does not agree to the amendments adopted by the **Bank**, he/she shall notify the **Bank** in a written form before the effective date of such amendments. The **Client's** failure to send such notification shall be considered as his/her consent to the amendments;

21.3. If the **Client** expresses his/her refusal to the amendments, he/she may require immediate termination of the **Agreement**. Furthermore, if the **Client** has failed to indicate such request in the **Application**, the **Bank** may itself terminate the **Agreement** as of the effective date of such amendments;

21.4. If the **Agreement** is terminated based on the reasons provided hereunder, the **Bank** may request and the **Client** shall fully pay all outstanding liabilities (if any) before the **Bank** in accordance with the present **Terms and Conditions**. Furthermore, in such case the **Client** shall not be liable for any penalty fee and/or other additional penalty for premature termination of the **Agreement**;

21.5. The **Bank** shall inform the **Client** about amendments (if necessary) by uploading the text of amendments on the **Bank's** web-site - <https://libertybank.ge>. Furthermore, the **Bank** may inform the **Client** about adopted or planned amendments through one or more means of communication determined under Paragraph 25 of the present **Terms and Conditions**. The **Client** shall from time to time check the **Bank's** web-site and read uploaded amendments (if any).

22. Effective Date and Validity

22.1. The present **Terms and Conditions** shall become effective upon the **Client's** submission of the duly completed and signed **Application** and the **Bank's** respective approval. The **Bank's** consent is expressed by the commencement of provision of appropriate Banking Services to the **Client**;

22.2. Only the parts of the present **Terms and Conditions** which pertain to the **Services** indicated by the **Client** under the **Application** shall become effective together with Parts I and III;

22.3. The **Terms and Conditions** set out herein shall remain in force until the expiration of the **Services/Products** and/or **Tariff Packages** as defined under the present **Terms and Conditions**;

22.4. If the **Client** renews the **Products/Services** and/or **Tariff Packages** upon expiration of their respective terms, the present **Terms and Conditions** shall apply without any additional agreement;

22.5. If the **Bank** and/or the **Client** decide to terminate any particular Banking Service, the termination agreement shall apply only to such **Service**;

22.6. The **Bank** may at any time fully terminate the **Agreement** unless otherwise provided under the present **Terms and Conditions** (including the Paragraph concerning the closing of accounts) or the applicable Law. In such case the **Bank** shall send a notification to the **Client** no less than 1 (one) month before the termination of the **Agreement**;

22.7. If the **Client** violates a major condition of this **Agreement** or his/her solvency becomes doubtful, the **Bank** shall, upon sending a notification to the **Client**, refuse to provide Banking Services and terminate this **Agreement**, cancel the **Cards**, close the **Client's** accounts, terminate the Banking Services provided under this **Agreement** (including, without any limitation, **Remote Banking Service** Channels) and request the **Client** the repayment of all outstanding liabilities before the **Bank**.

22.8. If the **Client** terminates **Universal Account** Service or closes **Universal Account**, the **Bank** may terminate any or all Services provided to the **Client** under the present **Terms and Conditions**;

22.9. The **Client** may terminate this **Agreement** at any time upon sending a written notice to the **Bank** no later than 1 (one) month before termination. Furthermore, if the **Bank** gives its approval, the **Agreement** may be terminated before the expiration of the term determined hereunder;

22.10. The **Client** acknowledges and agrees that the **Agreement** shall not be terminated until all continuous Transactions (including, without limitation, standing orders, direct debits, recurring transactions and prolonged authorisations issued by the **Client** to Merchants and which means debit of amounts from his/her **Universal Account** on a regular basis) carried out from his/her account are terminated as well.

22.11. If any of the **Parties** decide to terminate this **Agreement**: a) the **Client** shall return to the **Bank** all **Cards** issued to the **Client** or **Additional Cardholder(s)**; b) all **Access Codes** shall be cancelled; c) the **Client** shall pay the **Bank** all outstanding liabilities and fees provided under the **Agreement**;

22.12. Upon termination of the **Agreement**, the **Client** shall pay the Service fees for the period when such **Services** were actually provided to the **Client**. Furthermore, if any of the recurring fees were paid in advance, the **Bank** shall ensure the transfer of excessive amount back to the **Client**;

22.13. If the **Client** terminates the **Agreement** during the first 12 (twelve) months as of the effective date of the **Agreement**, the **Bank** may impose financial obligations to the **Client** in the amount not exceeding the actual costs incurred by the **Bank** as a result of termination of the **Agreement**;

22.14. Information on termination of the **Agreement** shall be sent to the **Client** (if necessary) in accordance with any of the means of communication determined under Paragraph 25 of the present **Terms and Conditions**.

23. Governing Law and Dispute Resolution

23.1. **Terms and Conditions** set out herein are regulated in accordance with the **Georgian law**.

23.2. Any dispute, controversy or claim arising in relation to this **Agreement** or due to the violation of the terms of this **Agreement** shall be resolved with amicable negotiations between the **Parties**.

23.3. Should the **Parties** be unable to reach an agreement through negotiations within a period of 30 (thirty) days, the dispute shall be settled by the Georgian court of relevant jurisdiction. Hereby, the parties agree that the judgment of the court of first instance in favour of the **Bank** will be followed immediately for enforcement.

24. Confidentiality and Personal Data

24.1. **Data Processing.** The **Client** acknowledges and agrees that both during using the Banking Services and after expiration of contractual relations, the **Bank** may, in accordance with the goals determined under Paragraph 24.10, process the information related to the **Client**, including the **Client's Personal Data**;

24.2. **Data processing** shall include, without limitation, any operation performed on **Personal Data** by automatic, semi-automatic or non-automatic means, including acquiring of **Data** from the **Client**, publicly available source(s) or/and **Third Parties** determined under **Appendix #2** to the present **Terms and Conditions**, collection, recording, photographing, audio recording, video recording, organisation, storage, alteration, retrieval, redemption, use or disclosure (including **Data** disclosure to the **Third Parties** for the purposes determined under the present **Terms and Conditions**) by transmission, dissemination or otherwise making the **Data** accessible, grouping or combination, blocking, erasure or destruction.

