

Pay Unicard Service Agreement

1. General Provisions

- 1.1 These **Terms and Conditions** shall govern the terms and conditions of using **Pay Unicard services** by **customers**;
- 1.2 These **Terms and Conditions** include a general part (General Provisions), which defines the general rules for using **Pay Unicard** products and services, and annexes, which determines the specific terms of using the **service**;
- 1.3 The **Terms and Conditions** for a specific customer shall take effect after the customer confirms his/her agreement to the **Terms and Conditions** in an application and/or in any other (including electronic) form acceptable to **Pay Unicard** and/or permitted by law; In addition, the norms of the annexes regulating the use of specific services shall come into effect for the customer along with the granting of the right to use the corresponding product/service;
- 1.4 These **Terms and Conditions** (including any annexes to these **Terms and Conditions**) coupled with the customer's application constitute an agreement between **Pay Unicard** and the customer.

2. Definitions

The terms and definitions used in these **Terms and Conditions** shall have the meanings set forth below:

- 2.1. **Pay Unicard** - payment services and electronic money provider - "Pay Unicard" LLC (trademark/commercial name - Pay Unicard) identification number: 404519455, legal/actual address: 3rd Floor, #71, Vazha Pshavela, Tbilisi, e-mail: infopay@unicard.ge; website: www.payunicard.ge; registration number: 0052-9;
- 2.2. **Authentication** - the procedure through which **Pay Unicard** establishes a customer's identity and/or the validity of the use of the payment card, which, among other things, includes checking the personalized security features used by the customer;
- 2.3 **Authorization** - the consent given by the customer to carry out a transaction in accordance with the legislation and the rules and procedures established by **Pay Unicard**;
- 2.4. **Statement** - information issued in the form and content determined by **Pay Unicard** and the Georgian laws, regarding the customer's transactions;
- 2.5. **Non-personalized payment card** – Visa/Mastercard and/or other system payment card on which the name and/or surname of the cardholder is not imprinted. Furthermore, the mentioned information is not recorded on the magnetic stripe and/or microchip;
- 2.6. **Application** - written or electronic/digital information created by **Pay Unicard** using a material document, electronic or other similar means(s), including remote service channels, and delivered to the customer, which is accepted by the customer in a form acceptable to **Pay Unicard** (e.g. by signature, by clicking a button, remotely marking the consent box, sending a document, transferring money, etc.), which confirms his/her (the customer's) will and is considered to have equal legal force to the customer's statement of consent/expression of will to the material document. Any such application shall constitute an integral part of the Agreement;
- 2.7. **Order** - a payment order given by the customer to **Pay Unicard** directly/physically and/or using remote service channels in accordance with the transaction implementation contract;
- 2.8. **Annex** – unless expressly provided otherwise in this Agreement, any Annex to the Agreement and/or Application (as the context may require) constitutes an integral part of the Agreement and operates together therewith.
- 2.9. **Remote services** - any **Pay Unicard** service or set of services provided for in this Agreement, which the customer can receive using remote service channels;
- 2.10. **Remote service channel** - various devices, software (including mobile and internet applications), electronic channel and/or telephone center (call center) defined by **Pay Unicard**, using which the customer is given the opportunity to request, agree and/or accept the services referred to in the agreement, including carrying out transactions and/or receiving service-related information without coming to **Pay Unicard** service points (the volume of services provided through the telephone center (call center) may be limited at **Pay Unicard**'s discretion, about which relevant information is provided to the customer);
- 2.11. **E-wallet** - a unique means of recording the customer's electronic money with the electronic money provider - **Pay Unicard**, the usage of which is regulated by the Agreement;
- 2.12. **E-money** - the nominal value of cash received from the customer for the purpose of carrying out payment transactions by **Pay Unicard**, which is stored and displayed electronically (including on a magnetic carrier) and is a means of payment recognized by third parties;
- 2.13. **Website** - **Pay Unicard**'s website www.payunicard.ge (**remote service channel**), through which the customer has the opportunity to receive services from **Pay Unicard**, and/or fill out an **application**;
- 2.14. **Legislation/Law** – valid legislative and sub-legal normative acts of Georgia and international treaties and agreements included in the system of normative acts of Georgia;
- 2.15. **Customer** - a natural person who meets the requirements stipulated by the law and the Agreement and whose identification/verification was carried out by **Pay Unicard** based on the application submitted by the customer to **Pay Unicard** directly/physically and/or through remote service channels and/or on the basis of the remote identification/verification procedure established by **Pay Unicard**;
- 2.16. **Third party** - any physical, legal person and/or organized entity, which is not a legal entity, except for the parties;
- 2.17. **Services** - any **Pay Unicard**'s services requested by the customer through the application, including operations and remote services, which include, but are not limited to opening and disposal of the customer's e-wallet, withdrawal/transfer of cash and/or their equivalent e-money, services with the customer's payment card, remittance transfer, currency conversion, services also include actions related to termination of use of **Pay Unicard** services by **Pay Unicard** for the customer;
- 2.18. **Party/Parties** - **Pay Unicard** and the Customer individually or collectively, as the context may require;
- 2.19. **Transaction** - any operation performed by the customer related to the e-wallet and/or payment card, including the use of a PIN or other access code;
- 2.20. **Partner organization** - any physical, legal person and/or organized entity, which is not a legal entity, with which **Pay Unicard** has a partnership relationship and whose list is posted on the website;
- 2.21. **Payment card** - a payment card (VISA, Mastercard, or other payment system card) issued by **Pay Unicard**, a means of payment connected to the customer's e-wallet and used by the customer in accordance with the terms and conditions stipulated in the Agreement;
- 2.22. **Commission** - fees charged by **Pay Unicard** to the customer for the services specified in the Agreement, the list of which is specified in the annex;
- 2.23. **Business day** - a day other than Saturday, Sunday and/or legal holidays;

