General Terms of "Pay Unicard" Service Agreement

1.   General Provisions

1.1   **The Terms and Conditions** govern the rules and conditions for using **the Services of Pay Unicard** by the **Clients**.

1.2   **The Terms and Conditions** consist of the general part (general conditions), which determines the general rules for using the **Pay Unicard** products and services, and the **Annexes** that determine specific conditions for using the **Services**.

1.3   For certain **Clients, the Terms and Conditions** shall enter into force after the **Client** has agreed to the **Terms and Conditions** via a mobile **Application** and/or in any other form (including electronic form) permitted by the **Legislation** and/or acceptable for **Pay Unicard.** At the same time, the provisions of the **Annexes** regulating the use of certain **Services** shall enter into force for the **Client** together with the granting of the right to use a respective product/service (**Service**).

1.4   These **Terms and Conditions** (including any **Annex** to these **Terms and Conditions**), together with the **Client's Application**, shall constitute the **Agreement** concluded between **Pay Unicard** and the **Client**.

2.   Definition of Terms

The terms used in these, **Terms and Conditions** shall have the following meanings:

2.1.   **Pay Unicard** – LLC Pay Unicard, the provider of the payment services and the electronic money (trademark/commercial name – Pay Unicard), identification number:404519455, legal address: 25-27-29/4 V. Petriashvili Street, Apt. 26, Tbilisi; actual address: 71 Vazha-Pshavela Avenue, 3ʳᵈ floor, Tbilisi, e-mail: infopay@unicard.ge website: www. www.payunicard.ge; registration number:0052-9.

2.2.   **Authorisation** – the consent to conduct a **Transaction**, given by the **Client** in accordance with the **Legislation** and the rules and procedures determined by **Pay Unicard**.

2.3.   **Extract** – the information on the **Client's Transactions**, provided by **Pay Unicard** in the specific form and with the specific content.

2.4.   **Non-personalised Payment Card** – a Visa/Mastercard and/or other **Payment Card**, without the cardholder's name and/or surname on it. Also, the above information is not recorded on the magnetic stripe and/or microchip of the card.

2.5.   **Application** - written or electronic/digital information drawn by **Pay Unicard** using a material document, electronic or other similar means, including the **Remote Service Channels,** and provided to the **Client**, which the **Client** agrees to with an action (e.g.: by a signature, by clicking a button, by remotely checking the agreement box, by sending a document, by transferring money, etc.) in a way acceptable for **Pay Unicard**, which confirms the **Client's** will and is considered as having the equal legal power to the **Client's** agreement to the material document/to the **Client's** will. Any such **Application** shall be an integral part of the **Agreement**.

2.6.   **Order** – the payment order on conducting a **Transaction**, given by the **Client** to **Pay Unicard** directly/physically and/or through the **Remote Service Channels**, in accordance with the **Agreement**.

2.7.   **Annex** – unless otherwise expressly determined by the **Agreement**, any annex to the **Agreement** and/or **Application** (according to the context), which is an integral part of the **Agreement** and is effective together with the **Agreement**.

2.8.   **Remote Services** – any **Service** or set of **Services** offered by **Pay Unicard** under this **Agreement** that can be provided to the **Client** through the **Remote Service Channels.**

2.9.   **Remote Service Channel** – the equipment, software (including an unequivocally mobile application) and/or various electronic channels, determined by **Pay Unicard**, through which the **Client** is able to request, agree to and/or receive the **Services** determined by an **Agreement**, including to conduct **Transactions** and/or to receive the information related to the **Services** without visiting **Pay Unicard**/the service points of **Pay Unicard**.

2.10.   **E-wallet** – a unique way of accounting of the **Client's Electronic Money** with the electronic money provider, **Pay Unicard**, the procedures for using of which are regulated by an **Agreement**.

2.11.   **Electronic Money** – the nominal value of money received by **Pay Unicard** from the **Client** for the purpose of carrying out payment **Transactions**, which is stored and accounted for electronically (including, on the magnetic carrier) and is the means of payment recognised by **Third Persons**.

2.12.   **Website** – the website of **Pay Unicard** www.payunicard.ge (**Remote Service Channel**), through which the **Client** can receive **Services** from **Pay Unicard**, including to fill in the **Application**.

2.13.   **Legislation** – the applicable legislative and subordinate normative acts of Georgia, and the international agreements and treaties included in the system of normative acts of Georgia.

2.14.   **Client** – a natural person, who meets the requirements established by the **legislation** and an **agreement**, and who is identified/verified by **Pay Unicard** on the basis of the **Application**, submitted by the **Client** to **Pay Unicard** directly/physically and/or through the **Remote Service Channels**.

2.15.   **Third Person** – any natural or legal person, and/or organisational entity that is not a legal person, except for the **Parties**.

2.16.   **Service** – any service of **Pay Unicard** that is requested by the **Client** in his/her **Application**, including the **Transactions** and **Remote Services**, which include, without any limitation, the opening and administration of the **Client's E-wallet**, the withdrawal/transfer of money and/or its equivalent **Electronic Money**, provision of services to the **Client** with a **Payment Card**, the receipt and/or sending of money transfers and the currency conversion.

2.17.   **Party/Parties** – **Pay Unicard** and the **Client** jointly or individually, depending on the context.

2.18.   **Transaction** – any operation conducted by the **Client** in relation to the **E-wallet** and/or **Payment Card**, including using PIN code or other **Access Codes**.

2.19.   **Partner Organisation** – any natural or legal person, and/or organisational entity that is not a legal person, with whom/which **Pay Unicard** has partnership relations and whose list is published on the **Website**.

2.20.   **Payment card** – a payment card (VISA, MasterCard or cards of other payment system) emitted by **Pay Unicard**, the mean of payment, which is connected to the **Client's E-wallet** and which is used by the **Client** according to the terms and conditions of the **Agreement**.

2.21.   **Commission Fee** – the fees charged by **Pay Unicard** on the **Client** for the services determined by an agreement, the list of which is provided in the annex.

2.22.   **Business Day** – any day except for Saturdays, Sundays and/or public holidays determined by the **Legislation**.

2.23.   **Unicard** – LLC Universal Card Corporation, legal address: 3ʳᵈ floor, No 71 Vazha-Pshavela Avenue, Tbilisi, identification number: 202461406, website: www.unicard.ge; the phone numbers of the information/call centre: (+995 32) 2 555 222. The LLC Universal Card Corporation is a strategic partner of **Pay Unicard**.

2.24.   **Force Majeure** – a natural disaster, fire, power outage, malfunction of the equipment, software malfunction, system and/or network defect/failure/disruption/limitation (including termination/limitation of internet supply by the internet provider), which makes it impossible to provide **Services** for a specific period of time and/or at a specific location, hostilities, an administrative act and/or other circumstances that cannot be overcome and are beyond the control of **Pay Unicard**, and which: a) are not connected to the mistakes and negligence of **Pay Unicard**; b) started or developed after the entry into force of the **Agreement**, and c) directly affect full and/or proper fulfilment of the obligations undertaken under the **Agreement**.

2.25.   **Terms and Conditions** – these Terms and Conditions for Using the Services of LLC Pay Unicard, which constitute an integral part of the **Agreement**.

2.26.   **Access Code** – the codes, passwords, the **Client's** name, identification code, universal identifiers and/or other confidential information that **Pay Unicard** may provide to the **Client** for safe access to various services (including, without limitation, to the remote services).

2.27.   **Agreement** – an agreement concluded between the **Client** and **Pay Unicard**, which consists of the **Client's Application**, these **Terms and Conditions** (including the annexes) and any other annex.

3.   General Conditions for the Provision of Services

3.1.   **Pay Unicard** provides **Services to the Client** in accordance with the **Agreement** concluded between **Pay Unicard** and the **Client**. During the term of the **Agreement**, the **Client** is authorised to obtain the information on the conditions of the **Agreement** through the **Website**. In addition, the **Client** shall undertake the obligation to periodically review the information published on the **Website**, including the announcements, changes and additions.

3.2.   In order to receive/stop using the **Services** determined by the **Agreement**, the **Client** shall have the right to submit an **Application** to **Pay Unicard** directly (by visiting the operator) or through the **Remote Service Channels**. **Pay Unicard** shall review the **Application** on condition that, at the time of filling in the **Application**, the **Client** meets all the conditions determined by the **Agreement** and/or the **Legislation**.

3.3.   By concluding an **Agreement**, the **Client** applies to and entitles **Pay Unicard**: a) to rely on and act in accordance with all **Orders** that are **Authorised**, or that **Pay Unicard** considers to be **Authorised**, by the **Client** even if such **Order** contradict any other mandate granted at any other time with respect to the **Client's E-wallet/Payment Card** or activities; b) to deduct from the **Client's E-wallet** any amount paid by **Pay Unicard** according to any **Order**, which includes all service expenses incurred in connection with the **Client's Order** or with the **Transaction** conducted for the fulfilment of the **Client's Order**.

3.4.   **Pay Unicard** is authorised, but not obliged, to verify the validity of the **Order** and to request the **Client** to submit additional information and/or documents if it is necessary for the fulfilment of the **Order**.

3.5.   Unless otherwise provided for by the **Legislation** or unless otherwise determined by **Pay Unicard**, the amounts of money transferred as a result of **Transactions** conducted on the basis of the **Client's Order** shall not be subject to withdrawal or refund by **Pay Unicard**.

3.6.   Upon the **Client's** request, **Pay Unicard** shall take all measures to suspend or terminate any **Order** on time, within a reasonable period of time, unless otherwise provided for by the **Legislation**. In addition, **Pay Unicard** shall not be liable for failure to fulfil the order if it has not received a respective notification and/or if such suspension or termination is not possible.

3.7.   The **Client** shall provide **Pay Unicard** with a complete and correct **Order**, and **Pay Unicard** shall be exempted from any liability for the failure to meet the above requirement.