24.3. The **Bank** and/or the **Third Parties** (including the **Third Parties** authorised by the **Bank**) shall process the information concerning the **Client** or/and **Third Parties** indicated by the **Client** under the present **Terms and Conditions** in accordance with certain goals which may include but is not limited to processing of the following information (including **Personal Data**):

- a) The **Client's** name and surname;
- b) Place and date of birth;

- c) The **Client's** personal identity number and/or unique characteristics of his/her electronic personal identity card; photo/visual image
 - d) Citizenship;
 - e) Gender;
 - f) Registered and/or actual place of residence;
 - g) Telephone/ mobile number;
 - h) Electronic mail address;
 - i) Credit history (both negative and positive, including current and/or former liabilities, loans and repayment details) and solvency status (the **Client's** solvency point, criteria and/or methodology);
 - j) Movable and immovable property owned and/or held by the **Client** as well as their characteristics and the **Client's** other assets;
 - k) Information related to the employer, as well as the employment terms and conditions (place of employment, salary, working hours, etc.);
 - l) Any information concerning the **Bank** Account and other commercial bank account(s), including without any limitation balances available on such account(s) and Transactions carried out on such account(s) during a certain period;
 - m) Any **Data** related to **Bank Cards** issued by the **Bank** and/or any other Georgian commercial bank and card accounts, including without any limitation balances available on such cards and Transactions carried out on such cards during a certain period, as well as the respective **access codes**;
 - n) Information accumulated at various payment providers related to the **Client's** account/subscriber (including without any limitation the **Client's**/subscriber's account number, address, credit/debit available on subscriber's account at certain given moment, transactions carried out on subscriber's account and/or top-ups and/or repayment of liabilities and etc.);
 - o) Any information (including without limitation the so-called cookies and etc.) disseminated through various electronic channels and/or internet space and/or the activities of the **Client** and/or the **Third Parties** indicated by the **Client** in the abovementioned channels (including without any limitation the history logins, Transactions and any actions made in such channels);
 - p) Information related to family members, relatives or other persons residing at the **Client's** address;
 - q) Any other information related to the **Client** which enables the identification/evaluation of the **Client** and/or grouping with other clients according to his/her physical, physiological, psychological, economic, cultural or social features and/or the transactional activities determined under the above Paragraphs;
- 24.4. If the **Client** provides the **Bank** with information concerning **Third Parties (Additional Cardholder, guarantor, family members, employer, etc.)** in order to receive **Banking Services**, including without any limitation **Personal Data** or solvency information, information on the **Client's** assets etc. and the **Bank** processes such information, including **Personal Data**, in order to provide Banking Services or for marketing purposes, the **Client** shall ensure to obtain the consents of respective persons authorising the **Bank** to process **Personal Data**. The submission of such information to the **Bank** (or its authorised representative) by the **Client** shall be considered as approved by such person and the **Bank** will not be liable to additionally obtain any such consent. The **Client** shall be liable for any damage/loss the **Bank** may suffer as a result of nonfulfillment and/or improper fulfilment of the obligation prescribed under the present Paragraph. The **Client** shall compensate and hold the **Bank** harmless from all losses (including without any limitation any consequential loss), claims, expenses (including without any limitation the expenses incurred by the **Bank** as a result of protecting its rights), judicial proceedings and any other liabilities which may arise as a result of nonfulfillment of such obligation.
- 24.5. **Data processing** by the **Bank** in the electronic channels (including without any limitation web-browser, the **Bank's** web-site, **Internet Banking, Mobile Bank, the Bank's** mobile applications, LB PAY devices, ATMs and/or other technical means and channels for data transfer and receipt) shall also include recording the **Client's** activities (for example, identification of the **Client's** location while using electronic channel, description and analyse of the **Data** indicated in the search engine, record and analyse of the frequency of Product choice and/or any other statistics) and use of other information (such as the contact information of the **Client** and/or the **Third Parties**) indicated by the **Client**.
- 24.6. In order to provide **Banking Services** and to optimize services, the **Bank** is authorized to make limited information available to the **Client** in case while using LB Pay Device and/or other remote service channel(s), identification of the **Client** is carried out by his/her personal number and/or any other method defined by the **Bank**. This information may include: information about **Client's Banking Product(s)**; current monthly debt of the loan(s) (if any), without displaying total debt;

information about **Client's** accounts/**Banking Cards**; limited information about details of the **Account/Cards**;

24.7. The **Bank** shall not be liable for obtaining information about the **Client** by the third parties through LB Pay device(s)/ATM(s) and/or other remote channel(s), by entering information required for **Client** identification (personal number and/or date of birth) on LB Pay Device/ATM.

24.8. **Legal basis for data processing.** The **Client** acknowledges and agrees that both during the use of the Banking Services and after expiration of contractual relations, **Bank** processes **Personal Data** of the **Client** or/and of the **Third Parties** indicated by **Client** under at least one of the following basis:

24.8.1. Upon **Client's** consent to the processing of his/ her **Personal Data** for one or more specific purposes;

24.8.2. To review the **Client's Application** and/or provide Banking Services;

24.8.3. To protect the **Bank's** and/or Third Parties' interests;

24.8.4. To fulfil obligations prescribed under the applicable Law;

24.8.5. To perform tasks carried out in the public interest, including for the purposes of crime prevention, public safety and law enforcement;

24.8.6. In other cases prescribed under the applicable Law.

24.9. If the **Client's** consent is mandatory for data processing under the applicable Law, the **Client's Application** submitted via any electronic and/or non-electronic means, under which the **Client** approves the present **Terms and Conditions** shall be considered such consent.

