

## Terms and Conditions for use of Bank Cards in a Mobile Payment System

1. For purposes hereof terms herein shall be interpreted as follows:

- 1.1. **Authentication data** - Password (including biometric features of a Customer, such as a fingerprint and face), PIN-code necessary to get authorization in an App and set up in compliance with terms and conditions set forth by the service provider, as well as other data used to get an access to the system. Authentication data shall be deemed as legal equivalent to Customer signature.
- 1.2. **Contactless payment** - Payment carried out using a contactless reading device and a digital card.
- 1.3. **In-app purchase** - Purchase made using a mobile app from sellers who offer their products and services via system, either in their apps or on their web-sites.
- 1.4. **Fingerprint authorization** - Fingerprint reading functionality used for approving various actions within a system, including payment transactions. Mentioned feature can be activated, changed or deactivated using the access code.
- 1.5. **Mobile application** - Software that allows customer to make contactless payments and in-app purchases.
- 1.6. **Mobile Network Operator (MNO)** - Customer's service provider who ensures Customer's supported device' connection to cellular network.
- 1.7. **Payment services** - Services rendered by a service provider, stipulated in respective terms and conditions, that envisage paying for various goods and services via digital cards.
- 1.8. **Supported device/ device** - Electronic device that is compatible to service provider's systems and that has mobile application installed.
- 1.9. **Service provider** - Company that has developed the mobile application and with whom the Customer concluded Agreement on payment service.
- 1.10. **System** - A complex of software comprising of the mobile application that allows Customer to use payment services. Exclusive title on system is owned by the service provider.
- 1.11. **Service provider terms and conditions** - License agreement concluded between the Customer and service provider, as well as other applicable terms and conditions.
- 1.12. **Digital card** - Payment card, digital copy of which was registered by the Customer in the system.

2. General Provisions

- 2.1. Terms and conditions regulating use of Bank's digital cards in the system are set forth herein.
- 2.2. If there are any discrepancies between present Terms and Conditions and Banking Account Maintenance Agreement (available on Bank's official web-site (<https://vtb.ge/ge/individuals/agreements>)) concluded between the Bank and the Customer, the latter shall prevail.
- 2.3. framework of Bank-Customer relations. MNO, service provider and other stakeholders (including web-sites), registered in a payment service system are entitled to impose their own terms and provisions (including Service provider's terms and conditions), as well as confidentiality policy.

3. Operating principle

- 3.1. Making a payment
  - 3.1.1. System allows Customer to make a digital copy of a card in a device enabling Customer to make:
    - 3.1.1.1. Contactless payments via POS-terminals available at trade facilities;
    - 3.1.1.2. In-app purchases or other types of digital commerce-associated settlements with sellers that are connected to the payment service system.
  - 3.1.2. Customer registers card in the system by inputting respective card details in a device. After the card is successfully verified, the system creates its digital copy.
  - 3.1.3. The Bank confirms that a card rightfully belongs to the Customer using respective Customer identification and verification procedure(s) that can be carried out by sending SMS to the Customer mobile phone number registered with the Bank.

3.1.4. To make a payment, after selecting desired digital card in a system and waving supported device over the contactless POS-terminal or reading device available at the trade facility, the Customer confirms payment by inputting authentication data.

3.1.5. To make an in-app purchase, Customer selects desired digital card in the system and Customer confirms payment by inputting authentication data.

3.2. View information and payment history

3.2.1. System grants access to information pertaining digital card:

3.2.1.1. Card status

3.2.1.2. Information on past transactions carried out using a digital card: date, amount, seller. System allows to deactivate notifications on transactions carried out on any desired digital card.

3.2.2. System is unable to display Customer information on transactions carried out outside the System.

### **3.3. Customer Rights and Obligations**

3.3.1. The Customer shall adhere to Service provider's Terms and Conditions.

3.3.2. Before registering in the system the Customer shall make sure that only his/ her fingerprint or face is registered in the system. Only those fingerprints or faces can be used for confirming payments made in the system. If third person's fingerprint or face (or other means of authentication) is being used for gaining access to the device, they shall also be deemed as Customer's means of authentication and authorization.

3.3.3. The Customer shall keep authentication data outside of third parties' reach.

3.3.4. In case of undesired disclosure of authentication data and/ or digital card details the Customer shall immediately notify the Bank by calling +995 [32]224 24 24.

3.3.5. If the customer fails to (timely) notify the Bank on undesired disclosure of authentication data and/ or digital card details, the Bank shall bear no liability in regard of any potential loss incurred.