- 2.24. **Unicard** - Universal Card Corporation LLC, legal address: 3rd Floor, #71, Vazha Pshavela, Tbilisi, identification number: 202461406; website - www.unicard.ge; information/telephone center number - (+995 32) 2 555 222. "Universal Card Corporation" LLC is a strategic partner of **Pay Unicard**;
- 2.25. **Force majeure** – natural disaster, fire, interruption of electricity supply, equipment failure, software damage, system and/or network failure/damage/disruption/limitation (including disconnection/limitation of internet services by providers) which for a specific period of time During and/or at a specific location, war action, administrative-legal act and/or other circumstances beyond **Pay Unicard**'s control and beyond its control, which: a) are not related to **Pay Unicard**'s errors and negligence, b) started or developed during the period and/or at a specific location, b) started or developed after entering into force, c) has a direct and immediate impact on the full and/or timely fulfillment of obligations under the agreement;
- 2.26. **Terms** - the present terms and conditions for use of the services of Pay Unicard LLC, which are an integral part of the Agreement;
- 2.27. **Access code** - codes, passwords, customer's name, identification code, universal identifiers and/or other confidential information that **Pay Unicard** may provide to the customer for secure access to various services (including remote services without any limitation);
- 2.28. **Agreement** - the agreement signed between the customer and **Pay Unicard**, which consists of the customer's application, these Terms and Conditions (including its annexes) and any other annexes.

3. General Service Terms

- 3.1. **Pay Unicard** shall provide services to the customer in accordance with the Agreement signed between the customer and **Pay Unicard**. The customer shall be entitled to seek information about the contractual terms through the website during the validity of the Agreement. In addition, the customer shall read the information posted on the website, including announcements, changes and additions from time to time;
- 3.2. In order to receiving and/or cease using the services specified in the Agreement, the customer shall be authorized to directly (by visiting the service center) or through remote service channels apply to **Pay Unicard**. **Pay Unicard** shall consider the application provided that all the conditions stipulated by the Agreement and/or legislation are fulfilled by the customer at the time of submitting the application;
- 3.3. By concluding this Agreement, the Customer applies to and entitles **Pay Unicard**: a) to rely on and act in accordance with all orders authorized or deemed by **Pay Unicard** to be authorized by the Customer even if such order conflicts with any other mandate issued at any time to the Customer's e-wallet/payment in relation to the Cards or its activities; b) to deduct from the customer's e-wallet any amount paid or incurred by **Pay Unicard** in accordance with any order, including all service costs in accordance with the customer's assignment or the operation performed to secure the customer's order/assignment; c) to carry out the customer's authentication procedure in the cases defined by the law;
- 3.4. **Pay Unicard** shall be entitled, but not obliged, to check the validity of the order/assignment and to request the customer to provide additional information and/or documents, if it is necessary to complete the assignment;
- 3.5. Unless something else is stipulated by the legislation or otherwise determined by **Pay Unicard**, funds transferred as a result of transactions carried out on the basis of the customer's order shall not be subject to withdrawal or return by **Pay Unicard**;
- 3.6. Upon the customer's request, **Pay Unicard** shall take all measures in timely manner, within reasonable time to suspend or cancel the execution of any order unless otherwise provided by the law. In addition, **Pay Unicard** shall not be liable in case of non-fulfilment of the aforementioned request, if it has not received the relevant notification and/or if such suspension or cancellation is impossible;
- 3.7. The customer shall ensure the correct and complete delivery of any assignment to **Pay Unicard**. **Pay Unicard** shall not bear any liability in case of non-fulfilment of the aforementioned request;
- 3.8. In order to fulfill the received order, **Pay Unicard** shall be entitled to request the customer to confirm the order with a one-time code (the so-called OTP authorization), as well as to carry out the necessary actions/procedures to ensure authentication, including unequivocally for those operations that require additional confirmation/authentication in accordance with the law. One-time code shall be sent to the mobile phone number of the customer specified in the application and/or other device agreed between the parties;
- 3.9. The operation from the customer's e-wallet shall be completed within the amount of e-money available (available to the customer) at the moment of the operation on the e-wallet, taking into account the limits established by **Pay Unicard** in accordance with the terms of the Agreement. Accordingly, the customer shall to carry out any operation (including using payment cards) in such a way as not to allow overspending of electronic money;
- 3.10. Despite the limitation provided for in Clause 3.9 of these Terms and Conditions, if an overdraft occurs for any reason during the execution of the operation, the customer shall ensure the elimination of the overdraft immediately, no later than the day after the occurrence of the overdraft. Otherwise, **Pay Unicard** shall be entitled to charge the customer a fee of 28% (twenty-eight percent) of the amount of the overpayment per year for each overdue day;
- 3.11. The Customer is liable for every damage and/or losses caused by his/her negligence act, on the basis of which the Customer succored fulfilment of non-authorized transaction and/or fraudulent acts.
- 3.12. **Pay Unicard**'s records shall mean a document confirming the customer's relationship with **Pay Unicard**. The customer shall recognize the records made by **Pay Unicard** as a document with legal force, despite the fact that these documents are not originals;
- 3.13. The customer shall pay the commission for the time of payment in accordance with the rates established by **Pay Unicard** and provided for in the Agreement, unless something else is determined by the additional agreement of the parties and/or the legislation. Furthermore, if an international and/or local payment or message exchange system and/or other intermediary participates in the implementation of the operation (as well as changes to it) or the cancellation of the operation, or the refund, it is possible that they may impose additional fees and/or fees, the payment of which must be provided by the customer;
- 3.14. Commissions and other fees should be paid occasionally and at the time determined by Pay Unicard.
- 3.15. The customer shall be entitled to receive services only in the currency in which he/she owns the e-wallet. In the event if the balance in the relevant currency on the e-wallet is not sufficient for the service, the customer shall be entitled to convert the amount on his/her e-wallet into the required currency at the exchange rate determined by **Pay Unicard** at the time of conversion and afterwards to perform the service;
- 3.16. The customer shall have the opportunity to get acquainted with the information about currency exchange rates and conversion charts on the website. Moreover, **Pay Unicard** shall be authorized to make information about the exchange rate available to the customer through other remote service channels;
- 3.17. **Pay Unicard** shall be entitled, in accordance with the tariffs established by **Pay Unicard**, from any electronic wallet of the customer without additional

