

## 1. The terms given in this Agreement shall have the following definitions:

- 1.1 **Provider** - Payment service and electronic money provider "Pay Unicard" LLC, with identification code 404519455, registration number 0052-9004, actual address: 3<sup>rd</sup> Floor, N71, Vazha-Pshavela, Tbilisi, phone -2 555-222. web-site [www.payunicard.ge](http://www.payunicard.ge)
- 1.2 **User/Identified User** - Gift Card Holder, a natural person identified and verified by "Pay Unicard" LLC, who is registered in the Provider's system as a Gift Card Holder.
- 1.3 **Unidentified User / Unidentified Person** - A user is a natural person who has been given a gift card for use by an identified person.
- 1.4 **"City Mall"** - "IG Development Georgia" LLC, identification code: 404851503, legal address: № 47/57, M. Kostava St., Mtatsminda District, Tbilisi) which a management (parent) company of shopping centers in City Mall located at #70, Vazha-Pshavela, Tbilisi and at #1, I. Vekua, Tbilisi.
- 1.5 **Gift Card** - International, VISA payment card issued by the provider, the card is co-branded with the trademark of the provider and City Mall.
- 1.6 **Electronic money** - the nominal value of cash received from the user for the purpose of payment operations, stored in the electronic wallet of the electronic gift card and allowed for use in the shopping centers of City Mall, which is given in the manner referred to in Clause 1.4 of this Agreement.
- 1.7 **Gift Card Validity** - The term indicated on the card, which is valid until the last number of the month indicated on the card;
- 1.8 **E-wallet service fee** - has the meaning specified in Clause 3.2.
- 1.9 **Withdrawal fee** - a fee for exchanging electronic money for cash, which is 3.9% of the balance in the electronic wallet of the gift card.

## 2. Basic Terms for Gift Card Use

- 2.1. The gift card issue shall be the provider, the gift card shall be the property of the provider.
- 2.2. The user shall be given a gift card free of charge. The card is active from the moment electronic money is placed on it and activated by the user (or by the user with the consent of the operator).
- 2.3. You can place not less than **50 (fifty)** and not more than **5000 (five thousand)** GEL at one time on the gift card, which can be done in the provider's service center (at the service desk) in the shopping center with cash, provider payment card or non-cash payment;
- 2.4. The gift card can be used in the trade / service facilities located in the shopping center "City Mall", the list of which is given on the website <https://thecitymall.ge/>
- 2.5. The gift card can be used during the effective period of the card. The gift card is automatically canceled: a) in case of expiration of the card or b) in case of expiration of the electronic money on it before the card expiration date.
- 2.6. Users may use the electronic money placed on the gift card both in full and in part in the trade service facilities located in the branches of City Mall Saburtalo and Gldani, within the balance of the gift card in accordance with the terms of this Agreement.
- 2.7. The user can check the balance on the gift card at the service center (at the service desk), through an ATM or a website / mobile application.
- 2.8. The provider shall issue an account statement to the user (upon the user's request) for transactions performed through the gift card no later than 2 business days;

### 2.9. The following operations shall not be allowed on the gift card:

- 2.9.1. make payments online;
- 2.9.2. deposit the amount after the initial enrollment;
- 2.9.3. use of a gift card outside of Georgia;
- 2.9.4. use of gift cards in malls and stores other than the mall specified in this Agreement;
- 2.9.5. carrying out other transactions that are contrary to the terms of this Agreement and/or the Georgian laws;

### 2.10. Exchange of electronic money for cash (cash withdrawal)

- 2.10.1. Electronic money can be exchanged for cash based on the user's application identified from the provider's service center (cash desk). It shall be also allowed to transfer the balance from the electronic wallet of the gift card to the bank account indicated in the user's application. If the transfer is delayed due to the fact that the bank account specified by the user in the application is inactive or incorrect, in this case the transfer shall be made as soon as the user submits an active bank account. The user shall be fully responsible for the correctness of the bank accounts provided to the provider.