24.10. **The Purpose of Data Processing.** The **Bank** and/or the **Third Parties** determined under the present **Terms and Conditions** may perform **Data Processing** for various purposes, including without any limitation the following:

24.10.1. To provide Banking Services in full and complete manner;

24.10.2. To identify/verify **Client** in the proper manner;

24.10.3. To check the **Client's** creditworthiness;

24.10.4. To reflect **Client** in credit bureau's or other similar credit rating company's database, and in order to calculate credit score which is associated with the information on unpaid credit(s) and statuses of other overdue / outstanding financial obligations, and also with collection, processing and dissemination of the information on current and paid credits/liabilities of the Individuals and legal entities..

24.10.5. To enable the use of eMoney wallet that comprises a joint service provided by the **Bank** and eMoney. eMoney wallet gives the **Client** the possibility to hold eMoney Electronic Wallet in preferable currency(ies) available at certain given moment and make payments and receive funds as well as carry out other Operations allowed under the applicable Law and/or the relevant terms and conditions, including without any limitation, use his/her eMoney account (and/or mobile phone number, e-mail address and password) for authorisation on such web-sites that allow eMoney authorisation.

24.10.6. To provide information to audit companies, prospective assignors and assignees, regulator, controlling body or regulatory authority in cases determined under the applicable Law.

24.10.7. To improve and develop Banking Services which implies analysing the information related to the **Client** including analysis of his/her credit history, statistical Data analysis, etc.

24.10.8. To prepare and demonstrate various reports, researches and/or presentations;

24.10.9. To ensure security, discover and/or prevent fraud, money laundering and other criminal offences;

24.10.10. To offer increase in credit amount and/or other change in credit agreement terms and conditions (including without any limitation the maturity date and interest rate) to the **Client**, that requires checking the **Client's** credit history;

24.10.11. To offer new and/or additional credit or non-credit **Products** to the **Client**, that requires checking his/her credit history;

24.10.12. For marketing purposes, that implies offer of various **Products/Services** both by the **Bank** and **Third Parties** determined under the present **Terms and Conditions**, until otherwise instructed by the **Client**;

24.10.13. For other legal purposes or/and in order to fulfil obligations prescribed under the applicable Law.

24.11. **Transfer of information to the Third Parties determined under the present Terms and Conditions/request of information from the Third Parties.** In order to provide full and complete Banking Services to the **Client**, **Bank** is authorized to transfer **Personal Data** (according to specific needs) to **Third Parties** determined under the present **Terms and Conditions** and/or requested Data from such **Third Parties**;

24.12. In order to receive Banking Services and to the extent, necessary to achieve such a goal, the **Client** authorises the **Bank** and gives his/her consent to do the following without the **Client's** additional prior or further approval:

24.12.1. To carry out banking services and to the extent necessary for this purpose, receive the **Client's Personal Data** from the electronic database of the Legal entity of Public Law– Public Service Development Agency;

24.12.2. Process the information/Data stored in the **Bank** and/or information/Data stored in credit bureaus (hereinafter –Bureau), for the purposes of creditworthiness analysis of the **Client** pursuant to the Georgian legislation. The **Client** is aware that the **Bank** within its authorities envisaged by the legislation and granted under the **Agreement** collects/processes all the credit/non-credit and other relevant information about the **Client** related to the transfer to and receiving of the information from the Bureau in accordance with the legislation. This information is processed for the purposes of creditworthiness analysis of the **Client** and will be available for Bureau's consumers (credit organizations and persons receiving/submitted information). Also **Client** is aware of the rights envisaged by the legislation of Georgia that upon request of the **Client** (including the Data Subject), the Data Processor shall be obliged to correct, update, add, block, erase, or destroy Data if the Data is incomplete, inaccurate, not updated, or was illegally collected and processed.

24.12.3. The information submitted to and/or requested from Bureau is envisaged by the legislation and without any limitation, may include: identification Data of the **Client**, Data of Agreement and credit, information about volume and term of current, fulfilled/non-fulfilled liabilities, security Data, information about guarantee, other information envisaged by legislation and/or by the **Agreement** between the **Bank** and Bureau.

24.12.4. In accordance with the applicable Law, transfer to and/or receive from **Third Parties** (including without any limitation affiliated parties, controlling/regulatory bodies, audit companies, prospective assignors, etc.) the information (including without any limitation **Personal Data**, credit/debit available on **Bank** accounts, information on Transactions etc.) related to the **Client** and/or the persons (any Additional Cardholder, guarantor etc.) indicated by the **Client** for multiple times.

24.13. **Direct Marketing.** The **Client** authorises the **Bank** to send short text messages, sound notifications and/or advertising notices (direct marketing) of any other nature to mobile phone number, e-mail address or other contact Data provided by the **Client** to the **Bank** until the moment the **Bank** receives any opposite instruction from the **Client** in accordance with the electronic/written form agreed between the **Parties** and/or prescribed under the applicable Law.

24.14. The **Client** authorises the **Bank**, to transfer and/or disclose the **Client's Personal Data** or any other confidential information to affiliated parties in order to make different marketing offers. Furthermore, the **Client** may at any time require the **Bank** or/and affiliated parties or **Third Parties** authorised by the **Bank** to terminate direct marketing in accordance with the electronic/written form agreed between the **Parties** and/or prescribed under the applicable Law.

24.15. For the avoidance of any doubts, if such advertising/informational notifications are generated at the **Bank's** place of business (such as advertising banners, leaflets, verbal offers etc.) and/or the **Bank's** (related to the **Bank**) electronic channels (including ATMs, **Internet Banking**, **Mobile Bank** etc.) such notifications shall not be considered as direct marketing and the **Client** may not request the **Bank** to terminate sending/generating such notifications.

24.16. The **Client** is aware that upon a request to stop offers as a part of direct marketing, only communications related to advertising shall be terminated. **Bank** will further contact the **Client** using the contact Data stored in **Bank**, in respect to the obligations arising within relationship between **Bank** and **Client** (including, for the purposes to inform the **Client** about credit overdue and any other type of debt, as prescribed by applicable law) and to ensure reacting to **Client's** applications or requests.