consent and acceptance of the customer, to deduct/block commission and/or other payment at its own discretion, and in case of an agreement with the customer, in the agreed order to deduct/block Commission and/or other fees. If the fee and the amount on the e-wallet are in different currencies, **Pay Unicard** itself shall perform the exchange at the commercial rate of **Pay Unicard** established on the date of payment, the value of which shall also be deducted from any e-wallet of the customer, and the exchanged amount shall be used to cover the Commission fee;

3.18. In the event, the balance of the customer's e-wallet is not sufficient to cover the commission in full and on time, **Pay Unicard** shall be entitled to deduct a part of the commission from the available amounts of the e-wallet, and the remainder amount to deduct immediately after the receipt of sufficient amounts in the e-wallet;

3.19. The customer shall be responsible for paying all taxes/charges determined by the local and/or relevant foreign legislation (if applicable to such customer) that may arise in connection with the usage of the Services;

3.20. **Pay Unicard** shall ensure compliance with the requirements stipulated by the legislation, and the customer shall ensure compliance with the legislation of all relevant countries which legislation may for any reason apply to it;

3.21. The customer shall do the following to receive and use the service:

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

3.21.2. fill in and/or sign (including electronically) the application (if any) and/or any other type of document required to receive/use the relevant service;

3.22. The information provided to the customer within the framework of a specific service can be carried out verbally by an employee of **Pay Unicard**, while the customer can be guided by the Agreement at any time;

3.23. The customer can receive information about certain details of a specific operation through **Pay Unicard** service points and/or a telephone message (certain details about a number of operations can also be obtained through remote service channels). Furthermore, depending on the type of transaction, a statement, certificate, receipt and/or other document may be issued to the customer in the form and under the conditions determined by **Pay Unicard**;

3.24. In the event of changes in documents confirming entitlements and/or other changes (including change of phone number) and/or cancellation, **Pay Unicard** should be informed in regard to such changes and information should be submitted/sent to **Pay Unicard** within 5 (five) business days after the occurrence of the mentioned circumstances. **Pay Unicard** shall not be responsible for the damage/losses incurred as a result of actions taken before receiving the notification regarding relevant change and/or cancellation;

3.25. The customer immediately and in writing shall inform **Pay Unicard** in regard to the loss/cancellation/losing its possession on the identification documents whatsoever nature, otherwise **Pay Unicard** shall not be responsible for any possible or actual damages/losses;

3.26. The customer immediately, in writing shall notify **Pay Unicard** in regard to any type of changes in the power of attorney/trustee/assignment agreement (including: making changes/additions, cancellation, suspension of validity, etc.), in which he/she is represented by the principal/trustee or the entrusted person/ as a proxy, or otherwise, **Pay Unicard** shall not be liable for any possible or actual damages/losses;

3.27. In order to provide the service and/or to fulfill the obligations imposed by the law, upon **Pay Unicard**'s request, the customer shall forthwith present to **Pay Unicard** the requested information/documentation;

3.28. If the customer is a minor (under 18 years of age) and he/she is represented by a legal representative in **Pay Unicard**, the legal representative shall, in accordance with the law, be responsible for any transaction performed by the customer, and also the representative gives prior consent to the payment of commissions, fees and other charges that may be incurred by the customer in connection with the usage of the services by him/her.

3.29. The list of high-risk trade/service facilities (in terms of MCC) is indicated in the payment card application. At the moment of receipt of the payment card, before activating the card, the customer is entitled to activate operations by declaring consent to the desired/specific MCC code from the list of high-risk trade/service facilities represented by MCC codes. In addition, the customer shall be entitled at any time to revoke the expressed consent to carry out operations in relation to specific high-risk trade/service object(s) on the website of "**Pay Unicard**" from his/her profile or through the mobile application (or through another remote service channel established by **Pay Unicard**) based on strong authentication of the customer.