3.3.6. Transactions carried out using Customer's digital card and/ or authentication data shall be deemed as transactions completed by the Customer.

3.3.7. To carry out transactions envisaged hereunder the Customer shall be entitled to use any card opened in Customer's name that is not annulled or blocked.

3.3.8. The Customer shall be entitled to use one and the same card in different systems and mobile apps.

3.3.9. The Customer shall be entitled to cancel subscription to payment service by deleting digital card from the system.

### **3.4. Bank Rights and Obligations**

3.4.1. The Bank shall be entitled to refuse Customer on registering card and creating digital copy of a card in the system.

3.4.2. Any desired time block digital card registered in the system and access to it:

3.4.2.1. If the Customer fails to perform hereunder.

3.4.2.2. If there is a reasonable doubt regarding unsanctioned use of the digital card and/ or card.

3.4.2.3. If the Customer breaches Agreement causing or threatening the Bank a damage.

3.4.3. The Bank shall bear no responsibility in regard with any inconvenience and damage incurred by the Customer at trade or service facility due to service refusals by POS-terminals or ATMs or technical malfunction, that is not associated with the Bank.

3.5. Third party contracts

3.5.1. Present Terms and Conditions shall only apply to cases of Customer using digital card(s). MNO, service provider and other stakeholders (including web-sites), connected to the system, conclude their own agreements with the Customer. Besides, the Customer shall adhere to terms and conditions set forth in agreements concluded with third parties when disclosing personal data, using their services or visiting respective web-sites. The Bank shall bear no responsibility, whatsoever, in regard with precision, lawfulness, usability and other aspects of third party contracts or functionality of their products or services.

3.5.2. The Customer shall read third party contracts before creating, activating or using a digital card.

3.5.3. The Bank shall bear no responsibility and delivers no technical support to third party hardware or software and/or other products and services (including the system and supported device). If the Customer has any

questions pertaining third party products or services, for respective support and help he/ she shall reach out to third party in question. If the Customer has questions regarding the use of the system (except for the digital card), he/ she shall reach out to system's support service.

#### 3.6. Service fee

3.6.1. Service limits and fees are available on Bank's web-site and shall be deemed as integral part hereof.

3.6.2. The Customer shall bear in mind that third party contracts and other agreements may envisage such fees, limitations or prohibitions that may affect use of any digital card. For example, data usage or SMS fees collected by the MNO. The Customer states and warrants that he/ she bears the sole responsibility for covering such fees and adhering to all applicable limitations and prohibitions.

#### 3.7. Dispute resolution

3.7.1. Any dispute raising in regard with present Terms and Conditions or any digital card shall be regulated in accordance with respective provision of the Agreement.

### 4. Confidentiality and safety

#### 4.1. Personal data

4.1.1. The Customer is aware and confirms that the Bank shall be entitled to collect, process and use his/ her technical or personal information, not being limited to data of the device, in order to:

4.1.1.1. Update and improve Bank products and services;

4.1.1.2. Improve safety of services rendered;

4.1.1.3. Prevent fraud.

4.1.2. The Customer acknowledges that the Bank does not guaranty confidentiality of information transmitted via cellular channels, SMS, USSD service and/ or other channels.

4.1.3. The Customer waives the Bank from the responsibility in regard with the development when the information on Customer's account and/ or card (all cards that are being used to make transactions on account) gets disclosed to third parties when such information is sent to Customer via remote channels and contact details (mobile phone numbers, e-mail addresses, passwords or code words and etc.) provided by the Customers are used.

4.1.4. Other issues associated with use and transfer of personal data shall be regulated under present Terms and Conditions and respective agreement.

4.1.5. The Customer consents to his/ her personal data being transferred to service provider and/ or its affiliates.

#### 4.2. Information collected by the third parties

4.2.1. The Bank shall bear no responsibility or services rendered by system or other service providers. Any information collected by the service provider upon Customer using a digital card or the system, shall be regulated by service provider's terms and conditions or third party contracts, but in no way hereunder.

#### 4.3. Loss, theft or unsanctioned use of Customer device

4.3.1. If the device is lost or stolen and as a result digital card and or its details or the system is compromised or used without Customer's consent, the Customer shall immediately notify the Bank by calling +995 [32]224 24 24.

4.3.2. If the authentication data is compromised or Customer has a reasonable doubt the latter has occurred, he/ she shall immediately change authentication data and make sure that the device has only permitted fingerprint and face registered, in order to avoid any unsanctioned use of the digital card or personal data.