24.17. **Surveillance and Video Recording.** For security, property and confidentiality protection, as well as the Service quality control, in accordance with the requirements determined under the law on "personal data protection", the **Bank** monitors the outer space of the **Bank's** premises, as well as entrances and working areas via the surveillance and video recording systems. Video surveillance is also applied through ATMs or other electronic devices and audio recording is applied in case of telephone communications or/and when providing remote services.

24.18. The **Client** shall be informed about ongoing video surveillance and audio recording at the **Bank's** place of business. The **Client** acknowledges the necessity of video surveillance and audio recording and therefore, gives his/her consent with respect to data processing.

24.19. **Copyright.** The **Client** agrees that the information (printed, audio and video) provided by the **Client** through the **Bank's** web-site, **Internet Banking, Mobile Bank**, mobile applications and other electronic channels, unless such information belongs to the **Client's Personal Data**, shall be considered the **Bank's** property and the **Bank** shall obtain full copyright on information as of the moment the **Client** has provided such information.

24.20. **Data renewal, Terms of processing and storage.** The **Parties** shall not disclose or transfer to the Third Parties the confidential information both during the term of the **Agreement** and after the expiration of contractual relations.

24.21. The **Bank** shall continue **Data processing** (including the transfer or receipt of information to/from the legal entity of public law - Public Service Development Agency, credit bureau and other **Third Parties** prescribed under the present **Terms and Conditions**) in accordance with the purposes determined under Part III both during the term of the **Agreement** and after expiration thereof, in accordance with the **Bank's** goals and interests at the **Bank's** sole discretion, regulatory requirements and/or applicable Laws.

24.22. **Data processing** of information submitted by the **Client** through electronic channels (web-browser, the **Bank's** web-site, **Internet Banking, Mobile Bank**, mobile applications and/or other technical means of data transfer), shall not be terminated upon deletion of such information in electronic channels by the **Client**. Such information shall be maintained by the **Bank** in accordance with the **Bank's** goals and interests, regulatory requirements and/or applicable Laws.

24.23. If the **Client** requests so, the **Bank** shall provide the information related to the **Client's Personal Data** in accordance with the volume determined under the applicable Law. The **Bank** may apply service fee for submission of such information unless free submission of information is determined under the applicable Law.

24.24. If the **Client** considers that the information stored at the **Bank** is not accurate or full, he/she shall promptly inform the **Bank** in a written form.

24.25. Unless the applicable Law provides otherwise, the **Client** may not request the **Bank** to erase the **Client's Personal Data** accumulated at the **Bank**.

25. Communication

25.1. The **Bank** may communicate with the **Client** either in a written or verbal form and the **Client** may use only written form of communication;

25.2. Written communication shall be delivered to a **Party** at the contact data specified in the **Agreement** or in other agreements available to the **Bank** in person or sent by a courier (including the registered post and/or court courier), via electronic mail, short text message, **Internet Banking, Mobile Bank** and/or other means of communication subsequently determined by the **Bank** considering that:

25.2.1. A notification sent by the **Client** to the **Bank** in person and/or sent by a courier shall be deemed delivered on the day of registration of the notification with the **Bank's** chancellery and in case of sending a notification via electronic mail address, on the day of sending an electronic response by the **Bank** to the **Client** confirming the receipt of the notification;

25.2.2. A notification sent by the **Bank** to the **Client** by a courier (including the registered post and/or court courier) shall be deemed delivered on the day of delivery to the **Client** and if such delivery may not be confirmed, on the following calendar day of the delivery of notification to any person at the **Client's** address;

25.2.3. A notification sent by the **Bank** to the **Client** via electronic mail shall be deemed delivered on the day of receipt of a confirmation from the **Client's** electronic mail server (notification about the addressee's registration in the electronic mail) and if such delivery is not confirmed, on the following calendar day;

25.2.4. The notice sent by the **Bank** to the **Client** by means of a short text message, **Internet Banking, Mobile Bank** and/or other means of communication subsequently defined by the **Bank**, shall be considered delivered on the day of sending the notice and in case of uploading the information on the **Bank's** web-site - on the day the information was uploaded;

25.3. If the **Client** fails to notify the **Bank** in advance about any changes in contact data provided under the **Agreement** (including any detail in the **Agreement**) and/or directly or through a contact person, refuses to accept the notification sent under the **Agreement**, or the notification might not be delivered because of the **Client's** absence at his/her address two consecutive times, any such notification sent by the **Bank** shall be deemed duly delivered on the following calendar day of sending the notification;

25.4. If the **Agreement** does not specify the **Client's** contact details(s) or the message fails to be transmitted to the addressee after a second successive attempt, the **Bank** shall be entitled to inform the **Client** by means of publication (either in print, online or otherwise). This action shall not be considered a breach of **Personal Data** and this **Agreement** shall be construed as the **Client's** consent to the processing of its personal data for the purposes and to the extent defined by the present clause.

25.5. The communication between the **Parties** shall be made in Georgian. Furthermore, the **Bank** may use any other language acceptable for the **Client**;

25.6. The **Bank** may communicate with the **Client** for various purposes. Therefore, the communication intended for the **Client** (both written and verbal) may, including without any limitation, be of the following nature a) informational/transactional (e.g. information on Transactions carried out on the **Client's** account, submission of the **Access Codes** to the **Client**, reminder of the payment schedule and etc.), b) Contractual (e.g. warning on outstanding liabilities, request to fulfil undertaken obligations and etc.), c) marketing (e.g. new credit or Product offer and etc.) and/or may contain information determined under the applicable Law.

25.7. The **Bank** may use any contact information submitted by the **Client** or a Third Party for communication purposes. The **Bank** may use contact information concerning the **Client** collected as a result of certain contractual relations (notwithstanding whether the agreement is still effective or expired) with the **Client** for any other type of contractual relations.

25.8. The **Client** shall be liable for any adverse effects caused as a result of breach of confidentiality during the use of contact information. If the **Client** wants the **Bank** to refrain from using certain contact information, he/she shall file such request to the **Bank** in a written form.

26. General Provisions

26.1. The **Client** hereby irrevocably consents that the **Bank** may assign, transfer or sell its rights, benefits and/or obligations under the **Agreement** to any third party, without any notification to the **Client**.