## 3. Financial and Other Provisions

- 3.1. Electronic cash withdrawal fee shall be 3.9% of the balance to be paid on the e-wallet to be deducted from the existing balance by the user without additional consent and acceptance.
- 3.2. Upon expiration of the validity of the gift card, the user be deducted an e-wallet service fee of 10% of the initial balance of the wallet, but not less than 50 tetri, from the initial balance remaining in the e-wallet (if any) without additional consent and acceptance. To avoid any doubts, the monthly deduction shall be calculated from the current balance (original balance) fixed at the expiration date of the gift card (example: if the original balance remains on the wallet at the expiration of the period -100 GEL, in this case, 10% of the initial balance is deducted monthly, which is 10 GEL per month, regardless of further changes in the balance). If there is less than 50 tetri left in the wallet, in this case the existing balance will be deducted from the wallet in full. Upon expiration of the balance on the wallet, the accrual / deduction of the service fee on the e-wallet is terminated.
- 3.3. The Provider shall reimburse the user for the amount of unauthorized or incorrectly performed payment transaction, if the user applied to the provider within 40 (forty) calendar days after the unauthorized transaction, or not more than 180 (eighty) days have elapsed from the date of the incorrectly performed transaction and the customer has notified the provider about the incorrectly performed transaction as soon as possible after receiving information about such transaction and the customer has not violated the law and/or the agreement;

## 4. Gift Card Loss, Recovery and Security Conditions

- 4.1. The gift card shall be handed over by the Provider to the user to perform card operations in a sealed envelope, together with the PIN code.

- 4.2. In case of loss, theft, misappropriation of the gift card or if the user suspects that another person knows his/her PIN code or in case of discovery of an unauthorized transaction through the card, the user shall inform the provider as soon as possible (phone: 2 555-222 or e-mail - [info@unicard.ge](mailto:info@unicard.ge)), and the provider shall immediately prevent / block the further use of the gift card upon receipt of the notification. Gift card can be blocked if the payment card user is identified / verified in accordance with the legislation of Georgia;

4.3. In case of loss of a gift card, the provider, taking into account the request of the identified user, shall ensure the restoration of the lost gift card and/or the production of a new gift card at its own discretion, and the user shall pay the fee for the restoration / production of the payment card, if any, at the tariff existing on the day of restoration; In addition, in case of loss or damage of the gift card, the waiting time shall not affect the validity of the card and other conditions and restrictions specified in this agreement, therefore the new/restored card shall be attached to the previous card and continues to operate in accordance with this agreement.

4.4. The Provider shall be entitled to prevent/block the further use of the gift card if the Provider has a strong suspicion that the Card may be used for unauthorized transactions, as well as for illegal/unauthorized use of the Gift Card by VISA/and other relevant payment systems;

4.5. The Provider shall be entitled to block the gift card in case of repeated or multiple misuse of access codes for using the gift card;

4.6. A person identified as a gift card holder shall be the person responsible for the gift card transactions, except for an unauthorized or incorrectly performed transaction.

#### **4.7. The user shall:**

4.7.1. strictly protect the confidentiality of the PIN code, which implies, but is not limited to, the obligation of the user not to store the PIN code in such a form or on such material or electronic carriers, which allows them to be disclosed, as well as not to transfer PIN codes to third parties and or not to disclose PIN codes in any other way;

4.7.2. take care of the gift card, do not allow the gift card to be handed over / requested to someone else, or keep the card in an unsafe place;

4.7.3. keep all available documents on the transactions made using the gift card and submit it to the provider in case of disputes;

4.7.4. in case of finding a lost gift card, return it to the provider immediately;

#### **4.8. The Provider shall not be liable for the following:**

4.8.1. in case of loss/theft of a gift card, on unauthorized transactions with a payment card before receiving a written and/or electronic and/or relevant oral application/notification from the user;

4.8.2. any illegal transaction performed with a gift card;

4.8.3. gift card blocking as a result of false notification;

4.8.4. suspension of the gift card validity;

4.8.5. delayed, inaccurate, incorrect or non-performing operations due to international payment system or technical reasons;

4.8.6. It is possible for an identified user to hand over a gift card to another person. In this case, the same user shall fully inform the new owner / unidentified person of the gift card about the gift card terms of use, which are posted on the website [www.payunicard.ge](http://www.payunicard.ge)

### **5. Dispute Resolution**

5.1. The user's complaints/claims shall be received every working day from 11:00 to 17:00 by the following means: by dialing the call center (+995 32) 2 555222, or via e-mail: [infopay@unicard.ge](mailto:infopay@unicard.ge), or in writing;

5.2. Without using the user's telecommunications by the provider, when receiving a complaint orally, and when the user's problem cannot be solved immediately, the provider shall offer the user to file a complaint in material or electronic form, however, in this case, the user shall record in the complaint all the data given in Clause 5.4.

