

By initiating transfer using Card Details the Customer agrees to Terms and Conditions hereinbelow that regulate rights and obligations of the Customer and the Bank, as well as standard operational procedure for carrying out a Transfer.

1. Terms and Definitions

- 1.1. **Customer** - individual, who is provided a card in legal ownership by the emitting bank and wishes to transfer funds, available on a banking account linked to the card, using card details.
- 1.2. **Card** - a payment card, emitted [issued] by Georgian resident commercial bank, that belongs to Visa or Mastercard international payment system and allows to transfer funds to another card of Visa or Mastercard international payment system.
- 1.3. **Available Funds** - amount allocated to the respective multicurrency card account and is available for disposal.
- 1.4. **Card Details** - details engraved on the card that shall be indicated in Order in mandatory manner. Those details include: Card Number, Card Term (mm/yy) and CVV2/CVC2 code.
- 1.5. **Bank** - VTB Bank (Georgia) JSC (RID 202906427; registered office: 14 Chanturia str., 0108, Tbilisi, Georgia; e-mail address: info@vtb.ge; Call-center number: + 995 32 2 242424; Official web-site: www.vtb.ge, where you can find address of branches and service-centers, as well as information services offered; Bank License Number: 226a; Regulatory Body: National Bank of Georgia, official web-site: www.nbg.gov.ge, besides, **“Regulatory Body shall bear no responsibility, whatsoever, for Bank’s non-performance under obligations”**.
- 1.6. **Emitting Bank** - a bank that issues [emits] and services banking cards.
- 1.7. **Recipient** - individual in favor of whom the Customer makes Transfer.
- 1.8. **Recipient’s Provider** - registered in Georgia commercial Bank whose card is held by the Recipient.
- 1.9. **Transfer** - payment transaction implying debiting Available Funds from Customer card account for purposes of crediting [transferring] them to respective card account of the Recipient.
- 1.10. **Order** – order, digitally submitted by the Customer to the Bank, requesting to carry out a Transfer.
- 1.11. **Commission Fee** - service fee that the Bank charges in exchange for completing Transfer. In order to exclude any doubt, whatsoever, present clause implies VTB Bank (Georgia) JSC service fee, not recipient’s Provider’s tariff that may be imposed by the latter in exchange for reflecting transferred amount on Recipient’s card.
- 1.12. **Authorization** - permission/ consent of Emitting Bank on Transfer completion.
- 1.13. **CVV2/CVC2 Code** - three digit authentication approval code of Visa/Mastercard. It's located on the back of the card in the signature box
- 1.14. **Agreement** – present document.

2. Subject of the Agreement

- 2.1. Present Agreement regulates Customer transferring funds in favor of Recipient using Card Details. Transfer completion on Customer's behalf shall be ensured by the Bank.
- 2.2. After information envisaged under Clause 4.1 hereinbelow is provided and confirmed it shall be deemed that the Customer submitted the Bank a Transfer Order.
- 2.3. Service rendered by the Bank shall be deemed delivered after the Bank debits Customer's card for respective sum and transfers it to Recipient's provider for purposes of crediting them to Recipient's card account.
- 2.4. Amount debited by the Bank comprises of Commission Fee and amount transferable to Recipient.

3. The Customer Declares and Confirms that:

- 3.1. A Card, details of which are being used for Transfer purposes, is under legal ownership of the Customer.
- 3.2. When making a Transfer, he/she is in a fully capable state, understands and acknowledges legal consequences of the Transfer, as well as both his/her and Bank's rights and obligations.
- 3.3. The Bank shall be entitled to save Transfer-related information submitted by the Customer for purposes of confirming legal grounds/ completion of transaction.
- 3.4. A Transfer is carried out using a device and internet connection that are protected from unauthorized/ illegal access of third parties.
- 3.5. A Transfer is legal and does not violate restrictions and limitations set forth in Georgian legislation.
- 3.6. A Transfer is not associated with Customer's entrepreneurial activities, Customer making/receiving payment for goods or services, as well as settlement of sale and purchase deal.
- 3.7. He/she bears full responsibility for validity and exhaustiveness of details/information submitted to the Bank via Order and indemnifies the Bank against any results brought by due to Customer negligence.
- 3.8. When carrying out a Transfer the Bank shall be entitled to use Customer's personal data [e.g. Customer address, phone number and so on] available/kept at the Bank as additional details.
- 3.9. Present Agreement regulates only one-time Transfer-related matters. All residual issues pertaining card use and safety shall be governed under respective agreement concluded between the Bank and the Customer.

4. Other Procedural Issues Pertaining Transfer

- 4.1. Mandatory information to-be submitted by the Customer to the Bank:
 - 4.1.1. Customer Card Number [16 digits]
 - 4.1.2. Customer Card Term
 - 4.1.3. Customer Card CVV2/CVC2 Code
 - 4.1.4. Recipient Card Number [16 digits]

- 4.2. If VTB Bank (Georgia) is Recipient's provider as well, as a general rule, the latter shall receive transferred sum in several minutes after the Order is submitted to the Bank, but no later than the same business day.
- 4.3. If a Transfer is made to another bank, as a general rule, the Recipient shall receive transferred sum in 30 minutes after the Order is submitted to the Bank, but no later than the following business day.
- 4.4. Transfer shall be made in Georgian Lari. If funds on Customer account are available in different currency, conversion shall be made using a commercial exchange rate acting/existing at the moment transaction is reflected in Bank's ABS software.
- 4.5. The Customer shall be notified on successful/unsuccessful completion of a Transfer digitally via notification displayed by the application.
- 4.6. A Transfer shall be deemed **unauthorized** if there is no Customer consent on payment completion and a Transfer shall be deemed carried out **improperly** if details of payment made do not coincide with details [information] input/ confirmed by the Customer. The Customer shall be entitled to request reimbursement for unauthorized or improperly completed transaction if no more than 40 days have passed after completion of unauthorized transfer. In case of improperly completed transaction, reimbursement eligibility term limit shall be 180 days. If Customer detects unauthorized or improperly completed Transfer, he/she shall be entitled to address any Bank branch or call a hotline: + 995 32 2 242424.
- 4.7. When carrying out a Transfer [filling and authorizing Order] the Customer shall take all reasonable measures to ensure safety of his/her activities within remote banking service channels.

5. Preconditions/ Limitations Set for Transfer and Conclusive Provisions

- 5.1. Both Customer and Recipient shall be individuals and payment designation shall be – **Private**.
- 5.2. The Bank shall be entitled to impose restrictions/ limits in regard with Transfer currency, amount, number, card types and etc.
- 5.3. About limitations the Customer shall be notified before the Bank carries out a transaction.
- 5.4. The Bank shall preserve confidentiality of information provided by the Customer via Order and do not use it for any other cause, except for the designated.
- 5.5. Present Agreement is concluded in English and shall be governed under Georgian legislation.