26.2. If the **Bank** assigns, transfers or sells its rights, benefits and/or obligations under the **Agreement**, the **Client** and any **Additional Cardholder** agree that the **Bank** may give information about the **Client** and any **Additional Cardholder** and their accounts to any third party to which the rights, benefits and obligations were assigned, transferred and/or sold.

26.3. The Contractor may not fully or partially assign the rights and obligations under the **Agreement** to **Third Person(s)** without a prior written consent of the **Bank**. In addition the **Bank** without prejudice to the provision above may at its own discretion receive the fulfillment of obligations from **Third Persons**.

26.4. If any clause of the **Agreement** or part thereof becomes void, null or terminated, such clause or part thereof shall be deemed modified or deleted so as to be consistent with the new circumstances and the Law. Notwithstanding the change, the **Parties** shall use their best efforts to meet the intentions of such clause.

26.5. Chapters in these **Terms and Conditions** are named for convenience purposes only and shall not affect the definitions and interpretation of the provisions of the **Agreement**.

26.6. The **Bank** shall not be held responsible for any delays or non-delivery of the notifications, if such notification was sent to the **Client** at the address or contact details maintained by the **Bank** in its records.

26.7. **Client** shall provide the **Bank** with any additional information and relevant documents (confirming such information) required by the **Bank**.

26.8. Unless otherwise provided in these **Terms and Conditions**, all communications are to be conducted in a written form.

26.9. If the **Bank** fails to exercise any of its rights under the **Agreement**, this will not be a waiver of the **Bank's** rights and will not prevent the **Bank** from exercising such right later.

26.10. All **appendices** attached to these **Terms and Conditions** shall constitute an integral part thereof.

26.11. This **Agreement** prevails over all other agreements between the **Parties** on the same and similar Services described herein.

26.12. This **Agreement** shall bind and endure to the benefit of the respective successors and assignees of the **Parties**.

26.13. These **Terms and Conditions** were prepared in English language.

JSC Liberty Bank is a duly licenced financial institution and provides Banking Services in accordance with the license #0110247 issued by the National Bank of Georgia on 31 March, 2010;

The head office of JSC Liberty Bank is located at 74 I. Chavchavadze Avenue, 0162 Tbilisi, Georgia. Detailed information on the terms and conditions of the Bank's Services as well as partner organisations is available on the Bank's web-site – <https://libertybank.ge>;

JSC Liberty Bank is under the supervision of the National Bank of Georgia. Detailed information on the National Bank of Georgia is available on the web-site - <http://nbg.gov.ge>;

The National Bank of Georgia shall in no case be liable for improper performance of obligations by JSC Liberty Bank.

Appendix #1 – Private Banking Tariff Packages¹

Products / Services	Private Banking Services GEL 25.00 per month	Service Package Name B Free	Exclusive
Remote Services:			
Internet Banking	Free		
Mobile Banking	Free		
SMS Banking	Free		
Direct Debit	Free (Unlimited)		
Standing Order	Free (Unlimited)		
Loyalty Program (Cashback and Discounts)	✓	✓	✓
Interest Accrual:			
Interest Accrual On Universal Account Balances In The Following Currencies:	GEL - 5.00% USD - 1.00% EUR - 0.20%	GEL - 5.00% USD - 1.00% EUR - 0.20%	GEL - 5.00% USD - 1.00% EUR - 0.20%
Term Deposits and Certificate of Deposits	Published Rates +0.15%	Published Rates +0.15%	Published Rates +0.15%
Savings Account	Published Rates +0.15% in GEL, USD, EUR and GBP	Published Rates +0.15% in GEL, USD, EUR and GBP	Published Rates +0.15% in GEL, USD, EUR and GBP
Accounts and Cards:			
Universal Account Opening Fee	Free		
Universal Account Service Fee	Free		
Universal Account Currencies	GEL /USD/EUR/GBP		
Number of Universal Accounts	Unlimited	Unlimited	Unlimited
Currency Priority / Spending Scheme Amendment	Free		
Savings Account Opening Fee	Free		
Savings Account Service Fee	Free		
Savings Account Currencies	GEL/USD/EUR/GBP		
Number of Savings Account	Unlimited	Unlimited	Unlimited
Special Currency Account Opening Fee	Free		
Special Currency Account Service Fee	Free		

¹ For the Clients, who have not purchased the Tariff Package(s) as set forth in the present Terms and Conditions, 01 January 2019 edition of the Private Banking And Wealth Management Terms And Conditions (including tariffs, except for Withdrawal and Spending Limits, terms and conditions related to depositing funds to an Account via using an ATM, processing of Client's personal data, verified number, Visa Concierge Service and Digital Card) shall apply prior to purchasing such Tariff Package(s). The Withdrawal and Spending Limits, terms and conditions related to depositing funds to an Account via using an ATM, processing of Client's personal data, verified number, VISA Concierge Service and Digital Card as defined by this Terms and Conditions shall apply to the Clients who have not yet acquired a tariff package, and for whom 01 January 2019 edition of the Terms and Conditions are applicable. Furthermore, the Tariff Package(s) offered by the Bank to the Client may not include some of the products and/or services at the Bank's sole discretion.