3.30 The customer shall be entitled to receive reimbursement from **Pay Unicard** for the completed authorized payment transaction initiated by or through the recipient, if all of the following conditions are met:

a) the authorization did not specify the exact amount of the payment operation while authorizing the transaction;

b) the amount of the payment operation exceeds the amount that the customer could have reasonably expected based on the previous spending characteristics, in accordance with the contractual terms and the relevant circumstances of the current case.

3.31 Notwithstanding anything to the contrary pursuant to clause 3.30 of the Agreement, the customer shall not be entitled to claim reimbursement if all of the following conditions are met:

a) the customer directly gave **Pay Unicard** consent to perform the payment operation;

b) information about the future payment operation, if any, was delivered to the customer in the agreed form or was otherwise available in the agreed form by **Pay Unicard** or by the recipient at least 4 weeks before the date of this payment obligation.

4. Remote Service Terms

4.1. **Pay Unicard** shall be authorized to offer remote services to the customer (including the requirements established by the law for authentication), in turn, the customer shall take special care in the use of remote service channels;

4.2. The customer shall not leave the remote service channel (the relevant device) unattended while it is connected to the network and shall not allow third parties to use the said device until the customer has finished using the remote service channel and made sure that it cannot be used by third parties;

4.3. The customer shall be responsible for any operation carried out through the remote service channel;

4.4. **Pay Unicard** shall not be responsible in the case of failure to provide the customer with the remote service channel due to reasons beyond **Pay Unicard**'s control, including disruption of **Pay Unicard**'s system or remote service channel, system updates and/or improvements;

4.5. **Pay Unicard** reserves the right to suspend/terminate the remote service at any time. **Pay Unicard** shall take measures to inform the customer about the temporary suspension or termination of the remote service by electronic messages or other means, however failure to comply with the said terms and condition

shall not cause **Pay Unicard's** liability;

4.6. The customer shall entitle **Pay Unicard** to carry out all verbal or electronic instructions that the customer gives (or appears to have given) through the remote services channel, including that the customer agrees and authorizes **Pay Unicard**, based on the instructions sent by the customer through the remote services channel, to enable the customer to open an e-wallet in accordance with the terms and conditions established by **Pay Unicard**;

4.7. The consent given by the customer through the remote service channel to the terms and conditions of the transaction equals to the customer's signature on the relevant transaction, and the aforementioned consent shall be considered to be legally effective from the moment of receipt of the customer's consent through the remote service channel by **Pay Unicard**;

4.8. When performing remote services, **Pay Unicard** shall not be responsible for:

4.8.1. any non-performance caused by a malfunction of the customer's devices or software;

4.8.2. on a virus or other similar problem that may be related to the use of remote services;

4.8.3. on the loss/damage that is caused or can be caused:

4.8.3.1. incompatibility of the customer's software or any kind of device with **Pay Unicard** system;

4.8.3.2. by damaging/destroying the customer's data/documents, software, any kind of devices while using the remote service channel.

4.8.3.3. Unauthorized use of access codes by any person;

4.8.3.4. involving a third party in the telephone or Internet connection between the customer and **Pay Unicard**;

4.8.3.5. improper and/or delayed operation of systems related to the implementation of remote services, including during technical interruptions, which may be caused by **Pay Unicard**;

4.9. In order to receive remote services, the customer may specify once or multiple times the obligation to perform authorization and/or change the data required for authorization;

4.10. The customer hereby agrees and represents that he/she bears full responsibility when connecting to the remote service through the customer's Internet provider and/or navigator;

4.11. within the framework of remote services, **Pay Unicard** is additionally authorized to:

4.11.1. in its sole discretion, to contact to the customer and to verify the authorization of the transaction or task, or to suspend the implementation of such transaction until it has verified its authorization;

4.11.2. in order to protect the customer's interests, suspend or terminate the remote service without sending a prior notice to the customer, if **Pay Unicard** suspects that security norms are being violated or such suspension is appropriate for other reasons;

4.11.3. depending on the security requirements, change the requirements of the system devices that can be established for receiving remote services;

4.12. When performing unauthorized remote services, the parties shall make every effort to ensure that the party who suffered the damages can receive appropriate reimbursement, including cooperating with law enforcement authorities, ensuring the exchange of information, unless otherwise specified by law, and making all necessary communications;

4.13. The purpose of determining the conditions, actions, restrictions and obligations provided for in this Clause shall be to inform the customer about the possible dangers arising when using remote services and to protect the customer from damage (losses) caused by the intentional and/or careless actions of the customer and/or third parties during the implementation of remote services.