3.8. In order to fulfil the received **Order**, **Pay Unicard** shall have the right to request the **Client** to confirm the **Order** with a single-use code (so-called OTP authorisation) upon its own discretion (including unequivocally for the **Transactions**, which require additional confirmation under the **Legislation**). The **Client** shall be provided with a single-use code via the phone number, specified by the **Client** in his/her **Application**, and/or through other devices agreed upon between the parties.

3.9. A **Transaction** from the **Client's E-wallet** shall be conducted within the amount of the **Electronic Money** available in the **E-wallet** at the moment of conducting the **Transaction**, subject to the limit established by **Pay Unicard** in accordance with the conditions of the **Agreement**. Accordingly, the **Client** is obliged to conduct any **Transaction** (including with the **Payment Cards**) in such a way as to prevent overspending of the **Electronic Money**.

3.10. Despite the restriction determined by Article 3.9 of these **Terms and Conditions**, in the case of overspending for any reason during the **Transaction**, the Client shall immediately remedy the overspending within not later than the second day after the day the overspending occurred, otherwise **Pay Unicard** shall have the right to impose overdue fee on the **Client** in the amount of 20% of the overspent amount per each overdue day.

3.11. The **Client** shall be liable for any damage and/or loss caused by its negligent conduct, by which the **Client** has contributed to an unauthorised **Transaction**, or acted fraudulently.

3.12. The records of **Pay Unicard** shall be the document evidencing the **Client's** relations with **Pay Unicard**. The **Client** recognises the records of the **Pay Unicard** as a document having legal effect despite the fact that the document is not an original copy.

3.13. The **Client** shall pay the **Commission Fee** in accordance with the rates set by **Pay Unicard** at the time of payment and determined by an **Agreement** unless otherwise additionally agreed by the **Parties**, also if an international and/or local payment or notification exchange system and/or mediator is involved in the **Transaction** (change in the **Transaction**) or cancellation of the **Transaction** or refund of the money, they may establish additional commission fees and/or charges, which shall be also paid by the **Client**.

3.14. **Commission Fees** and/or other charges shall be paid with the intervals and on the date determined by **Pay Unicard**.

3.15. The **Client** shall have the right to receive **Services** only in the currency, in which he/she has an **E-wallet**, if the balance in the respective currency available on the **E-wallet** is not sufficient, the **Client** shall have the right to convert the money available on his/her **E-wallet** into the currency required for the **Services**, at the exchange rate determined by **Pay Unicard** at the moment of conversion, and then receive the **Services**.

3.16. In the case of currency conversion, the **Client** may find the information on the exchange rates and conversion charts on the **Website**. In addition, **Pay Unicard** shall have the right to make the information on the exchange rates available for the **Client** through other **Remote Service Channels**.

3.17. **Pay Unicard** shall have the right, upon its own discretion, to deduct from/block the **Commission Fee** and/or other charges, according to the rates determined by **Pay Unicard**, from any of the **Client's E-wallets** without any additional consent and acceptance of the **Client** and, if agreed with the **Client**, in the agreed order. If the **Commission Fee** and the amount available on the **E-wallet** are in different currencies, **Pay Unicard** shall conduct the conversion at the commercial exchange rate determined by **Pay Unicard** on the date of payment, the cost of which shall be deducted from any of the **Client's E-wallets** without acceptance, and the converted amount shall be used for the payment of the **Commission Fee**.

3.18. If the amount required to fully and properly pay the **Commission Fee** is not available on the **Client's E-wallets, Pay Unicard** shall have the right to deduct part of the **Commission Fee** from the amount that is available on the **E-wallet**, and deduct the remaining amount immediately upon any amount becomes available on the **E-wallet**.

3.19. The **Client** shall be responsible for the payment of all the fees/charges determined by the **Legislation** or the legislation of other countries (if applicable to the **Client**), which may originate in relation to the use of **Services**.

3.20. **Pay Unicard** shall ensure compliance with the requirements of the **Legislation** and, in addition to the requirements of the **Legislation**, the **Client** is obliged to comply with the requirements of the legislation of all the countries, which may apply to the **Client** for any reason.

3.21. In order to receive and use the **Services**, the **Client** shall:

3.21.1. carefully read the **Agreement** (including these **Terms and Conditions**);

3.21.2. fill in and/or sign (including electronically) the **Application** (if any) and/or other document, which is necessary for receiving/using the respective **Services**.

3.22. Within the scope of a particular **Service**, an employee of **Pay Unicard** may provide information to the **Client** verbally and the **Client** may be at any time guided by the **Agreement**.

3.23. The **Client** can obtain information on certain details of a particular **Transaction** via the service points and/or telephone notifications of **Pay Unicard** (certain details on certain **Transactions** can be obtained through the **Remote Service Channels** as well), also, depending on the type of a **Transaction**, an **Extract**, certificate, receipt and/or other document may be provided to the **Client** in the form and on the conditions determined by **Pay Unicard**.

3.24. The **Client** shall notify **Pay Unicard** on any change made in the document certifying the authority and/or the information submitted/sent to **Pay Unicard** (including in case of changing the phone number) and/or on their annulment within 5 (five) **Business Days** after the occurrence of the above. **Pay Unicard** shall not be liable for any loss/damage incurred as a result of actions taken before receiving the notification on the change and/or annulment.

3.25. The **Client** shall immediately notify **Pay Unicard**, in writing, of the loss/annulment/dispossession in any form of any of its identity documents, otherwise **Pay Unicard** shall not be liable for any possible or incurred loss/damage.

3.26. The **Client** shall immediately notify **Pay Unicard**, in writing, of any change in the power of attorney/letter of attorney/order agreement in any form (including of making changes/additions to them, their annulment, suspension, etc.), in which the **Client** is represented as a trustor/principal or authorised attorney/trustee, otherwise **Pay Unicard** shall not be liable for any possible or incurred loss/damage.

3.27. In order to provide **Services** and/or to fulfil its obligations under the **Legislation**, upon the request of **Pay Unicard**, the **Client** shall immediately submit to **Pay Unicard** the requested information/documents.

3.28. If the **Client** is a minor (has not attained the age of 18) and is represented before **Pay Unicard** with a legal representative, according to the procedure established by the **Legislation**, the legal representative shall be responsible for any **Transaction** conducted by the **Client** and shall also give his/her prior consent to the payment of any **Commission Fee, Overdue Fee** and other charges that may be imposed on the **Client** in relation to using the **Services**.

3.29. A list of high-risk merchants/service providers (MCC) is provided in the payment card application. Upon receiving the payment card, the **Client** is entitled to activate transactions from the list of high-risk trade/service entities represented by MCC codes prior to card activation by agreeing to the desired/specific MCC code. Besides, the **Client** is entitled to revoke the informed consent to the transactions at any time in regards to a specific high-risk trade/service object(s) on the **Pay Unicard** website, from its profile, or mobile application (or other remote service channel established by **Pay Unicard**) based on strong client authentication.

4. Conditions of the Remote Services

4.1. **Pay Unicard** shall have the right to offer **Remote Services** to the **Client**, and the **Client** is obliged to pay special attention to the use of **Remote Service Channels**.

4.2. The **Client** shall not leave the **Remote Service Channel** (the respective device) unattended while it is connected to the network and shall prevent **Third Persons** from using the device until the **Client** finishes using the **Remote Service Channel** and makes sure that it is impossible for the **Third Persons** to use it.

4.3. The **Client** shall be responsible for any **Transaction** that is conducted through the **Remote Service Channel**.

4.4. **Pay Unicard** shall not be responsible if the **Client** cannot be provided with the **Remote Service Channel** due to the reasons that are beyond the control of **Pay Unicard**, including due to the interruption of the system of **Pay Unicard** or the **Remote Service Channel**, the system upgrade and/or improvement.

4.5. **Pay Unicard** shall have the right to suspend/terminate the **Remote Services** at any time. **Pay Unicard** shall take measures to inform the **Client** of the temporary suspension or termination of the **Remote Services** electronically or by other means, although failure to fulfil the above condition shall not result in the liability of **Pay Unicard**.

4.6. The **Client** shall entitle **Pay Unicard** to implement all verbal or electronic instructions given (or seemed to be given) by the **Client** through the **Remote Service Channels**, including the **Client** agrees and entitles **Pay Unicard**, on the basis of the **Order** sent by the **Client** through the **Remote Service Channel**, to open an **E-wallet** for the **Client** in accordance with the rules and conditions of **Pay Unicard**.

4.7. The consent on the terms of the **Transaction**, given by the **Client** through the **Remote Service Channel**, shall be equal to the **Client's** signature on the **Transaction** and the consent shall be considered to have legal effect from the moment of receipt by **Pay Unicard** of the **Client's** consent through the **Remote Service Channel.**

4.8. When providing **Remote Services Pay Unicard** is not responsible for the following:

4.8.1. any non-compliance caused by the malfunction of the **Client's** equipment or software;

4.8.2. a virus or other similar problem that may be related to the use of the **Remote Services**;

4.8.3. the damage/loss that is caused or may be caused by:

4.8.3.1. incompatibility of the **Client's** software or any other equipment with the system of **Pay Unicard**;

4.8.3.2. damage/destruction of the **Client's** data/documents, software, or any equipment caused by the use of the **Remote Service Channel**;

4.8.3.3. unauthorised use of **Access Codes** by any person;

4.8.3.4. involvement of any **Third Person** in the telephone or internet connection between the **Client** and **Pay Unicard**;

4.8.3.5. improper and/or interrupted operation of the systems related to the provision of **Remote Services**, including in the case of technical interruptions that may be caused by **Pay Unicard** as well.

4.9. In order to receive **Remote Services, the Client** may be required to perform a single or multiple **Authorisation** and/or change the data required for **Authorisation**.