5.3. A claim against a transaction filed by the user shall not imply an unconditional obligation on the part of the provider to indemnify the user for the loss incurred as a result of such transactions. Each case of user's appeal of transactions shall be considered individually in the light of established practices in the payment sector and the applicable laws;

5.4. If the user wishes to file a claim in writing, the user shall draft a claim in the name of Pay Unicard's Director, where it is mandatory to indicate the following data / information: name; last name; personal number/ residence card number/ Georgian passport number or any other document number provided by law (in case of foreign citizenship, foreign passport number); date of claim; the number indicated when making the payment; detailed description of the claim and request; contact details where the user wants to receive a response to the claim and contact phone. The claim shall be signed by the user.

5.5. The user shall be entitled to further attach the relevant document(s) to the complaint as evidence. In case it becomes necessary to provide additional information to investigate the factual circumstances, the relevant employee of the provider shall request the user to provide this information;

5.6. If the user's claim is not filed in the manner referred to in Clause 5.4 of this Agreement, or the information provided by the Client is flawed in this case the Provider may not consider the claim if the defect is not rectified by the user within the time limit specified by the Provider;

5.7. Complaints / claims shall be considered within 20 business days of their submission, unless the provider, in the presence of special and objective circumstances, extends the deadline on the basis of a notice sent to the user or otherwise provided, however, even in this case, the deadline for making a decision on the claim and informing the user shall not exceed 55 business days after receiving the complaint;

5.8. The Parties agree that communication between the Parties may be made electronically by e-mail. In this case the notice shall be deemed enforced if delivered to the party via email. The parties agree that a notification sent via email to the email address provided by the user in the application for ordering/receiving a gift card, or in another application related to the same agreement shall be deemed to have been delivered to the user and shall not have any claim in this regard.

5.9. The supervisory body of the provider shall be National Bank of Georgia, website address - [www.nbg.gov.ge](http://www.nbg.gov.ge). The supervisory body shall in no way be held liable for the improper fulfillment of obligations by the Provider.

### **6. Changes and Amendments / Miscellaneous**

6.1. The Provider shall reserve the right to change any of these Terms and Conditions at any time by posting relevant information on the Website and/or in any other form acceptable to the Provider, unless otherwise provided by law (including but not limited to the amount/volume of commissions and/or other payments). Such change shall be binding on the user from the day following the day of its publication, unless otherwise provided by the Provider and/or the legislation;

6.2. If the change/addition of the Agreement is made in favor of the user, and/or does not worsen the condition of the user, the provider shall not notify the user about such change/amendment;

6.3. In case the notice period before the entry into force of the change/amendment provided by law is foreseen, any such change/amendment shall be considered as agreed with the user, if the user does not notify the provider before the change/amendment enters into force;

6.4. Any changes and/or additions made to these Terms and Conditions shall be an appendix to these Terms and Conditions and shall constitute an integral part thereof.



## Gift Card Terms and Conditions

- 6.5. These Terms and Conditions signed with the user shall be effective from the moment of placing the electronic money on the gift card;  
6.6. The invalidity of any of these provisions shall not affect the validity of the other provisions.

### 7. Rights of Unidentified Persons

7.1. A person, who has been given a gift card for use by an identified person, shall be entitled to request the provider to exchange electronic money for cash if he/she appears at the provider's service center with the identified person from whom the card was given as a gift after identification / verification with the provider, will be registered as the cardholder, otherwise the unidentified person shall not have the right to exchange the electronic money placed on the gift card for cash.

7.2. The unidentified person shall have the right to use the electronic money on the card in the trade service facilities located in City Mall without any restrictions, in accordance with the terms of this gift card.

7.3. The time of handing over the card to an unidentified person shall not affect the card, its validity period and other conditions and restrictions specified in this Agreement. The card shall be valid in accordance with its validity in the manner established by these Terms and Conditions.