4.3.3. When the Customer starts to use a new device, he/ she shall make sure that all digital cards and other relevant personal information is deleted from the previous device.

4.3.4. System and/ or mobile app may use certain safety features protecting digital cards from unsanctioned use. The only party responsible for proper operation of those functions shall be the service provider. The Customer shall undertake to abstain from turning those safety features of and employ relevant safety measures to protect all digital cards.

#### 4.4. Protection of system passwords, other authentication data and digital cards

4.4.1. The Customer shall protect confidentiality of personal and authentication data. The Customer shall provide the same protection for them, as well as for supported device, as used for banking cards and other data, such as telephone numbers and passwords that identify the Customer.

4.4.2. The Bank gives strict instruction to keep authentication data of digital cards separately from other data, as well as to abstain from keeping payment cards together with the supported device.

4.4.3. If the Customer receives SMS notification or e-mail letter about system registration, whereas he/ she has not completed any such action or if he/ she identifies an error or a mistake in a card statement displayed by the app, the Customer shall immediately notify the Bank by calling +995 [32]224 24 24+995 [32]224 24 24.

#### 5. Suspend, cancel and change features

5.1. The service provider reserves the right to block, limit, suspend or cancel Customer's access to digital card use and/ or change system features without providing the Bank with advance notification. The Customer confirms that under such developments the Bank shall bear no responsibility towards him/ her or any other third party stakeholder.

5.2. After the digital card block or suspension is removed, the Customer will be able to continue using services after receiving respective notification.

5.3. The Customer shall be entitled to delete digital card from the system by completing respective procedure or reaching out to the Bank. In this development the Customer entitles the Bank to continue processing any digital card-associated order that hasn't yet been executed.

#### 6. Delays in payment service

6.1. Access to the digital card, its use and service depend on volume of system's services and MNO network. The Bank represents neither system provider nor network operator therefore has no control over their operation. The Bank shall bear no liability towards the Customer for any circumstance that may interrupt, limit or otherwise affect operation of any digital card, including system services or network being out of reach, network delays, network coverage limitations, system malfunctions and loss of wireless connection.

6.2. Use of the digital card implies digital transmission of personal data via third party network. As the Bank neither operates or manages any such networks, the Bank cannot guaranty confidentiality or safety of such information.

In regard with any personal or confidential information sent from the Customer's device to the Bank or by the Bank to the Customer via internet network, the Bank reserves the right to restrict such types of communications, that are being carried out in compliance with transmission safety level or other safety standards elaborated by the Bank. The Bank shall be entitled to use SMS or e-mail for communication purposes.

#### 7. Limiting liability

7.1. The Customer is aware and consents to system and digital card features being updated automatically, without providing him/ her with any notification. The Bank shall be entitled to make a decision on broadening, cutting or suspending types and/ or limits of permitted digital card transactions or change of registration procedure, any desired time.

7.2. Despite returning all cards and closing accounts the Customer shall not be relieved from obligations associated with settlement of transaction amounts and respective fees that raised during the period of mobile app use.

#### 8. Amendment clause

8.1. The Bank reserves the right to revise present Terms and Conditions. Any changes hereto shall be communicated to the Customer using any communication channel stipulated herein and envisaged under the Agreement. If the customer does not agree to any scheduled amendment, he/ she can delete digital card from the system. Besides, the Customer entitles the Bank to continue processing any digital card-associated order that hasn't yet been executed.

8.2. After the Bank introduces amended Terms and Conditions, carrying out a payment transaction via digital card shall be deemed as Customer's consent to their application.

#### 9. Communication

9.1. By registering a card in the system, the Customer consents to present Terms and Conditions as is.

9.2. The Customer additionally consents to receiving informative and other types of notifications dispatched by the Bank regarding system services via following channels:

9.2.1. E-mail. Information shall be delivered to the e-mail address provided by the Customer in account opening application form;

9.2.2. SMS notification. Information shall be delivered to the mobile phone number provided by the Customer in account opening application form;

9.2.3. Push notification in the device;

9.2.4. Other features of the system.

10. Miscellaneous provisions

10.1. For device support the Customer shall directly approach the service provider.

10.2. To receive information regarding any restrictions or limitations set for the system services, as well as minimum software and hardware requirements, the Customer shall directly approach the service provider.

10.3. To receive information regarding confidentiality and safety issues associated with use of a device, system or internet network the Customer shall approach the service provider or MNO.