4.10. The **Client** agrees and states that he/she shall be fully responsible for connecting to the **Remote Services** through the **Client's** internet provider and/or navigator.

4.11. Within the **Remote Services**, Pay Unicard shall be additionally authorised:

4.11.1. upon its own discretion, to contact the **Client** and check the **Authorisation** of the **Transaction** or **Order**, or to suspend the conducting of the **Transaction** until it verifies the **Authorisation**;

4.11.2. in order to protect the **Client's** interests, to suspend or terminate the provision of the **Remote Services** without prior notification to the **Client**, if Pay Unicard suspects that the safety standards have been violated or if such suspension is advisable for other reasons;

4.11.3. due to safety requirements, to change the requirements of the system devices that may be established for receiving **Remote Services**;

4.12. in the case of provision of unauthorised **Remote Services**, the **Parties** shall take every effort to ensure that the affected **Party** gets adequate compensation, including cooperate with the law enforcement bodies and exchange information, unless otherwise provided by the **Legislation**, and shall carry out all necessary communication.

4.13. The purpose for determining the conditions, actions, restrictions and obligations under this article is to inform the **Client** of the possible threats that may arise in the process of use of **Remote Services**, and to protect the **Client** from the damage (loss) caused by intentional and/or negligent actions of the **Client** and/or **Third Persons** in the process of provision of remote services.

5. Representations and Warranties

5.1. The **Client** hereby represents and warrants that:

5.1.1. for the purpose of the necessary authority to conclude and fulfil the **Agreement**, she/he has obtained all the necessary consents, permits or powers of attorney;

5.1.2. the information/data submitted/presented to Pay Unicard for concluding the **Agreement** and/or for carrying out the **Transaction** under the **Agreement** are/will be accurate, credible and complete;

5.1.3. the conducting of the **Transaction** shall not lead to the violation of the conditions of other agreements or other obligations of the **Client** (if any) or any law, provision, rule, ordinance, court decision, order, instruction, court order or any restriction imposed by the state or by state, regulatory, judiciary or arbitration bodies, the observance of which the **Client** is responsible for. The conducting of the **Transaction** determined by the conditions of the **Agreement** shall not contradict or violate any agreement, contract, licence or other kind of agreement, to which the **Client** is a party;

5.1.4. for the purpose of the necessary authority to conclude and fulfil the **Annex** in the future, she/he will obtain all the necessary consents, permits or powers of attorney;

5.1.5. the **Agreement** is/will be concluded voluntarily, without any violence, threat, deceit, mistake and/or without using other circumstances by Pay Unicard or a **Third Party** against the **Client**;

5.1.6. the consent of the **Client** given electronically (for example, by ticking agreement box remotely and/or other action that clearly expresses the Client's will) or any transaction conducted between the **Parties** in electronic form (including, unequivocally expressing the will/giving consent to the transaction electronically) shall have the legal force equal to a material document (the equal legal force to the personal signature on the material document).

5.2. These representations and warranties shall be valid throughout the term of the **Agreement**.

5.3. After the entry into force of the **Agreement**, the **Client** shall immediately notify Pay Unicard in writing of any circumstances that may cause the violation of the representations and warranties provided for in this **Agreement** or contradict those representations and warranties.

5.4. In the case of violation of the said representations, the **Client** agrees to compensate and protect Pay Unicard from any loss (which includes, without limitation, the consequential loss), claim, expenses (which includes, without limitation, the expenses incurred by Pay Unicard for exercising its rights), legal procedures and any other obligation that may originate as a result of such violation.

6. Responsibility of the Parties

6.1. Unless otherwise provided for by the **Agreement**, the **Client** agrees and represents that, in the process of provision of services determined by the **Agreement**, Pay Unicard shall be fully exempted from any liability before the **Client** (including from the compensation of any direct or indirect damage (loss)) that is not caused by the fault of Pay Unicard.

6.2. In the case of Force Majeure Circumstances, neither **Party** shall be liable for the failure to fully or partially fulfil, or for undue fulfilment the obligations undertaken under the **Agreement**.

6.3. The **Party** that is subject to **Force Majeure Circumstances** is obliged to inform the other **Party**, within a reasonable period of time but not later than 5 (five) **Business Days**, of the **Force Majeure Circumstance(s)** and its/their estimated duration, otherwise the **Party** shall lose the right to use the **Force Majeure** as the ground for exemption from liability.

6.4. The **Force Majeure** circumstance(s) referred to in the notification, if they are not the generally recognised facts (circumstances) or if the other **Party** questions their authenticity, within 30 (thirty) calendar days after a respective **Party** receives the notification of **Force Majeure** circumstance(s) or after the respective **Party** sends a notification to the other **Party** of suspecting the existence of **Force Majeure** circumstance(s), the existence of **Force Majeure** circumstance(s) shall be confirmed by an authorised body determined by the **Legislation**.

6.5. If the effect of **Force Majeure** circumstance(s) lasts for more than 30 (thirty) calendar days after the respective **Party** receives a notification of the **Force Majeure** circumstance(s) or an opinion of the appropriate authority confirming the existence of **Force Majeure** circumstance(s), within 15 (fifteen) calendar days after the expiration of the said timeframe of 30 (thirty) calendar days, the **Parties** shall make a decision regarding the **Agreement**, otherwise the **Agreement** shall be considered invalid.

6.6. In order to ensure complete and proper fulfilment of any matured or unmatured obligation/amount payable of the **Client** against Pay Unicard (including deriving from any contractual (including under this **Agreement**) and/or non-contractual relations between the **Client** and Pay Unicard, as well as from the claim acquired by Pay Unicard from a **Third Person**) and, respectively, to exercise its rights and claims by Pay Unicard, Pay Unicard shall have the right, upon its own discretion, without any further/additional consent and/or acceptance and/or information of the **Client**:

6.6.1. not to fulfil any obligation before the **Client**, including not to pay to the **Client** any amount payable, which will be included (deducted from), in the respective volume, in the obligation to be fulfilled/amounts to be paid by the **Client** to Pay Unicard. Pay Unicard is entitled to deduct liabilities even if the maturity period of one of the claims (the claim or Pay Unicard or the **Client**, respectively) has not expired at the moment of deduction; and/or

6.6.2. to deduct from the **Client's E-wallet**, without acceptance, all the liabilities/amounts payable and, if the liabilities/amounts payable and the amount available on the **E-wallet** are denominated in different currencies, Pay Unicard shall convert the money at the commercial exchange rate applicable at Pay Unicard on the date of payment, and deduct the conversion service fee, without acceptance, from the **E-wallet** as well, and use the converted amount for covering the liabilities/amounts payable.

6.7. Considering that Pay Unicard operates upon the **Client's Order**, during the provision of **Services**, the **Client** agrees to compensate and protect Pay Unicard from any damage, loss, court expenses, and any claim, action initiated or filed to court by the **Client** or a third party, as a result of which Pay Unicard may incur damage or loss. The **Client** shall also compensate and protect Pay Unicard from any damage resulting from the use of **Services** determined by the **Agreement** (including, without any limitation, the **Remote Services**) or the damage resulting from a **Transaction** conducted through such **Services** (including, without any limitation, the **Remote Services**); the **Client** recognises that the **Transaction** shall be conducted according to the **Orders** and authorisation given to Pay Unicard under the agreement.

6.8. The **Client** represents and agrees that he/she may have to sign additional agreements, representations or other similar documents on the compensation of damages and to fulfil it/them, especially in connection with the **Transactions** that have been conduced using the **Access Codes**. Such additional agreements, representations or other similar means shall be added to and shall not exclude the conditions regarding the compensation of damages set forth herein.

6.9. Irrespective of the provisions of the **Agreement**, Pay Unicard shall not be liable against the **Client** for any loss or damage that has been indirectly incurred in relation to this **Agreement**, including Pay Unicard shall be exempted from any liability for any loss or damage, the loss of profit, business, income or planned savings, which are related to the **Services** determined by the **Agreement**.

6.10. The provisions of this article shall remain in force even in the case of termination of the **Services** determined by the **Agreement**, until the **Parties** fully fulfil their obligations undertaken under the **Agreement**.

7. Communication Between the Parties

7.1. Communication between the **Parties** shall be carried out in writing or verbally if the communication is carried out through the call centre of Pay Unicard or other communication means determined by Pay Unicard, the data of which are published on the **Website**, and/or in any other form acceptable to Pay Unicard.

7.2. In the case of written communication, a notification shall be sent to the **Party** to the contact details specified in the **Agreement,** personally, by a courier (including registered mail and/or a legal courier), e-mail, cellular communication means (a short text message) and/or other means of communication further determined by Pay Unicard, considering that:

7.2.1. a notification, sent by the **Client** to Pay Unicard personally and/or by a courier, shall be considered delivered on the day of registration of the notification at the administrative office of Pay Unicard, and in the case of sending the notification to an e-mail address – on the day Pay Unicard sends to the **Client** the acknowledgement of delivery;

7.2.2. a notification, sent by Pay Unicard to the **Client** by a courier (including by a registered mail and/or a legal courier, shall be considered delivered on the day of delivery to the **Client**, and in the absence of acknowledgement of delivery, on the following calendar day after delivering the notification to any person at the **Client's** address;

7.2.3. A notification, sent by Pay Unicard to the **Client** by e-mail shall be considered delivered on the day of receiving a delivery receipt from the **Client's** e-mail server (a notification on registration at the addressee's e-mail). In the case of absence of such a delivery receipt – on the following calendar day;

7.2.4. a notification, sent by Pay Unicard to the **Client** by cellular communication means (a short text message) and/or other means of communication further determined by Pay Unicard, shall be considered delivered on the day of sending the notification, and in the case of publication of the information on the website of Pay Unicard – on the day of publication of such information.