Special Currency Accounts	<ul style="list-style-type: none"> • Russian Ruble (RUB) • Swiss Franc (CHF) • Turkish Lira (TRY) • Japanese Yen (JPY) • Azerbaijan Manat (AZN) • Armenian Dram (AMD) • U.A.E.Dirham (AED) • Australian Dollar (AUD) • Canadian Dollar (CAD) 		
Number of Special Currency Accounts	Unlimited	Unlimited	Unlimited
Primary/Additional Card(s) :			
Debit Cards	<ul style="list-style-type: none"> • Visa Infinite* • Visa Platinum • Visa Gold / MasterCard Gold • Visa Classic /MasterCard Standard 	<ul style="list-style-type: none"> • Visa Infinite* • Visa Platinum • Visa Gold / MasterCard Gold • Visa Classic /MasterCard Standard 	<ul style="list-style-type: none"> • Visa Infinite* • Visa Platinum • Visa Gold / MasterCard Gold • Visa Classic /MasterCard Standard
Primary Card	Free		
Additional Card(s)	Free		
Lost / Damaged Card(s) Replacement	Free		
Card Validity Term	4 years		
Required Minimum Balance	N/A		
POS Purchases	Free		
Block The Card in Local Stop-list	Free		
Block The Card in International Stop-list	GEL 80.00 for each region, per week		
PIN Change via ATM	Free		
Check Balance at Liberty Bank's ATMs	Free		
Check Balance at Partner Banks' ATMs	Free		
Check Balance at Other Banks' ATMs	Free		
Urgent Card Issuance	Free		
<i>*Visa Infinite should be the primary card</i>			
Cash Deposit / Withdrawals			
Cash Deposit on Universal Account	Free		
ATM cash deposit currency	GEL/USD		
Cash Withdrawal From Universal Account	Deposited in Cash - Free; Otherwise: • GEL - 0.10% • USD/EUR/GBP - 0.20%	Deposited in Cash - Free; Otherwise: • GEL - 0.10% • USD/EUR/GBP - 0.20%	Free
Cash Deposit on Savings Account	Free		
Cash Withdrawal From Savings Account	Deposited in Cash - Free; Otherwise: • GEL - 0.10% • USD/EUR/GBP - 0.20%	Deposited in Cash - Free; Otherwise: • GEL - 0.10% • USD/EUR/GBP - 0.20%	Free

Cash Deposit on Special Currency Accounts	<ul style="list-style-type: none"> • Russian Ruble (RUB) - 2.00% • Swiss Franc (CHF) - 2.50% • Turkish Lira (TRY) - 2.50% • Japanese Yen (JPY) - 2.50% • Azerbaijan Manat (AZN) - 2.50% • Armenian Dram (AMD) - 2.50% • U.A.E Dirham (AED) - 4.50% • Australian Dollar (AUD) - 4.50% • Canadian Dollar (CAD) - 4.50% 	<ul style="list-style-type: none"> • Russian Ruble (RUB) - 2.00% • Swiss Franc (CHF) - 2.50% • Turkish Lira (TRY) - 2.50% • Japanese Yen (JPY) - 2.50% • Azerbaijan Manat (AZN) - 2.50% • Armenian Dram (AMD) - 2.50% • U.A.E Dirham (AED) - 4.50% • Australian Dollar (AUD) - 4.50% • Canadian Dollar (CAD) - 4.50% 	<ul style="list-style-type: none"> • Russian Ruble (RUB) - 2.00% • Swiss Franc (CHF) - 2.50% • Turkish Lira (TRY) - 2.50% • Japanese Yen (JPY) - 2.50% • Azerbaijan Manat (AZN) - 2.50% • Armenian Dram (AMD) - 2.50% • U.A.E Dirham (AED) - 4.50% • Australian Dollar (AUD) - 4.50% • Canadian Dollar (CAD) - 4.50%
Cash Withdrawal From Special Currency Accounts	<ul style="list-style-type: none"> • Russian Ruble (RUB) - Free • Swiss Franc (CHF) - 2.50% • Turkish Lira (TRY) - 2.50% • Japanese Yen (JPY) - 2.50% • Azerbaijan Manat (AZN) - 2.50% • Armenian Dram (AMD) - 2.50% • U.A.E Dirham (AED) - 2.50% • Australian Dollar (AUD) - 4.50% • Canadian Dollar (CAD) - 4.50% 	<ul style="list-style-type: none"> • Russian Ruble (RUB) - Free • Swiss Franc (CHF) - 2.50% • Turkish Lira (TRY) - 2.50% • Japanese Yen (JPY) - 2.50% • Azerbaijan Manat (AZN) - 2.50% • Armenian Dram (AMD) - 2.50% • U.A.E Dirham (AED) - 2.50% • Australian Dollar (AUD) - 4.50% • Canadian Dollar (CAD) - 4.50% 	<ul style="list-style-type: none"> • Russian Ruble (RUB) - Free • Swiss Franc (CHF) - 2.50% • Turkish Lira (TRY) - 2.50% • Japanese Yen (JPY) - 2.50% • Azerbaijan Manat (AZN) - 2.50% • Armenian Dram (AMD) - 2.50% • U.A.E Dirham (AED) - 2.50% • Australian Dollar (AUD) - 4.50% • Canadian Dollar (CAD) - 4.50%
Cash Withdrawal From Liberty Bank's ATMs	Free		
Cash Withdrawal From Partner Banks' ATMs in Georgia*	Free		
Cash Withdrawal From Partner Banks' Branches*	1.50%, min. GEL6.00	1.50%, min. GEL6.00	Free
Cash Withdrawal From Other Banks' Branches	1.50%, min. GEL6.00	1.50%, min. GEL6.00	1.00%, min. GEL2.00
Cash Withdrawal From Other Banks' ATMs in Georgia	1.00%, min. GEL2.00	1.00%, min. GEL2.00	Free
Cash Withdrawal From Other Banks' ATMs Outside Georgia	1.50%, min. GEL6.00	1.50%, min. GEL6.00	Free
*The list of partner banks you can find on www.libertybank.ge			
Money Transfers and Currency Conversion			
Money Transfer Between Own Accounts and Inside Liberty Bank In Any Currency	Free		
Money Transfer Outside Liberty Bank in GEL	GEL 0.50	GEL 0.50	GEL 0.50
Money Transfer Outside Liberty Bank in USD	<ul style="list-style-type: none"> • USD15.00 • Guaranteed Transfer - Transfer Fee + USD 20.00 	<ul style="list-style-type: none"> • USD15.00 • Guaranteed Transfer - Transfer Fee + USD 20.00 	<ul style="list-style-type: none"> • USD 10.00 • Guaranteed Transfer - Transfer Fee + USD 20.00
Money Transfer Outside Liberty Bank in EUR	<ul style="list-style-type: none"> • EUR15.00 • Guaranteed Transfer - Transfer Fee + EUR 20.00 	<ul style="list-style-type: none"> • EUR15.00 • Guaranteed Transfer - Transfer Fee + EUR 20.00 	<ul style="list-style-type: none"> • EUR 10.00 • Guaranteed Transfer - Transfer Fee + EUR 20.00
Money Transfer Outside Liberty Bank in GBP	GBP15.00	GBP15.00	GBP 10.00