5. Representations and Warranties

5.1. The customer hereby represents and warrants that:

5.1.1. he/she has obtained all the necessary consents, permits or powers of attorney necessary for the conclusion and execution of the Agreement;

5.1.2. the information/data submitted/transmitted to **Pay Unicard** for concluding the Agreement and/or for carrying out operations within the Agreement is/shall be accurate, true and complete;

5.1.3. The execution of the transaction shall not violate the terms of other agreements or other obligations of the customer (if any) or any law, statute, rule, ordinance, court decision, order, reference, court order or any restriction imposed by a state, government or regulatory, judicial or arbitral authority, which the customer is responsible for complying with. Performance of the transaction determined by the terms of the agreement shall neither contradict nor violate any type of agreement, contract, license or other type of agreement to which the customer is a party;

5.1.4. he/she has obtained all the necessary consents, permits or powers of attorney necessary for the conclusion and execution of the annex in the future;

5.1.5. The Agreement is/shall be concluded by him/her voluntarily, without the use of violence, threat, deception, mistake and/or any other circumstances on the part of **Pay Unicard** or a third party;

5.1.6. the consent given by the customer in electronic form (e.g. remotely marking consent and/or other action that clearly expresses the customer's will) or any transaction concluded between the parties in electronic form (including the unequivocally expressing/agreeing to the conclusion of said transaction in electronic form) has the same legal force as a material document (the same legal force as a personal signature on a material document);

5.2. The aforementioned representations and warranties shall be valid during the entire period of the effective term of the Agreement;

5.3. After the Agreement enters into force, the Customer shall immediately notify **Pay Unicard** in writing of any circumstances that may cause a breach of the representations and warranties contained in this Agreement or conflict with the said representations and warranties;

5.4. In the event of a breach of these representations and warranties, the Customer shall agree to indemnify and hold harmless **Pay Unicard** against any damages (including without limitation consequential damages), claims, costs (including without limitation the costs incurred by **Pay Unicard** in exercising its rights), legal proceedings and from any other liability that may arise as a result of such breach.

6. Liability of the Parties

6.1. Unless otherwise specified in the Agreement, the customer shall agree and declare that in the process of performing the services specified in the Agreement, **Pay Unicard** shall be fully exempted from any responsibility towards the customer (including compensation for any direct or indirect damages), which may be caused by no fault of **Pay Unicard**;

6.2. During force majeure, none of the parties shall be liable for the full or partial non-fulfillment or untimely fulfillment of the obligations under the Agreement;

6.3. The party affected by force majeure shall inform the other party about the relevant force majeure circumstance(s) and its/their estimated duration within a reasonable time, but no later than 5 (five) business days, otherwise it loses the right to rely on the existence of force majeure as a basis for exemption from liability;

6.4. If the force majeure circumstance(s) specified in the notification do not represent generally recognized facts (circumstances), or the other party suspects their validity, after the party receives the notice of the force majeure circumstance(s), or within 30 (thirty) calendar days from the notification to the other party about the suspicion in respect to the existence of force majeure circumstance(s) the existence of force majeure circumstance(s) must be confirmed by the authorized body defined by the legislation;

6.5. If the occurrence of force majeure persists for more than 30 (thirty) calendar days from the date of the notification of the force majeure circumstance(s) or confirmation of the existence of the force majeure circumstance(s) by the relevant party, the parties must decide the fate of the Agreement within 15 (fifteen) calendar days from the expiration of the mentioned 30-calendar-day period, or otherwise, the Agreement shall be considered null and void;

6.6. Due to any due or unexpired obligations/payments to be fulfilled by the customer to **Pay Unicard** (including any kind of contractual (including this Agreement) and/or non-contractual relationship between **Pay Unicard** and the customer, as well as arising on the basis of a transfer/assignment of claim by **Pay Unicard** from a third party) in order to ensure full and proper performance and, accordingly, to realize the rights and requirements of **Pay Unicard**, **Pay Unicard** shall be entitled, at its own discretion, without further/additional consent and/or acceptance and/or informing of the customer:

6.6.1. not to fulfill any obligation to the customer, including not to pay the customer any amount owed to him/her, to be counted (deducted) in the account of the obligation/payment to be fulfilled by the customer to **Pay Unicard**. **Pay Unicard** shall be authorized to deduct liabilities even if the deadline for fulfilling one of the requests (respectively, **Pay Unicard**'s or the customer's request) shall not be fulfilled at the time of deducting; and/or

6.6.2. deduct all obligations/payments from the customer's e-wallet without acceptance, and if the obligation/payment and the amount on the e-wallet are in different currencies, **Pay Unicard** shall carry out the exchange itself at the commercial exchange rate valid for the date of payment, and also deduct the cost of the exchange services from the exchanged electronic wallet without acceptance and apply the amount to cover the corresponding obligation/payment;

6.7. Given that **Pay Unicard** is acting on behalf of the customer, in providing the Services, the customer shall agree to indemnify and hold **Pay Unicard** harmless from and against any damages, losses, legal costs, claims, actions or lawsuits brought by the customer or any third party resulting from **Pay Unicard** damage or loss. Furthermore, the customer shall indemnify and defend **Pay Unicard** against such damages arising from the use of the services provided for in the agreement (including without limitation remote services), or from such damages arising from operations carried out through such services (including without any limitations remote services); The customer acknowledges that the mentioned operations shall be carried out in accordance with the instructions and authorization received by **Pay Unicard** according to the Agreement;

6.8. The Customer acknowledges and agrees that he/she may be required to sign and execute additional indemnification agreements, statements or other similar documents, especially in connection with operations performed using the Access Code. Such supplemental agreements, statements and similar remedies shall be in addition to and not in lieu of the indemnification provisions herein;

6.9. Regardless of the provisions of the Agreement, **Pay Unicard** shall not be liable to the customer for any loss or damage arising indirectly in connection with this Agreement, including excluding **Pay Unicard**'s liability for loss or damage, loss of profit, business, income or planned savings related to the services specified in the Agreement;

6.10. The conditions mentioned in this Clause shall remain in force even in the event of termination of the services specified in the Agreement and shall stay in force until the parties fully fulfill the obligations arising from the Agreement.