7.3. If the **Client** fails to notify Pay Unicard in advance of changing any contact detail (including any detail specified in the **Agreement**) and/or refuses personally or through a contact person to receive a notification sent on the basis of the **Agreement**, or if the sent notification cannot be delivered to the **Client** due to his/her absence at the specified address twice consecutively, any such notification sent by Pay Unicard shall be considered delivered on the following day of sending the notification.

7.4. Communication between the **Parties** shall be carried out in Georgian language and, at the same time, **Pay Unicard** is authorised to communicate with the **Client** in another language acceptable to the **Client**.

7.5. **Pay Unicard** is authorised to communicate with the **Client** for various purposes. Therefore, a notification (both written and verbal) intended for the **Client** may: (a) be of informative/transactional nature (for example, information on the transactions conducted on the **Client's E-wallet**, provision of **Access Codes** to the **Client**, etc.), (b) be of contractual-obligatory nature (for example, a warning on the arrears, a demand to fulfil one's obligations, etc.), (c) be of marketing nature and/or have the content determined by the **Legislation**.

7.6. Other communication terms shall be governed by Paragraph 10.13 of Article 10 of this **Agreement**.

8. Confidentiality and Personal Data

8.1. The **Client** is aware and agrees that, during using the services of **Pay Unicard** and also after the completion of the contractual relations, **Pay Unicard** is authorised to process the **Client's** data, including the **Client's** personal data determined by the legislation according to the rules and conditions determined by the **Agreement** (including by an unequivocal **Representation**) and the **Legislation**.

8.2. By agreeing to this **Agreement**, the **Client** agrees that, in addition to the data (specifically: name, surname, photo, ID number or document number of a citizen, date of issue, issuing country, issuing authority and validity period, address, citizenship, date of birth, photo, sex, place of birth, registration and actual address) determined by the **Legislation**, **Pay Unicard** may also process the following data about the **Client**: a mobile phone number, an apartment phone number (as an alternative means of communication), an e-mail, Client Facsimile (Signature Sample) the areas of interest, Client behavior characteristics such as logins (to email/wallet with date and time, the browser/device the client logged in from, types of performed actions and any other access/action performed on another server), the **Clients'** segmented data, which are filtered according to the following data: age, gender, the number of **Transactions** conducted at **Pay Unicard** through **Remote Service Channels** and the number of **Transactions** conducted at trade/service facilities, the amount of the provided **Services**, place of residence, district, and/or other behaviour and recorded data of the **Client**, also to keep and process the statistical data within the payment services of **Pay Unicard**, in order to plan and implement communication with the **Client** and various service offers (including offers tailored to the **Client's** wishes and needs) and campaigns, to improve the **Service** quality and to plan and implement new projects.

8.3. Processing of data by **Pay Unicard** shall, without any restriction, include any action performed with the data using automatic, semi-automatic or non-automatic means, in particular, obtaining, collecting, recording, capturing on a photo, audio recording, video recording, organising, storing, editing, restoring, requesting, using or disclosing (including request for and/or disclosure of information by transmission, dissemination or otherwise making available of the data), grouping or combining, blocking, deleting or destructing the **Client's** data.

8.4. Processing of the **Client's** data by **Pay Unicard** in the electronic channels (including, without limitation, the web browser, **Website**, mobile applications of **Pay Unicard**, ATMs and/or other technical means and channels of data transfer and receipt) shall also include recording of the **Client's** activity (for example, identification of the **Client's** location when using the electronic/remote channel, description and analysis of the data entered in the search box, recording and analysis of the information displayed on the **Website**, including the frequency of **Service** selection and/or any other statistical data (including so-called 'cookies'), and/or use of other data entered by the **Client** (for example, the contact data of the **Client** and/or a **Third Person**).

8.5. **Pay Unicard** may process the **Client's** personal data for different purposes, including, without limitation:

8.5.1. for complete and proper provision of **Services**;

8.5.2. for analysing the **Client's** solvency;

8.5.3. for improving and developing **Services**, during which **Pay Unicard** shall analyse the **Client's** data, the statistical data, the **Clients'** segmentation, etc.;

8.5.4. for preparing and presenting various reports, researches and/or presentations;

8.5.5. for ensuring security, and for detecting and/or preventing fraud, money laundering or other crimes;

8.5.6. for marketing purposes, which implies periodic offering of their products/services by **Pay Unicard** and/or its **Partner Organisations** (including unequivocally by **Unicard**).

8.6. The **Client** entitles **Pay Unicard** to send to the **Client's** phone number, e-mail or other contact address, stored at **Pay Unicard**, short text messages, audio and/or other advertising messages (direct marketing), at the periodicity determined by **Pay Unicard**, for segmented as well as non-segmented **Clients,** until **Pay Unicard** receives other instructions from the **Client**. In the case of the **Client's** refusal to process his/her data for the purposes of direct marketing, **Pay Unicard** shall not responsible for any adverse consequence suffered by the **Client** as a result of the incorrect text of a short text message and/or incorrectly specified operator's number.

8.7. The **Client** entitles **Pay Unicard** to transfer and/or disclose the **Client's** personal data, available for **Pay Unicard** (including the data of the segmented **Clients**) or other confidential information to the person(s) associated with **Pay Unicard** (including unequivocally to **Unicard**) for the purposes of implementation of various marketing offers and joint campaigns. In addition, the **Client** shall have the right to require from the associated person(s) the termination of processing of data for direct marketing purposes by means of the 'turn off-SMS' option provided in the notification.

8.8. In order to ensure security and to protect property and confidential information, also to ensure the quality control of **Services**, in compliance with the requirements of the Law of Georgia on Personal Data Protection, the external perimeter and entrance(s), and workplace(s) of the premise(s) of **Pay Unicard** offices may me monitored by means of the video surveillance and audio recording system(s), as well as video surveillance through ATMs or other electronic devices, and audio recording during the telephone communication with **Pay Unicard**.

8.9. The **Client** shall be appropriately informed about the ongoing video surveillance and audio recording at the **Pay Unicard** service points and during the communication with **Pay Unicard.** The **Client**, realising the necessity of video surveillance and audio recording, agrees to the processing of that data.

8.10. If the **Client** assumes that **Client's** data available to **Pay Unicard** are not true or are incomplete, he/she is obliged to immediately inform **Pay Unicard** in this regard in writing and/or through the **Pay Unicard** call centre.

8.11. Unless otherwise provided for by the **Legislation**, the **Client** shall not have the right to require from **Pay Unicard** to delete the **Client's** personal data available to **Pay Unicard**. In addition, if the **Client** requires blocking, deletion or destruction of any data determined by the **Legislation**, **Pay Unicard** shall have the right not to provide **Services** to the **Client**.

8.12. The Client authorises and agrees to the condition that **Pay Unicard** may transmit the Client's data to the agents, outsourcing and other servicing companies, as necessary in each specific case and in adequate proportion to the purpose of data processing, in order to properly provide payment and other services to the Clients.

8.13. The **Client** authorizes **Pay Unicard** and agrees that **Pay Unicard**, besides personal data defined by the legislation of Georgia, processes **Client's** photo/image; as well as other biometric data, if necessary. Also to request/obtain a photo of the **Client** from the Public Service Development Agency to check/compare the photos submitted by the **Client** to prevent further falsification or an attempt to falsify the identification document. In addition, the **Client** agrees that **Pay Unicard** directly, or through an authorized person, remotely takes photos and videos of the **Client** and check their accuracy for the purpose of identification and preventing further fraud. The **Client** also agrees that biometric materials obtained by the **Company** remotely to be deleted as soon as identification is completed.

8.14. The **Client** authorizes **Pay Unicard** to make information about **Client's** expenses accessible to **Unicard** in order to appropriately and in accordance with the established terms accrual **Unicard** points on the **Unicard Loyalty Card**.

8.15. The **Client** agrees and authorizes the **Company** to verify (and subsequently process) information about the **Client** in order to fulfill its lawful obligations with Public Service Development Agency.

8.16. The **Client** agrees and authorizes **Pay Unicard** to request financial information about the **Client** from the Revenue Service of the Ministry of Finance (www.rs.ge) in order to establish the **Client's** employment and income history of the last few months to qualify if the **Client** is eligible for a **Loan**.

8.17. The **Client** authorizes **Payunicard** to identify/verify the **Client** (both directly and through an authorized person, in particular through JSC "Identity and Trust Solutions" ID:405365215). The **Client** also agrees to the condition that **Payunicard** is authorized to receive and process the **Client's** personal data in order to establish a business relationship with the **Client** and provide payment services (including biometric data of the **Client** obtained during remote identification - **Client** facial identifiers obtained during the photo/video recording of the **Client's** ID/Passport or other identification document). Also, process the personal data contained in the abovementioned documents and check the accuracy of the data in relation to the data submitted by the **Client**. In addition, the **Client** agrees that the **Client's** data, including the photograph, will be stored on the Amazon server in the Federal Republic of Germany and the Republic of Ireland through JSC "Identity & Trust Solutions". It is known to the **Client** that the storage of **Client** data is carried out for a period established by law.

8.18. The **Client** agrees that **Payunicard** will link the **Client's** main Unicard Loyalty Card (**Unicard Loyalty Card** Account) to the **Client's Payunicard** account in order to make accrual/accumulation of **Unicard** points, use of **Unicard** points, extraction/check of the statement from **Unicard** and **Payunicard** profiles, check of the current balance of **Unicard** points as convenient as possible (in the same window) for the **Client**. Accordingly, the **Client** agrees that based on the **Client's** personal number **Payunicard** will periodically request from the **Unicard** Customer Database and in such a case, **Unicard** will immediately issue the current balance of points accrued on the **Unicard** Card registered in the same **Client's** name for the above purposes.

9. Term of Validity and Termination of the Agreement

9.1. These **Terms and Conditions** shall enter into force after the **Client** completes the relevant application and signs/confirms it by his/her consent in electronic form and transfers the application to **Pay Unicard** and **Pay Unicard** agrees to provide the **Services**. The consent of **Pay Unicard** shall be expressed by starting the provision of relevant **Services** to the **Client**.