Money Transfer Outside Liberty Bank In The Following Currencies:			
Russian Ruble(RUB)	RUB 1,200.00	RUB 1,200.00	RUB 1,200.00
Swiss Franc (CHF)	CHF 30.00	CHF 30.00	CHF 30.00
Turkish Lira (TRY)	TRY 100.00	TRY 100.00	TRY 100.00
Japanese Yen (JPY)	JPY 2,500.00	JPY 2,500.00	JPY 2,500.00
Azerbaijan Manat (AZN)	AZN 40.00	AZN 40.00	AZN 40.00
Armenian Dram (AMD)	AMD 10,000.00	AMD 10,000.00	AMD 10,000.00
U.A.E. Dirham (AED)	AED 75.00	AED 75.00	AED 75.00
Australian Dollar (AUD)	AUD 30.00	AUD 30.00	AUD 30.00
Canadian Dollar (CAD)	CAD 30.00	CAD 30.00	CAD 30.00
Amendment/Investigation of Transaction	USD or RUR - USD 55, Other Currencies - EUR 55		
Currency Conversion	At Bank's Commercial Rate		
VISA Direct or MasterCard MoneySend Transfer Fees			
To Liberty Bank's Cards			
- Fee	0.50% min. GEL 1.00		
- Daily Transfer Limit	GEL 5,000		
To Other Banks' Cards			
- Fee	1.50% min. GEL 5.00		
- Daily Transfer Limit	GEL 5,000		
Withdrawal and Spending Limits (Equivalent in GEL):			
Liberty Bank Branches	Unlimited		
24hr ATM Withdrawal Limit	<ul style="list-style-type: none"> • Visa Classic /MasterCard Standard - GEL 5,000 • Visa Gold / MasterCard Gold - GEL10,000 • Visa Platinum - GEL15,000 • Visa Infinite - GEL20,000 		
Weekly ATM Withdrawal Limit	<ul style="list-style-type: none"> • Visa Classic /MasterCard Standard - GEL25,000 • Visa Gold / MasterCard Gold - GEL50,000 • Visa Platinum - GEL75,000 • Visa Infinite - GEL100,000 		
24hr Limit at Merchants	<ul style="list-style-type: none"> • Visa Classic / MasterCard Standard - GEL10,000 • Visa Gold / MasterCard Gold - GEL30,000 • Visa Platinum - GEL50,000 • Visa Infinite - GEL100,000 		
24hr Withdrawal Limits at Other Banks' Branches	<ul style="list-style-type: none"> • Visa Classic /MasterCard Standard - GEL15,000 • Visa Gold / MasterCard Gold - GEL30,000 • Visa Platinum - GEL45,000 • Visa Infinite - GEL50,000 		

Daily limit for depositing amount by using ATM	30 000 GEL (Equivalent in USD)
The amount of banknotes allowed in the ATM cash receiver	300 banknotes

Appendix #2 – Collection/transfer of information from/to Third Parties

1.	<p>The Bank shall keep the information related to the Client, including Personal Data, strictly confidential. Notwithstanding the abovementioned, the Bank may disclose/collect the information related to you to/from the below determined third parties (hereinafter the Third Parties) if a) such disclosure/collection is necessary for proper performance of obligations; b) the applicable Law requires so and/or; c) the Bank considers it reasonable in accordance with its legitimate commercial goals:</p>	<p>Information shall be transferred/collected in order to:</p>
	<ul style="list-style-type: none"> • The Bank's partner companies with which the Bank commercially cooperates, including without any limitation: <ul style="list-style-type: none"> - JSC "eMoney Georgia" (identification code: 202376026); - "eMoney" LLC (identification code: 204557540); - JSC "eCapital" (identification code: 404981338); - "Money Movers" LLC (identification code: 200274318); - INFOCUS LCC (identification code: 36563986); 	<ul style="list-style-type: none"> • Provide proper Banking Services; • Offer the Clients the Bank's and/or the Third Parties' marketing proposals; • Comply with the applicable Law; • Achieve other commercial goals reconcilable with the requirements of the law on personal data protection.
	<ul style="list-style-type: none"> • Supervisory, controlling and/or registering bodies, state and/or local agencies, as well as the legal entities founded by such agencies, including without any limitations: <ul style="list-style-type: none"> - The National Bank of Georgia; - LEPL Financial Monitoring Service of Georgia; - LEPL Public Registry Agency; - LEPL Public Service Development Agency; - LEPL Revenue Service and other tax agencies; - LEPL Social Service Agency; - LEPL Service Agency of the Ministry of Internal Affairs of Georgia. 	<ul style="list-style-type: none"> • Provide proper Banking Services; • Comply with the requirements of the applicable Law (such as the Client's identification); • Achieve other commercial goals reconcilable with the requirements of the law on personal data protection.
	<ul style="list-style-type: none"> • Credit bureaus and/or collection bodies, including without any limitation: <ul style="list-style-type: none"> - JSC "Creditinfo Georgia" (identification code: 204470740) and/or other organisations acting within the same business field; - "Problem asset management agency" LLC (identification code: 402008554), "Capital" LLC (identification code: 405094491) other problem asset management and soft/hard collection agencies which provide collection services and/or purchase the right to claim. 	<ul style="list-style-type: none"> • Provide proper Banking Services; • Comply with the requirements of the applicable Law; • Achieve other commercial goals reconcilable with the requirements of the law on personal data protection.
	<ul style="list-style-type: none"> • International and local payment service providers, including without any limitations: <ul style="list-style-type: none"> - VISA Inc. - international payment system provider; - MASTERCARD Incorporated – international payment system provider; - UnionPay – international payment system provider; - H2H (direct hosting, when the settlement and the information sharing between the payment providers are made without participation of international payment systems) processing companies and/or commercial banks (such as UFC, JSC "TBC Bank" and other commercial banks engaged in UFC, JSC "Procredit Bank", JSC "Cartubank" and etc.); - Payment service providers (except commercial banks, such as JSC "Nova Technology", "TBC Pay" LLC, "Money Movers" LLC and etc.) and/or their contractors (such contractors use the service of payment providers and the service is provided with the participation of a commercial bank, such as JSC "Telasi", "Georgian and Water Power" LLC and etc.); - International and local money remittances service providers (including without any limitation, the Western Union Company, MoneyGram International Inc., Zolotaya Korona and other providers listed on the Bank's web-site - http://libertybank.ge - http://bit.ly/1ngyz2J). 	<ul style="list-style-type: none"> • Provide proper Banking Services (including the fulfilment of payment Operations); • Comply with the requirements of the applicable Law (such as the Client's identification); • Achieve other commercial goals reconcilable with the requirements of the law on personal data protection.
	<ul style="list-style-type: none"> • The Bank's Contractors and/or corporate clients, which use the Bank's payment service to receive the payments made by their own customers(subscribers), including without any limitation: <ul style="list-style-type: none"> - JSC "Telasi"; - "Georgian Water and Power" LLC; - "Kaztransgas Tbilisi" LLC and other persons listed on the payment web-site (http://pay.ge) operated by the Bank. 	<ul style="list-style-type: none"> • Provide proper Banking Services (including the fulfilment of payment Operations); • Offer the Clients the Bank's and/or the Third Parties marketing proposals; • Comply with the requirements of the applicable Law such as the Client's identification); • Achieve other commercial goals reconcilable with the requirements of the law on personal data protection.
2.	<p>If the Bank transfers the information to Third Parties including the residents of foreign countries, the Bank shall take all reasonable precautionary measures reconcilable with the requirements determined under the law on personal data protection. Moreover, each Data recipient will be subject to obligation to take reasonable technical and organizational measures to ensure Data safety and its protection against unauthorized or unlawful processing, accidental loss, destruction and damage.</p>	
3.	<p>The Client acknowledges and agrees that the list in the present appendix and on the web-sites (https://libertybank.ge; https://pay.ge) operated by the Bank is not exhaustive and the number of relevant Third Parties may increase or decrease from time to time. Notwithstanding the abovementioned, the activities performed by the Bank with respect to data protection, shall be reconcilable with the requirements determined under the law on personal data protection.</p>	