7. Communication between the parties

7.1. Communication between the parties shall be carried out in writing, as well as verbally, if the communication is carried out by **Pay Unicard**'s call center or other means of communication determined by **Pay Unicard**, the data of which is posted on the website and/or in any other form acceptable to **Pay Unicard**;

7.2. When communicating in writing, the notice shall be given to the party at the contact details specified in the Agreement in person, by courier (including registered mail and/or court courier), e-mail, cellular communication (short text message), and/or by other means of communication subsequently determined by **Pay Unicard**, considering that:

7.2.1. A notice sent by the customer to **Pay Unicard** in person and/or by courier is considered delivered on the day of registration of the notice in **Pay Unicard**'s office, and when sent to an e-mail address, on the day **Pay Unicard** sends a reply email confirming receipt to the customer;

7.2.2. The notice sent by **Pay Unicard** to the customer by courier (including registered mail and/or court courier) shall be deemed delivered on the day of delivery to the customer, and in the absence of confirmation of said delivery, on the next calendar day after delivery of the notice to any person at the customer's address;

7.2.3. The message sent by **Pay Unicard** to the customer via e-mail shall be considered delivered on the day of the confirmation received from the customer's e-mail server (notification about registration in the addressee's e-mail). and in the absence of such confirmation, on the next calendar day;

7.2.4. A notice sent by **Pay Unicard** to the customer via cellular communication (short message service) and/or other means of communication determined by **Pay Unicard** shall be considered delivered on the day of sending the notice, and when placing information on **Pay Unicard**'s website - on the day of placement of the information;

7.3. If the customer does not notify **Pay Unicard** in prior of any changes in the contact information (including any requisites in the contract) indicated in the contract and/or directly, or through a contact person, refuses to receive the notice sent to him/her on the basis of the contract, or the sent notice cannot be delivered to the customer due to absence at the address twice in a row, any such notice shall be deemed to have been given by **Pay Unicard** on the next calendar day after the dispatch of the notice;;

7.4. Communication between the parties shall be carried out in the Georgian language, and **Pay Unicard** shall be authorized to communicate with the customer in any other language acceptable to the customer;

7.5 **Pay Unicard** shall be authorized to communicate with the customer for various purposes. Accordingly, the message intended for the customer (both

written and oral) may carry (a) informational/transactional (for example, information about operations performed on the customer's e-wallet, delivery of access codes to the customer, etc.), (b) contractual obligations (for example, a warning about the existence of a debt (c) marketing and/or content determined by law.

7.6 Other terms of communication are regulated in accordance with the paragraph 10.12 of Article 10 of this Contract.

8. Privacy and Personal Data

8.1. The customer knows and agrees that during the period of using **Pay Unicard's** services, as well as after the end of the contractual relationship, **Pay Unicard** shall be authorized to process the existing information about the customer, including the personal data of the customer defined by the law, in the manner defined by the Agreement (including the application) and the law;

8.2. By agreeing to this Agreement, the customer agrees, except for the data specified by law (name, surname, photograph, personal number or citizen's identification document number, date of issue, issuing country, issuing authority and validity period, address, citizenship, date of birth, gender, place of birth, photograph, registration and actual address), **Pay Unicard** shall also process the following data about the customer: mobile phone number, apartment phone number (as an alternative means of communication), e-mail, facsimile of the customer (signature sample), interests Fields, characteristics of customer behavior in the form of logging, such as (login/out of the e-wallet with date and time, from which browser/device type the action was performed and any access/action performed on another server) segmented customer data filtered according to the following data: according to age, gender, the number of operations carried out in **Pay Unicard** both from remote service channels and in trade/service facilities, monetary volumes of services carried out, place of residence, district, and/or other behavior carried out by the customer and other recorded data; Also, to carry out the production and processing of statistical data within the framework of **Pay Unicard** payment services, for the purposes of communication to customers, offering various types of services (including offers tailored to the wishes and needs of the customer), planning and implementing promotional campaigns, improving service quality, planning and implementing new projects;

8.3. Data processing by **Pay Unicard** shall include, without any limitation, any action performed on data using automatic, semi-automatic or non-automatic means, in particular, obtaining, collecting, recording, photographing, audio recording, video recording, organizing, storing, changing, restoring customer data, retrieval, use or disclosure (including retrieval and/or disclosure of information through transmission, distribution or otherwise making available, grouping or combination, blocking, deletion or destruction);

8.4. The processing of customer data by **Pay Unicard** in electronic channels (including without limitation a web browser, website, **Pay Unicard's** mobile applications, ATMs and/or other technical means and channels of data transmission and reception) shall also include recording of the customer's activity (eg: Identifying the customer's location while using electronic/ remote channels, describing and analyzing the data recorded in the search field, recording and analyzing the information on the website, including the frequency of service selection and/or any other statistical data (including the use of so-called "cookies" and its analysis) and/or use of other data recorded by the customer (e.g.: contact data of the customer and/or third parties);