9.2. The **Terms and Conditions** shall be effective for the period of validity of the **Services** and shall be valid until the termination of the **Services**, according to the procedure determined by these **Terms and Conditions**.

9.3. If **Pay Unicard** and/or the **Client** decide to terminate provision of a certain **Service**, the agreement on termination of the **Service** shall be effective only in relation to the specified **Service**.

9.4. Unless otherwise provided for by the **Agreement** or the **Legislation**, **Pay Unicard** shall have the right to terminate the entire **Agreement** at any time, upon its own discretion.

9.5. If the **Client** violates an important condition of the **Agreement** or if its solvency is under risk, **Pay Unicard** shall, by sending an appropriate notification, refuse the **Client** to provide services and shall annul the **Agreement**, **Payment Cards** and close the **Client's E-wallets**, annul the **Services** determined by this **Agreement** and require from the **Client** to completely repay the debt against **Pay Unicard** and/or to terminate the **Agreement**.

9.6. The **Client** shall have the right to annul the **Agreement** at any time, on the basis of a written notification sent to **Pay Unicard** 1 (one) month in advance. In addition, with the consent of **Pay Unicard**, the **Agreement** may be terminated earlier.

9.7. The **Client** acknowledges and agrees that **Pay Unicard** is authorised not to terminate the **Agreement** until the **Client** fully repays any and all debts owed to **Pay Unicard** (if any) and the **Client** shall not suspend the continuing **Transactions** (which includes, without limitation, a permanent payment order, automatic utility payments, repeated transactions and continuing authorisation, which was granted by the **Client** to the service or goods provider and which implies regular deduction of the amounts of money from the **Client's E-wallet**), that are conducted based on the **Client's Order** from his/her **E-wallet**.

9.8. If any of the **Parties** decides to terminate the **Agreement**: All **Payment Cards** given by **Pay Unicard** to the **Client** owner(s) must be returned to **Pay Unicard** and all the **Access Codes** must be annulled; the **Client** must pay to **Pay Unicard** all the amounts payable under the **Agreement**. In turn, **Pay Unicard** shall have the right to block the **Payment Cards** and/or to terminate the provision of **Services** determined by the **Agreement**, regardless of whether the **Client** fulfils the obligations provided by this paragraph.

9.9. The **Parties** shall be informed of the termination of the **Agreement** (if necessary) in any form of communication specified in Article 7 of these **Terms and Conditions**.

10. Governing Legislation and Resolution of Disputes

10.1. These **Terms and Conditions** shall be regulated by and interpreted in accordance with the **Legislation**.

10.2. Any dispute, objection, claim or complaint arising out of or in connection with this **Agreement**, or to the violation of this **Agreement** shall be resolved by negotiations between the **Parties**.

10.3. The **Clients**' complaints/claims are received every **Business Day**, from 11:00 to 17:00 through the following means: through the call centre: (+995 32) 2 555222, by e-mail: info@payunicard.ge, or in writing.

10.4. If **Pay Unicard** receives an oral complaint from the **Client** without the use of telecommunications, when it is not possible to resolve the **Client's** problem immediately, **Pay Unicard** shall offer the **Client** to submit his/her claim in material or electronic form, however, in this case the Client is obliged to record all the data **given in Clause 10.6**.

10.5. A complaint against a transaction performed by the **Client** does not imply an unconditional obligation of the **Provider** to indemnify the **Client** for the losses incurred as a result of such transaction. Each case of complaint against transaction made by the **Client** is considered individually in the light of practices established in the payment sector and applicable legislation;

10.6. In case the **Client** wishes to file a complaint in writing, the **Client** is obliged to prepare a complaint in the name of the director of **Pay Unicard**, where it is mandatory to indicate the following data/information: first name; surname; personal number/number of residence certificate/Georgian passport or other document provided by law (in case of foreign citizenship, the foreign passport number); date of complaint; the number specified during the payment; detailed description of the complaint and claim; contact details where the **Client** wants to receive a response to the complaint and contact phone. The complaint must be signed by the Client;

10.7. The **Client** is entitled to additionally 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** requests the **Client** to provide this information;

10.8. If the **Client's** complaint is not filed in accordance with the procedure provided for in Clause 10.6 of this Agreement or if the information provided by the **Client** is defective, and in the case the defect is not eliminated by the Client within the period specified by the **Provider**, the Provider will not consider the complaint;

10.9. Complaints /claims will be considered within 20 (Twenty) **business days** after its submission, unless **Pay Unicard** extends the deadline due to special and objective circumstances under a notice sent or otherwise provided to the **Client**, but in such a case the decision on the complaint and notification to the Client should not exceed 55 working days after receiving the complaint.

10.10. The parties hereby agree that any dispute arising out of or in connection with this Agreement shall be referred to a court (or the National Bureau of Enforcement of Georgia for simplified proceedings) if the total (value) amount of the dispute **is or Less Than 500 (Five Hundred) GEL** or equivalent in foreign currency (according to the official exchange rate set by the National Bank of Georgia for the date of filing the claim). The parties agree that in accordance with Part 1[1] of Article 268 of the Civil Procedure Code of Georgia, in case of satisfaction of the lawsuit filed by **Pay Unicard** related to this dispute (agreement), the decision made by the court of first instance shall be immediately enforced.

10.11. The parties agree that any dispute arising out of or in connection with this **Agreement** (including any dispute concerning the existence, validity and termination of the **Agreement** and / or the Arbitration Agreement) shall be referred to the Permanent Arbitration Center for Dispute Resolution DRC for review and final award, only if the total (value) amount of the subject matter of the dispute **Exceeds 500 (Fve Hundred) GEL** or the equivalent in foreign currency (according to the official exchange rate set by the National Bank of Georgia at the date of filing the claim). DRC's registration code is 204547348; legal address: 11 Office, 2nd Floor, #71, Vahza-Pshavela Ave., Tbilisi, web-site: WWW.DRC.GE. The place of arbitration shall be Tbilisi, Georgia.

10.12. In the event that at the time of filing the arbitration claim (claim), the above-mentioned arbitration "Dispute Resolution Center" DRC is liquidated suspended / terminated, the dispute shall be submitted to the court for consideration and final resolution.

10.13. The parties agree that communication between the parties, as well as between the parties (**Pay Unicard** and/or **Client**) and the Arbitration Institution - the Dispute Resolution Center, DRC (registration code 204547348), as well as between the parties and the court, can be done electronically via email. In this case, the notification shall be considered enforced if it is delivered to the party via email. The parties agree that any notice delivered to the e-mail address specified by the **client** in the "E wallet/Payment Card order application" or other application related to the same **agreement** shall be delivered to them and they shall not have any claim in this regard.

10.14. The supervisory body of **Pay Unicard** is the National Bank of Georgia, website address: www.nbg.gov.ge

10.15. The supervisory body shall in no way be responsible for the undue fulfilment of its obligations by **Pay Unicard**.

11. Changes and Additions

11.1. **Pay Unicard** is authorised, at any time, by publishing the relevant information on the **Website** and/or in any other form acceptable to **Pay Unicard**, unless otherwise provided for by the **Legislation**, without any additional consent and acceptance of the **Client**, to change any condition of the **Agreement** and/or of any product/service (which includes but is not limited to the volume and term of validity of any product, and/or the amount of the interest rate, interest proceeds, commission fee, overdue fee and/or other payables, and/or their accrual procedure and/or maturity). Such change shall be binding for the **Client** from the **Business Day** following the day of its publication, unless otherwise specified by **Pay Unicard** and/or by the **Legislation**.

11.2. If the change/addition of the **Agreement** is made in favour of the **Client** and/or does not worsen the **Client's** condition, and/or if the change/addition applies to the new payment services that do not replace and/or change the payment services determined by the **Agreement**, **Pay Unicard** is not obliged to notify the **Client** of such change/addition.

11.3. If the timeframe for prior notification is envisaged before the entry into force of the change/addition determined by the **Legislation**, any such change/addition shall be considered as agreed with the **Client** if the **Client** does not notify **Pay Unicard**, before the into force of the change/addition, that he/she does not agree with the change/addition.

11.4. Any change and/or addition made to the **Agreement** shall be an annex to the **Agreement** and shall constitute its integral part.

12. Final Provisions

12.1. These **Terms and Conditions** (together with the **Annexes**) are integral part of the **Agreement** between the **Client** and **Pay Unicard** and shall apply together with the **Agreement**.

12.2. Upon the request of **Pay Unicard**, the **Client** is obliged to provide to **Pay Unicard** any requested additional information and/or document within the reasonable period of time determined by **Pay Unicard**.

12.3. If any article(s), paragraph(s) and/or sub-paragraph(s) of the **Agreement** are declared void/invalidated under the legislation, the remaining article(s), paragraph(s) and/or sub-paragraph(s) shall maintain their legal force.

12.4. The **Client** is not authorised, without the prior written consent of **Pay Unicard**, to concede, fully or partially, to the **Third Persons** the rights granted and/or the obligations undertaken under the **Agreement**. In addition, in spite of this condition, **Pay Unicard** is authorised to receive from the **Third Persons**, upon its own discretion, the fulfilment of the obligations determined by the **Agreement**.

12.5. **Pay Unicard** is authorised to concede/transfer to the **Third Persons**, at any time, the rights and/or obligations determined by the **Terms and Conditions**. In addition, if **Pay Unicard** exercises or plans to exercise the right determined by this paragraph, **Pay Unicard** shall have the right to transfer to the **Third Persons** the confidential information on the **Client** and/or the **Client's E-wallet**, without any limitation.