Appendix #3 – The Terms of receipt and fulfilment of payment request

- The schedule below determines the time periods when the Bank may receive the payment request both by presenting before the Bank and by submitting through Remote Banking Service Channels. The schedule also determines the maximum term for the Bank to fulfil the request.
- For the purposes of the present Appendix, the week days from Monday through Friday except the day offs determined under the applicable Law, shall be considered as Banking Days.
- The payment request submitted to the Bank on non-Banking Days and/or during the period not falling within the time range determined under the schedule below, shall be considered as received by the Bank on the following Banking Day.

Submission of a payment request to the Bank	Working hours, when the Bank's Service points and/or Remote Banking Service Channels operate and are accessible for the Clients	Period of time when a payment request submitted to the Bank, shall be considered received by the Bank	Maximum term for the Bank as of the receipt of a payment request up to its fulfilment within the territory of Georgia
Submission of a payment request by the Client by appearing before the Bank's Service points (including without any limitation a branch, service-centre, except such Service points where the Bank provides 24 hour Service)	<ul style="list-style-type: none"> • From Monday through Friday – from 09:30 AM through 17:30 PM; • On Saturdays from 09:30 AM through 14:30 PM. <p>The Bank may determine different working days and working hours for different Service points. The Client shall be informed respectively through the way of public announcement.</p>	<ul style="list-style-type: none"> • From Monday through Friday – from 09:30 AM through 17:30 PM; <p>The Bank may determine different working hours for different Service points. The Client shall be informed respectively through the way of public announcement.</p>	<ul style="list-style-type: none"> • If the Bank is a payment service provider for the payer and the payment receiver, the payment request shall be fulfilled on the day of receipt of such request; • If the payer and the payment receiver have different payment service providers, the payment request shall be fulfilled no later than the following Banking Day as of the receipt of the relevant request; • If a foreign payment or notice exchange system is involved in the payment Operation, the Bank shall submit the request for further fulfilment to such systems no later than the following Banking Day as of the receipt the relevant payment request.
Submission of a payment request by the Client by appearing before the Bank's service-centre providing 24 hour Service	Every day, during 24 hours, without interruption	Every day from 09:30 AM through 17:30 PM	<ul style="list-style-type: none"> • If the Bank is a payment service provider for the payer and the payment receiver, the payment request shall be fulfilled on the day of receipt of such request; • If the payer and the payment receiver have different payment service providers, the payment request shall be fulfilled no later than the following Banking Day as of the receipt of the relevant request; • If a foreign payment or notice exchange system is involved in the payment Operation, the Bank shall submit the request for further fulfilment to such systems no later than the following Banking Day as of receipt the relevant payment request.
Submission of a payment request through one of the Remote Banking Service Channels (Internet Banking, Mobile Bank, LB PAY terminal, USSD menu, payment requests through ATMs, including VISA Direct or MasterCard MoneySend and etc.)	Every day, during 24 hours, without interruption	Every day from 09:30 AM through 17:30 PM	<ul style="list-style-type: none"> • If the Bank is a payment service provider for the payer and the payment receiver, the payment request shall be fulfilled on the day of receipt of such request; • If the payer and the payment receiver have different payment service providers, the payment request shall be fulfilled no later than the following Banking Day as of the receipt of the relevant request; • If a foreign payment or notice exchange system is involved in the payment Operation, the Bank shall submit the request for further fulfilment to such systems no later than the following Banking Day as of receipt the relevant payment request.