7.4. The unidentified person shall have no right to request the provider to restore the lost/damaged card or to block/unblock the card;

7.5. An unidentified person who has transferred the card for use shall be entitled to request the provider to present information about the card transactions and balance in case of presenting a gift card to the provider.

### Appendix #1 (Identified User Consent Section)

**By agreeing to the Gift Card Terms and Conditions, the user hereby confirms and agrees to the following:**

1) I hereby consent and authorize Pay Unicard LLC (I/C 404519455) (hereinafter referred to as the "Provider") to process the data about me as defined by the Georgian laws, including my cell phone number, apartment phone number, email, bank account and my behavior indicators (according to the amount of electronic money spent from the gift card, including in a certain period (s), the rates of exchange of electronic money for cash, the amount of e-money spent in certain periods, frequency, number of card transactions and other available behaviors), including segmentation of data according to the above indicators (or other behavioral indicators) and processing of segmented data, as well as fulfilment of obligations under the Georgian laws, as well as rendering services under this Agreement, reviewing customer applications, by the provider or the authorized person of the provider (including Universal Card Corporation (I/C 202461406) for the implementation of advertising-marketing offers for users, The processing of data without any limitation includes any action taken against the data by means of automatic, semi-automatic or non-automatic means, in particular their collection, recording, photographing, audio recording, videotaping, organizing, storing, modifying, restoring, retrieving, using or disclosing data, or making it otherwise available, grouping or combining, blocking, deleting or destroying;

2) I hereby agree for "IG Development Georgia" LLC (ID:404851503) to transfer my mobile phone number / apartment phone and / or email, segmented / non-segmented data about me, and / or citizenship, date of birth, age, place of residence / district, gender and characteristics of my behavior for segmentation and further direct marketing to Universal Card Corporation LLC (I/C 202461406, hereinafter referred to as "Unicard") as an authorized person.

3) I hereby agree to the provider transfer my personal number (personal numbers) to Universal Card Corporation LLC (I/C 202461406) and on the basis of personal number to filter from the database of joint users of Unicard and the provider for further joint users, arranging special campaigns and offers, PR marketing activities, planning various joint campaigns/projects, and I also agree that the Provider shall provide Universal Card Corporation (Unicard) LLC with other user data, including segmented data when ordering and arranging marketing events / campaigns for Unicard, as well as for arranging joint projects and campaigns of the provider and Unicard. The data (their layer / segmented data) shall be transferred to Unicard in accordance with the purpose of the planned event / campaign.

4) I hereby give my consent to the Provider to provide the following information about me on a monthly basis (or to provide access to the data provided in the same paragraph for IG Development Georgia LLC) to IG Development Georgia LLC, identification code: 404851503 (hereinafter - City Mall): name, surname, gender, date of birth, telephone number, e-mail, district, activities planned in City Mall, promotions, events, products, planned marketing activities, for the purpose of delivering/implementing direct marketing / advertising marketing offers to customers by City Mall on its own behalf as a data processor. In addition to the above, the following data about me processed by the provider - name, surname, gender, date of birth, telephone number, address and district to be transferred to City Mall in case of termination of the contract / service between City Mall and the provider and subsequent termination of City Mall's own trading for the purpose of identifying, segmenting and delivering / implementing offers to the Center's users.



### Accounts & Cards

Service	Tariff/Fee
Uniwallet account	<b>Free</b>
Gift Card Visa	<b>Free</b>
Card delivery (Tbilisi)	GEL 5
Online banking	<b>Free</b>
SMS service	<b>Free</b>
Account currency	GEL
Statement from the active account ( <i>last 12 months</i> )	<b>Free</b>
Min balance	GEL 50
Recovery of damaged/lost card	GEL 10
Gift card Visa card Blocking/unblocking	<b>Free</b>
Payment via Pos Terminal	<b>Free</b>
Gift card Visa card local stop card list	<b>Free</b>

### Top Up

Service	Fee
Cash deposit via the service center	Free

### Gift Card Visa cash out

Service	Fee
From service center	3.90% of the amount

### Amount Limits & Timeline

Service	Limit
Transfer from a bank account to Uniwallet account	<b>Per transfer</b> – GEL 5,000
Gift Card Visa money placement	<b>At once – no more than</b> GEL 5,000