12.6. The **Agreement** shall be governed by and interpreted in accordance with the **Legislation**. In the cases, which are not determined by the **Agreement**, the **Parties** shall be guided by the respective norms established by the **Legislation** and/or by additionally agreed conditions. In addition, the **Parties** agree that the place of fulfilment of the **Agreement** shall be the legal address of **Pay Unicard**.

12.7. If the **Client** violates the obligations deriving from the **Agreement** and/or the **Legislation**, the failure of **Pay Unicard** to exercise its right(s) shall not be considered as the grounds for waiver of the right to claim and, at the same time, the failure of **Pay Unicard** to exercise such right(s) shall not be considered as the grounds for waiver of the right to claim, originating from any future violation of the **Agreement** and/or the **Legislation**.

12.8. The article(s), paragraph(s) and/or sub-paragraph(s) of the **Agreement** are numbered and titled, and the words in bold are given for the convenient understanding of the content of the **Agreement** and shall not affect the interpretation of the **Agreement**.

12.9. These **Terms and Conditions** shall prevail over any agreement and contract concluded between the **Parties** on the same subject so far. In the event of any contradiction between the **Terms and Conditions** and their **Annexes**, the conditions of the **Annexes** shall prevail.

12.10. The **Agreement** is drawn up in Georgian language. By agreement of the **Parties**, the **Agreement** may be additionally concluded in another language. In that case, the **Agreement** drawn up in Georgian language and its terms and conditions shall prevail over the **Agreement** drawn up in another language and its terms and conditions.

Annex No1
Commission Fees/Tariffs and Spending Limits

a) E-wallet and Card Service Rates Are Available When Choosing the Card Type

- Rates and transaction limits are available on Pay Unicard's website www.payunicard.ge
- Information about accrual rules of loyalty points and cashback is available on Pay Unicard's website www.payunicard.ge

b) Electronic Wallet and Card Transactions

"PayUnicard" Account	Available Operations
E-wallet Account	- Money transfers from "PayUnicard" or other bank card - Money transfers from bank account - Cash deposit from service centers and self service terminals - Money transfers between "PayUnicard" wallets - Money transfers between "PayUnicard" client's e-wallet and card - Money exchange
Card Account	- Cash Deposit - Money transfers between "PayUnicard" e-wallet and card - Money transfers between "PayUnicard" cards - Monet transfers from 'PayUnicard' and other bank cards - Money transfer from bank account - Payments at the shopping malls - E-commerce transactions - Cash out from ATMs - Money exchange

Note: one e-wallet and two "PayUnicard" Visa cards are allowed per client to own at the same time.

Annex No2
E-wallet Services

1. **Opening the E-wallet**

1.1. The **Client**, who has been identified and verified by **Pay Unicard** according to the procedure established by the **Legislation**, shall have the right to use the **W-wallet** of Pay Unicard.

1.2. **E-wallet** can be opened in the **Pay Unicard** system through various channels offered by **Pay Unicard** to the **Client**, including the **Website**, the **Pay Unicard** mobile application, the service points of **Pay Unicard**, **Pay Unicard** and/or the partner organisations of **Pay Unicard**.

1.3. The **Client** shall have the right to use one **E-wallets**, to determine their classification and the priority of using **E-wallet** in accordance with the **Agreement**.

1.4. The funds in GEL, USD and EUR shall be deposited on the **E-wallet** in the corresponding equivalent in **Electronic Money**. The funds deposited on the **E-wallet** shall be converted into **Electronic Money** issued by Pay Unicard in the following proportions: GEL 1 (one) – 1 (one) electronic money unit in GEL, USD 1 (one) – 1 (one) electronic money unit in USD, EUR 1 (one) – 1 (one) electronic money unit in EUR. If **Pay Unicard** allows the **Client** to deposit funds in another currency on the **E-wallet**, 1 (one) unit of currency shall be 1 (one) unit of e-money in the corresponding currency;

1.5. **Electronic Money** is issued on the basis of and in accordance with the **Legislation**.

1.6. The **E-wallet** and the **Electronic Money** deposited on it belongs only to the **Client**, who is registered and accounted by **Pay Unicard** as the holder of the **E-wallet**. The **Client** shall not be authorised to transfer the **E-wallet** to a **Third Person**.

2. **Conditions for Using the E-wallet**

2.1. Depositing **Electronic Money** on the **E-wallet Account** and making it available to the **Client**, as well as cashing out the **Electronic Money** shall be ensured by **Pay Unicard** immediately after the **Client** deposits money on his/her **E-wallet in Pay Unicard**.

2.2. Unless otherwise provided for by the **Agreement**, **Electronic Money** may be deposited on/transferred from the **E-wallet**:

2.2.1.by transferring funds from a bank account to the single account of **Pay Unicard** or directly to the **E-wallet**;

2.2.2.through the internet bank of a **Partner Organisation**;

2.2.3.from the **E-wallet** of a **Partner Organisation**;

2.2.4.from another **E-wallet** of **Pay Unicard**;

2.2.5.to the **Payment Card** connected to the **E-wallet** from another **Payment Card** (P2P transfer);

2.2.6.from the self-service terminal owned by a **Partner Organisation**;

2.2.7.from the service point of **Pay Unicard** and/or **Partner Organisation**;

2.2.8.by depositing the money transferred from a **Partner Organisation** on the **E-wallet**;

2.2.9.by other means offered to the **Client** by **Pay Unicard**.

2.3. In the case of depositing/transferring **Electronic Money** to the **E-wallet**, **Pay Unicard** shall have the right to request certain information from the **Client**, including the specification of the **E-wallet** and/or personal number.

2.4. Funds may be withdrawn from the **E-wallet**:

2.4.1.through the service points of **Pay Unicard**;

2.4.2.through the service points of the **Partner Organisations**.

2.5. Funds may be transferred from the **E-wallet**:

2.5.1.to the account specified by the **Client**, by contacting the **Pay Unicard** operator, via the **Website** and/or mobile application of **Pay Unicard**;

2.5.2.by transferring from the **Payment Card** connected to the **E-wallet** to another **Payment Card** (P2P transfer);

2.5.3.to the **E-wallet** accounts of **Partner Organisations** through the **Website** and/or mobile application of **Pay Unicard**;

2.5.4.by transferring to the **Partner Organisations**.

2.6. The following operations may be also performed from the **E-wallet**:

2.6.1.payment of utilities at the **Partner Organisations**;

2.6.2. using the funds for the repayment of accounts payable to the **Partner Organisations**.

2.7. Payment of money to the **Partner Organisations** via the QR technology.

2.8. The **Client's E-wallet** may be refilled and/or the funds may be transferred from the **E-wallet** within the framework of the automatic **Order**, and the content and conditions of the automatic **Order** shall be determined by the **Client** in his/her **Application** submitted to **Pay Unicard**.

2.9. Upon the **Client's** request, **Pay Unicard** shall be authorised to convert the **Electronic Money** available on the **Client's E-wallet** into GEL, USD and EUR, at the commercial exchange rate established by **Pay Unicard** and according to the rules and conditions set by **Pay Unicard**.

2.10. Accounting for and/or administering the **Electronic Money** available on the **E-wallet** shall be carried out on the basis of the **Client's Order,** as well as on the basis of the **Order** of a **Third Person**, upon the consent of the **Client**. The **Client** may issue an **Order** by any means provided for by these terms and conditions and/or determined by **Pay Unicard**.

2.11. The **Client** authorises **Pay Unicard** to receive and to act in accordance with his/her **Order**, given by the **Client** to **Pay Unicard** in writing and/or through the **Remote Service Channel.**

2.12. The time of receipt of the **Order** shall be moment when **Pay Unicard** receives the **Order**, regardless of the date of its initiation.

2.13. If the **Order** has been initiated on a non-business day, it shall be considered received on the following **Business Day.** In addition, the **Order** submitted after 18:00 on the **Business Day** shall be considered received on the following **Business Day.**

2.14. **Pay Unicard** shall fulfil the order within 2 (two) **Business Days** after the submission of the **Order** to **Pay Unicard**, unless otherwise provided for by the **Agreement** and/or the **Legislation**.

2.15. The **Order** on the money transfer **Transaction**, for its proper fulfilment, shall include the details established by the **Legislation**.

2.16. In case of submitting an electronic payment **Order**, the **Client** must submit the following details for complete and proper fulfilment of the **Order**:

2.16.1. the name and surname of the payer;

2.16.2. the number of the **E-wallet**, from which the **Order** is to be fulfilled;

2.16.3. the address or number of the identity document/passport, or the identification number or date and place of birth of the payer;

2.16.4. the amount and currency of funds;

2.16.5. the title/name and surname of the recipient;

2.16.6. the payer's account number;

2.16.7. other details additionally determined by the **Legislation** and/or **Pay Unicard**, which may be characteristic to the type of the **Order**.

2.17. In order to conduct a **Transaction**, it is necessary that the **Client** and **Pay Unicard** sign the **Order**, except for an electronic **Order**.

2.18. **Pay Unicard** is authorised not to accept the **Order** for fulfilment and/or to refuse the fulfilment of the **Order**:

2.18.1. if the **Order** does not comply with the requirements established by the **Legislation** and/or the rules and procedures established by **Pay Unicard** (including the conditions established in agreement with **Partner Organisations**);

2.18.2. if the **Order** includes inaccurate information;

2.18.3. if, for the fulfilment of the **Order**, the amount of **Electronic Money** available on the **E-wallet**, including the **Commission Fee**, is not sufficient for fulfilling the **Order**;

2.18.4. if the transaction exceeds the limits set by **Pay Unicard**;

2.18.5. if the **Electronic Money** available on the **E-wallet** is subject to the public-law restriction;

2.18.6. if there is a suspected fraudulent or unlawful act;

2.18.7. if there are other shortcomings/circumstances that make it impossible to fulfil the **Order**.

2.19. The **Client** shall be fully responsible for the accuracy and completeness of the **Order/Order Details** given by the **Client** to **Pay Unicard,** and for its compliance with the **Client's** will/intention.