8.5. Customer information (personal data) may be processed by **Pay Unicard** for various purposes, including, without limitation:

8.5.1. for the full and timely implementation of the service;

8.5.2. in order to analyze the customer's solvency;

8.5.3. to improve and develop the service, during which **Pay Unicard** analyzes the existing information about the customer, analyzes statistical data, customer segmentation and others;

8.5.4. to prepare and demonstrate various reports, research and/or presentations;

8.5.5. to ensure security, as well as to detect and/or prevent fraud, forgery or attempted forgery, money laundering or other crimes;

8.5.6. for marketing purposes, which means the periodic offer of various products/services by **Pay Unicard** and/or its partner organizations (including unambiguously by **Pay Unicard**);

8.6. The customer entitles **Pay Unicard** to send short text, voice and/or other types of advertising messages (direct marketing) to both segmented and non-segmented customers to the customer's phone number, e-mail or other contact address recorded in **Pay Unicard** at periodic intervals determined by **Pay Unicard**. Until **Pay Unicard** receives a different instruction from the customer, **Pay Unicard** shall not be responsible in case of the refusal of the customer in respect to the data processing for direct marketing purposes due, if such data processing occurs due to incorrect SMS text and/or incorrect/inaccurate indication of the operator's number;

8.7. The customer authorizes **Pay Unicard** and declares its consent, in order to carry out various marketing offers, promotion-campaigns, new projects, as well as joint promotions-campaigns with related companies, that **Pay Unicard** transfers and/or discloses the customer's personal data held by **Pay Unicard** (including segmented customer data), or other confidential information to the person(s) associated with **Pay Unicard** (including **Pay Unicard** alone). In addition, the customer shall be entitled to request the associated person(s) to stop processing data for direct marketing purposes through the SMS opt-out functionality provided in the notification;

8.8. Based on the goals of protection of security, property and confidential information, as well as to ensure quality control of services, in compliance with the requirements established by the Law of Georgia "On Personal Data Protection", in the offices of **Pay Unicard**, the external perimeter and entrance(s) of the building(s), workplace (b) monitoring through video surveillance and audio recording system(s), as well as video surveillance - through an ATM or other electronic devices, and audio recording - during telephone communication with **Pay Unicard**;

8.9. The customer shall be informed about the progress of video surveillance and audio recording at **Pay Unicard** service points, as well as when communicating with **Pay Unicard**. The customer, realizing the need for video surveillance and audio recording, shall give his/her consent to the processing of said data;

8.10. If the customer believes that the information about the customer in **Pay Unicard** is untrue or incomplete, he/she shall inform **Pay Unicard** immediately in writing and/or through **Pay Unicard's** call center;

8.11. Unless otherwise specified by law, the customer shall not be entitled to request **Pay Unicard** to delete personal data about him/her stored in **Pay Unicard**. In addition, in case of blocking, deletion, destruction of any data determined by the law by the customer, **Pay Unicard** shall be entitled not to serve the customer;

8.12. The customer authorizes and agrees to the condition that **Pay Unicard** transfers the customer's data according to each specific need and in an adequate proportion to the purpose of data processing to agents, outsourcing and other service companies for the purpose of regularly providing payment and other services to the customer, development and improvement of services;

8.13. The customer authorizes **Pay Unicard** and declare consent for **Pay Unicard** to process the customer's photo/image and, if necessary, other biometric data, in addition to the personal data defined by Georgian legislation. At the same time, to request/obtain the customer's photograph from the State Services Development Agency for checking and comparing the photographs submitted by the customer in order to prevent falsification of the identification document or attempted falsification. In addition, the customer agrees that **Pay Unicard**, directly or through an authorized person, remotely takes photos/videos of the customer and checks their accuracy for the purposes of preventing fraud and establishing identity. In addition, the customer agrees to the condition that the deletion of biometric data received by the company in remote mode is carried out immediately after the identification process is completed;

8.14. The customer authorizes **Pay Unicard** to make available to **Unicard** the information about the expenses made by him/her, in order to accumulate **Unicard** points on the card in order to accumulate **Unicard** points in the future in an adequate manner and according to the prescribed manner;

8.15. The customer authorizes **Pay Unicard** and agrees to the condition that **Pay Unicard** verifies (and further processes) the data about the customer in order to fulfill the obligations imposed by law in the State Services Development Agency;

8.16. The customer shall agree and entitled **Pay Unicard** to request financial information about the customer from the Revenue Service of the Ministry of Finance (www.rs.ge) in order to determine the fact of the customer's employment and salary in the last few months for the purposes of making a decision to grant a loan to the customer.

8.17. The customer entitles **Pay Unicard** to carry out identification/verification of the customer (both directly and through an authorized person, in particular, Raizomat LLC (with taxpayer ID: 402102005)). The customer also agrees to the condition that **Pay Unicard** is entitled, in order to establish a business relationship with the customer and to provide payment services, to receive and process the customer's personal data (including the customer's biometric data obtained during remote identification - the customer's facial identifiers, a photo of the customer's ID card/passport or other identification document) while shooting/video recording), as well as to process the personal data contained in the mentioned documents and check the accuracy of the mentioned data in relation to the data presented by the customer. In addition, the customer shall agree that the customer's data, including the photo, shall be stored on an AWS server in the Federal Republic of Germany. The customer is aware that the customer's data is stored for the period established by law.