2.20. The **Client** shall be responsible for all **Transactions** that are conducted through the **E-wallet**, before or after closing the **Electronic Money**.

2.21. In order to ensure proper authorisation of the **Transaction** of depositing funds on the **E-wallet**, **Pay Unicard** shall be authorised to require from the **Client** to perform additional actions in accordance with form and content of the **Transaction** to be conducted and/or the requirements established by the **Legislation** and/or the **Partner Organisations**.

2.22. If, the **E-wallet** number is not specified upon the submission of the **Order** by the **Client**, the funds to be transferred under the **Order** shall be deposited on any **E-wallet** of the **Client**, taking into account the currency, or according to the priorities determined in advance by the **Client**, if any, on a respective **E-wallet**. If it is necessary to convert the currency of the deposited funds, taking into consideration the priority of the **E-wallet**, the conversion shall be carried out at the commercial exchange rate determined by **Pay Unicard**.

2.23. **Electronic Money** deposited on the **E-wallet** is indefinite, but no interest shall be accrued on the **Client's** balance.

2.24. **Electronic Money** deposited on the **E-wallet** belongs to the **Client**, who is registered as the owner of the **E-wallet**. The **Client** shall not have the right to transfer his/her **E-wallet** to another **Third Person** or otherwise transfer to any **Third Person** any claim regarding the **E-wallet.**

2.25. Withdrawal/transfer of funds from the **E-wallet** involves withdrawal/transfer of funds from the account of **Pay Unicard** in accordance with the **Client's Order**, in the amount and equivalent to the currency of the **Electronic Money** available on the **Client's E-wallet**; the **Transaction** shall also include the amount of the **Commission Fee**, the payment of which is imposed on the **Client** for the fulfilment of a certain **Transaction**.

2.26. If the **Client** finds out that **Transactions** have been conducted on the **E-wallet** without his/her consent/confirmation, he/she is obliged to immediately apply to **Pay Unicard** in this regard. **Pay Unicard** shall have the right to require from the **Client** to file a written complaint regarding the **Transaction**, and the liability of **Pay Unicard** shall be determined in the following manner.

2.27. **Pay Unicard** shall be responsible for the damage if a **Transaction** is not conducted by its intentional fault or if a **Transaction** is conducted incorrectly or by violation of the timeframe. In this case, **Pay Unicard** is ready to reimburse to the **Client** the incurred direct damage except for the following cases:

2.27.1. if a **Transaction** is conducted by violation of the security requirements set by the **Client** under the **Agreement**;

2.27.2. if the **Client** fails to timely notify **Pay Unicard** of the loss of the **Access Code** or of any other event that may affect the security of the **Client's E-wallet**, once the **Client** learns about that fact, the responsibility for the loss incurred before the moment of notification shall be imposed on the **Client**;

2.27.3. if an unauthorised **Transaction** is conducted as a result of intentional or negligent disclosure of the **E-wallet** data by the **Client**, only the **Client** shall be responsible for all the incurred loss;

2.27.4. if more than 40 (forty) days have elapsed after conducting an unauthorised **Transaction** or if the **Client** has violated the obligations undertaken under the **Legislation** and/or the **Agreement**;

2.28. For the administration of the **E-wallet, the Client** is obliged to pay the **Commission Fee** in the amount specified in **Annex No 1 to the Terms and Conditions.**

3. **Rights and Obligations of the Parties**

3.1. **Pay Unicard** shall have the right:

3.1.1. to conduct transactions on the basis of the **Client's Orders**. Also, to conduct **Transactions** without an **Order** in the cases determined by the **Legislation** and the **Agreement**, and to transfer the respective amounts from the **Client's E-wallet** to the account(s) of the **Client's** creditors and/or other **Third Persons;**

3.1.2. to block/deduct the specified amount of **Electronic Money** from the **Client's E-wallet**, taking into consideration the received **Order** and/or for ensuring the fulfilment of the **Client's** obligations;

3.1.3. to set certain limits on the **Transactions** conducted by the **Client** and to change those limits periodically at its own discretion;

3.1.4. to receive from the **Client** and to give to the **Client**, or to give on behalf of the **Client** the cash, and to exchange the cash for the **Electronic Money**;

3.1.5. to provide to the **Client**, upon his/her request, an extract from the **E-wallet** for the **Commission Fee** determined by the rates applicable at **Pay Unicard**; within 5 (five) **Business Days** after receiving the extract, if no complaint is received from the **Client**, the accuracy of the information contained therein shall be considered confirmed.

3.1.6. if, at the moment of conducting a **Transaction**, the funds available on the **E-wallet** are not enough for making the payment, to suspend the **Transaction** or to withheld authorisation for it, upon its own discretion;

3.1.7. to close the **E-wallet** if the **Client** violates the terms and conditions;

3.1.8. to require from the **Client** the refund of the amount transferred/referred to by mistake or to deduct, without acceptance, from the **Client's E-wallet** the amount transferred/referred to by mistake, and to impose fine on the **Client** for using that amount/part of that amount, in the amount of 0.5% of the used amount for each day of use of that amount;

3.1.9. according to the tariffs applicable in **Pay Unicard**, to deduct from the **Client's E-wallet**, without acceptance, the **Commission Fee** determined for conducting the **Transactions** and for servicing the **E-wallet**, and other fees payable under the **Legislation**;

3.1.10. to engage the **Client**, upon its your discretion, in various promotions and loyalty programmes, including unequivocally in the **Unicard's** promotions and loyalty programmes;

3.1.11. to close the **Client's E-wallet**, without prior notification to the **Client**, that meets all of the following conditions:

3.1.11.1. there is no turnover on the **E-wallet** for at least last 6 (six) months;

3.1.11.2. there is no **Electronic Money** balance on the **E-wallet**;

3.1.11.3. the **Commission Fee** for servicing the **E-wallet** has not been paid/covered or at least last 6 (six) months;

3.2. The **Client** is obliged:

3.2.1.in the case of using the amounts of money transferred/referred toby mistake, to refund that money to **Pay Unicard** and to pay a fine in the amount of 0.5% of the amount used, for each day of its use, upon the request of **Pay Unicard**;

3.2.2.to undertake responsibility for the correctness of filling in the **Application/Order** and to notify **Pay Unicard**, in writing and/or in any other form acceptable to **Pay Unicard**, within 5 (five) **Business Days**, of all changes in the information specified therein and/or provided to **Pay Unicard**;

3.2.3.to pay all **Commission Fees** determined by **Pay Unicard** for conducting **Transactions** in accordance with the tariffs applicable in **Pay Unicard**.

4. **Closing the E-wallet**

4.1. **Pay Unicard** shall have the right to require from the **Client**, at any time and by any means, to close the **E-wallet** and to determine, in that request, the timeframe for closing the **E-wallet**. If, after the expiration of the timeframe, the **Client** fails to close the **E-wallet**, **Pay Unicard** shall have the right not to receive payments on the **E-wallet** and/or to suspend/block **Transactions** and to require from the **Client** to refund the balance available on the **E-wallet**.

4.2. If there is a balance on the e-wallet at the moment of closing it (if there is no current debt), **Pay Unicard** shall allow the **Client** to cash out the **Electronic Money** within a reasonable period of time. Before fully cashing out the **Electronic Money** balance, the **Client** is obliged to pay to **Pay Unicard** the appropriate **Commission Fee** for the services of the **E-wallet**.

4.3. The **Client's** obligations before **Pay Unicard**, which have originated before closing the **E-wallet**, shall be effective until their full and proper fulfilment by the **Client**.

Annex No 3

Payment Card Services

1. **Payment Cards Emitted by Pay Unicard**

1.1. **Pay Unicard** emits various types of **Payment Cards** for prepayment, taking into account the following main features:

1.1.1.**Payment Cards** that are given to unidentified **Clients** have the following conditions:

- **Payment Cards** shall not operate in e-commerce channels;
- **Payment Cards** shall not allow to convert the electronic money into cash - cash withdrawal;

1.1.2.**Payment Cards** that are given to identified/verified **Clients** have the following conditions:

- **Payment Cards** shall allow to convert the electronic money into cash - cash withdrawal;
- **Payment Cards** shall allow to conduct service and goods purchase transactions, including through the e-commerce channels;
- **Payment Cards** may be refilled on a multiple basis.

1.2. Other features of the **Payment Cards**, including limits, replenishment frequency, etc. shall be determined by **Annex No 1 to the Terms of Conditions.**

1.3. Taking into consideration the **Payment Cards**, the main features specified in **Annex No 1.1 to the Terms of Conditions** and the rules specified in **Annex No 1 to the Terms of Conditions**, the following transactions may be conducted:

- Withdrawal of cash from the ATMs;
- Procurement transactions at retail facilities;
- Procurement and online payment transactions through electronic channels and e-commerce (for the identified **Clients** within the limits established by the **Legislation**);
- **Cashback** - return of part of the amount from the transaction made with a payment card to the payment card;
- **Reversal** – termination of authorization operation automatically or at the initiative of the merchant, which is not accompanied by financial entry;
- **Refund** – return of money to the **Client's** wallet after the debit transaction.

2. **General Conditions for Using Payment Cards**

2.1. The **Client** shall have the right to use the **Payment Cards** emitted by **Pay Unicard**, which is the card instrument for administering the **Client's E-wallet**;

2.2. The use of the **Payment Cards** shall be regulated by the **Legislation** and the conditions of the license agreements concluded between **Pay Unicard** and international payment systems – VISA and MasterCard.

2.3. In order to receive a **Payment Card**, the **Client** must submit to **Pay Unicard** an appropriately completed and certified **Application** in the form determined by **Pay Unicard**.

2.4. A **Payment Card** is the property of **Pay Unicard**. A **Payment Card** shall be valid until the end of the month indicated on the **Payment Card.**

2.5. **Pay Unicard** shall have the right, without the consent and/or acceptance of the **Client**, to deduct the **Commission Fee** for making a **Payment Card** from the **Client's E-wallet.**

2.6. **Pay Unicard** shall transfer a **Payment Card** (together with the **Access Code** (PIN code) placed in the sealed envelope and/or sent via a short text message to the mobile phone number specified in the application and/or in other electronic form determined by **Pay Unicard**) for conducting the **E-wallet Transactions**. A **Payment Card** is the property of **Pay Unicard**.

2.7. **Payment Cards** shall be emitted with passive status. A **Payment Card** shall be activated in the ATM, through a PIN-protected **Transaction** or by the **Pay Unicard** operator at the **Pay Unicard** service points, at the moment the **Client** deposits money on the account and receives the **Payment Card.**

2.8. The **Electronic Money** available on the **Payment Card** may be administered within the limits set by **Pay Unicard**.

2.9. In the case of using the **Payment Cards** for e-commerce (the **Payment Cards** for which the use of e-commerce is permitted), the 3D secure service of VISA and MasterCard may be activated.

2.10. Once the **Client** conducts a **Transaction** using a **Payment Card,** he/she may not request **Pay Unicard** to suspend the **Transaction**.

2.11. **Payment Cards** shall be co-branded with the **Unicard's** loyalty system and for using them:

2.11.1. the **Clients** shall receive the **Unicard** points and discounts typical for the **Unicard** Card, which shall be registered in the **Unicard's** loyalty system independently and shall not be connected to the **E-wallet**;

2.11.2. the **Clients**, identified in terms of the **Payment Cards** connected to the **E-wallet**, may receive cashback from the turnover of the **E-wallet Transactions**, which they may spend at any retail facility.

2.12. **Payment Cards** may be also jointly branded with the **Unicard's Partner Organisations** and/or other **Third Persons**.

2.13. If, within 6 (six) months after making a **Payment Card**, an authorised owner fails to appear at the service point of **Pay Unicard** to take the **Payment Card**, **Pay Unicard** shall have the right to annul the **Payment Card**. In such case, the **Commission Fee** for making/servicing the **Payment Card** shall not be reimbursed to the **Client**.

2.14. In the case of expiration of the **Payment Card**, the **Payment Card** shall be automatically annulled.

2.14.1. The **Client** shall immediately contact **Pay Unicard** or visit the service points of **Pay Unicard** personally in order to block a **Payment Card**, if the **Payment Card** has been stolen or lost, or if the **Client** suspects that someone knows his/her PIN code or other access code. A **Payment Card** may be blocked if the owner **Client** of the **Payment Card** is identified/verified in accordance with the **Legislation** and the **Agreement**.

2.14.2. A **Payment Card** may be blocked on the basis of the **Client's** written and/or electronic (the **Website** of **Pay Unicard** and an online/mobile application of **Pay Unicard**) and/or verbal (including through the call centre of **Pay Unicard**) application/notification. A **Payment Card** shall be unblocked in accordance with the application/notification of the **Client** received through the channels/means determined by this paragraph.

2.15. In the case of losing a **Payment Card**, **Pay Unicard** shall, upon the request of the **Client**, restore the lost **Payment Card** and/or make a new one, upon its own discretion, and the **Client** is obliged to pay the **Commission Fee** for restoring/making the **Payment Card.**

2.16. **Pay Unicard** shall have the right:

2.16.1. if necessary, replace a **Payment Card** with a new one during the term of validity of the **Payment Card**;

2.16.2. send a notification to the authorised owner requesting the return of the **Payment Card** to **Pay Unicard** if, during the **Transaction**, a reasonable doubt has arisen that the **Payment Card** is used for unlawful actions;

2.16.3. in the case of receipt of the **Client's** notification on the loss and/or theft of a **Payment Card**, to deduct from the **Client's E-wallet** (if any) or block the amounts equivalent to the **Transactions** conducted with the **Payment Card** from the period of losing the **Payment Card** to the submission of a respective written or verbal notification to **Pay Unicard**;

2.16.4. in the case of violation of the **Agreement** by the **Client**, also in the case of insolvency of the **Client**, to suspend or terminate the **Payment Card** and to take necessary measures for repayment of the **Client's** debt against **Pay Unicard**;

2.16.5. to suspend the **Payment Card** upon the detection of unlawful/unauthorised **Transactions** as well as upon the submission of the information by VISA, MasterCard and other relevant payment systems evidencing the unlawful use of the **Payment Card**;

2.16.6. upon its own discretion, without any justification, to refuse to the **Client** the issuance and/or restoration of the **Payment Card**;

2.16.7. in order to ensure the fulfilment of the obligation(s) undertaken by the **Client** under the **Agreement** or in the case of failure to fulfil and/or undue fulfilment of the obligations by the **Client**, to block any **Payment Card**/relevant **E-wallet**;

2.16.8. to deduct from the **E-wallet**, without acceptance, the amounts of the **Transactions** conducted by all **Payment Cards** issued to the **Client** and the **Transactions** presented by the banks and organisations through VISA and MasterCard payment systems, together with the **Commission Fees** applicable at **Pay Unicard**;

2.16.9. to annul a **Transaction** which is authorised but has not been paid yet, if **Pay Unicard** has appropriate evidence that the **Transaction** has been annulled;

2.16.10. to block a **Payment Card** if the **Access Codes** for using the **Payment Card** were used incorrectly once or more times.

2.17. The **Client** undertakes the obligation:

2.17.1. to regularly read and follow the general conditions and security rules of a **Payment Card** developed by **Pay Unicard**, also to strictly ensure the confidentiality of the **Access Codes**, which includes but is not limited to the **Client's** obligation not to store the **Access Codes** in such a form or on such material or electronic media, which enable their discrediting or disclosure, not to transfer the **Access Codes** to **Third Persons** and/or not to disclose the **Access Codes** in any other form;

2.17.2. to immediately notify **Pay Unicard**, under the conditions of the **Agreement**, if a **Payment Card** has been stolen or lost or if the **Client** suspects that someone knows his/her PIN code or other **Access Code**;

2.17.3. to keep all the documents of the **Transactions** conducted with the **Payment Card** and to submit them to **Pay Unicard** if any dispute arises;

2.17.4. in the case of finding a lost **Payment Card**, to return it to **Pay Unicard** immediately;

2.17.5. to conduct **Transactions** with the **Payment Card** in accordance with the respective conditions;

2.17.6. to pay all **Commission Fees** established at **Pay Unicard** for conducting **Transactions** as well as for servicing the **E-wallet** and **Payment Card** according to the rates applicable at **Pay Unicard** and, if necessary, to refund all the expenses related to the loss of the **Payment Card**;

2.17.7. to pay all **Commission Fees** established for the **Client** and/or **Pay Unicard** by the international payment systems for the **Transactions**, and the use of a **Payment Card**, and/or the **Commission Fees/Expenses** incurred within the scope of the dispute in the international payment system.

2.18. **Pay Unicard** shall not be responsible:

2.18.1. in the case of loss/theft of a **Payment Card**, for unauthorised **Transactions** conducted with the **Payment Card** before receiving a written and/or electronic and/or appropriate verbal application/notification;

2.18.2. for any illegal **Transaction** conducted with the **Payment Card**;

2.18.3. for blocking a **Payment Card** as a result of false notification;

2.18.4. for suspension of a **Payment Card**;

2.18.5. for any dispute arisen between the owner of the **Payment Card** and the VISA Direct or MasterCard MoneySend service provider banks/financial institutions;

2.18.6. for delayed, incorrect, wrong or non-conducted **Transactions** that are caused by international payment systems or technical reasons;

2.18.7. for the possible loss that may be incurred by the **Client** between the date of the **Transaction** conducted with the **Payment Card** and the date of reflection of the **Transaction** on the **Client's E-wallet** as a result of the change in the exchange rate.

2.19. The **Client's** complaints regarding **Payment Cards** and/or with **Payment Cards** shall be considered individually in accordance with the rules established by an appropriate international payment system (VISA, MasterCard, etc.), the **Agreement** and the **Legislation**.

2.20. Appeal of any **Transaction** by the **Client** shall not constitute an unconditional obligation of **Pay Unicard** to compensate to the **Client** the damages (losses) incurred as a result of such **Transaction**.

2.21. **Pay Unicard** shall not review the received complaint if, in the case of loss or damage of the **Payment Card**, an authorised owner violates the procedure of informing **Pay Unicard** as provided for by the **Agreement**;

2.22. The **Client** shall responsible:

2.22.1. for all (including unequivocally illegal) **Transactions** conducted with a **Payment Card**;

2.22.2. for the damage incurred if the **Access Code** or other information on the **Payment Card, E-wallet** and its owner(s) became known to a **Third Person** for reasons beyond the control of **Pay Unicard**;

2.23. The **Client** is obliged to compensate to **Pay Unicard** for the damage incurred as a result of violation by the **Client** of the conditions of this **Agreement**.

2.24. **Pay Unicard** is obliged to reimburse to the **Client** the amount of the unauthorised or incorrectly conducted payment **Transaction** if the **Client** applies to **Pay Unicard** within 40 (forty) calendar days after such unauthorised **Transaction** or if less than 180 days have elapsed after the incorrectly conducted **Transaction**, and the **Client** notified **Pay Unicard** of the incorrectly conducted **Transaction** within the shortest period of time after such information became known to him/her, and the **Client** has not violated any obligation undertaken under the **Legislation** and/or the **Agreement**.

2.25. The information on the loss or damage of the **Payment Card** may be provided to **Pay Unicard** via hotline, for 24 hours, on the following phone number: (+995 32) 2 555222.

2.26. For using a **Payment Card**, the **Client** is obliged to pay the **Commission Fee** in the amount specified in **Annex No 1 to the Terms and Conditions**.