8.18. The customer agrees and gives consent to **Pay Unicard** to connect the **Unicard** main card (**Unicard** card account) registered in the customer's name in **Unicard** with the **Pay Unicard** personal profile of the same customer in order to make it as convenient as possible for the customer (the so-called in one window) for the purposes of accruing/accumulating **Unicard** Points, using **Unicard** Points, extracting/viewing a statement from your linked **Unicard** and **Pay Unicard** profile and easily viewing your current balance of **Unicard** Points from the same account. Accordingly, the customer agrees that **Pay Unicard** may periodically request the customer's personal number from the **Unicard** user base, and in such a case, based on this consent, **Unicard** shall immediately issue the current balance and statement of the points accrued on the **Unicard** card registered in the same customer's name for the above purpose.

9. Validity and Termination of the Agreement

9.1. These Terms and Conditions shall come into effect after the customer completes the relevant application, signs/confirms the electronic consent form and submits it to **Pay Unicard** and in turn, **Pay Unicard** shall consent to the provide the services. **Pay Unicard**'s consent shall be expressed by starting to provide relevant services to the customer;

9.2. Terms and Conditions shall be effective for the duration of the service and shall be valid until its termination in accordance with the rules specified in these Terms and Conditions;

9.3. If **Pay Unicard** and/or the Customer decide to terminate the service for some types of products, the termination agreement will be valid only with respect to the specified service;

9.4. Unless otherwise provided by contract or law, **Pay Unicard** may terminate this entire Agreement at any time, in its sole discretion;

9.5. If the customer violates an important condition of the Agreement or its solvency is threatened, **Pay Unicard** shall refuse to provide services to the customer by sending an appropriate notice and shall cancel the Agreement, payment cards, close the customer's e-wallets, cancel the services specified in this Agreement and demand full repayment of the customer's debts to **Pay Unicard** and/or termination of the Agreement;

9.6. The customer shall have the right to cancel the Agreement at any time based on a written notice sent to **Pay Unicard** 1 (one) month in advance. In addition, in case of **Pay Unicard**'s consent, the Agreement can be terminated earlier than the mentioned term;

9.7. The customer acknowledges and agrees that **Pay Unicard** shall be entitled not to terminate the Agreement until Customer has paid in full all and any amounts owed to **Pay Unicard** (if any) and Customer has ceased such continuing operations (including without limitation standing tax orders, automatic utility payments, recurring operations and continuous authorization given by the customer to the supplier of goods or services and which implies regular withdrawal of money from his electronic wallet), which are carried out on the basis of the customer's order from his /her own e-wallet;

9.8. If either party decides to terminate the Agreement, then: all payment cards issued by **Pay Unicard** to the Customer/holder(s) shall be returned to **Pay Unicard** and all access codes cancelled; The customer shall pay to **Pay Unicard** all fees stipulated in the Agreement. In turn, **Pay Unicard** shall be entitled to block the operation of payment cards and/or terminate the services provided for in the agreement, regardless of whether the customer fulfills the obligations stipulated in this Clause;

9.9. Informing the parties about the termination of the Agreement (if necessary) shall be carried out in any form of communication specified in Clause 7 of these Terms and Conditions.

10. Governing Law and Resolution of Disputes

10.1. These Terms and Conditions shall be governed by and construed in accordance with the law;

10.2. Any dispute, objection, claim or complaint arising out of or relating to this Agreement or any breach of this Agreement shall be settled by negotiation between the parties;

10.3. Customer complaints/claims shall be received every working day from 11:00 a.m. to 5:00 p.m. by the following means: by contacting the call center (+995 32) 2 555222, by e-mail: infopay@unicard.ge, or in writing;

10.4. When **Pay Unicard** receives a verbal complaint from the customer without using telecommunication means, when it is not possible to solve the customer's problem immediately, **Pay Unicard** shall offer the customer to record the complaint in physical or electronic form, although in this case the customer shall record all the complaint data pursuant to Clause 10.6.

10.5. The appeal of the operation carried out by the customer shall not indicate the unconditional obligation of the provider to compensate the customer for the losses caused as a result of the said operations. Each case of appeal of operations by the customer shall be considered individually, taking into account the established practice in the payment sector and the applicable legislation;

10.6. If the customer wishes to register a complaint in writing, the customer shall prepare a complaint in the name of the director of **Pay Unicard**, where the following data/information must be indicated: name; last name; number of personal/residence certificate/Georgia passport or other document stipulated by the legislation (in case of **Pay Unicard** of a foreign country, passport number of a foreign country); date of appeal; the number specified when making the payment; detailed description of the complaint and request; contact details where the customer wants to receive an answer to the complaint and the contact phone number. The complaint shall be signed by the customer.

10.7. The customer shall be entitled to additionally attach relevant document(s) to the complaint as an evidence. In the event that it becomes necessary to provide additional information for the investigation of the actual circumstances, the relevant employee of the provider shall require the customer to provide the said information;

10.8. If the customer's complaint is not presented in accordance with Clause 10.6 of this Agreement, or the information specified by the customer is defective; in this case, if the defect is not eliminated by the customer within the time specified by the provider, the provider cannot consider the complaint;

10.9. Complaints/claims shall be reviewed within 15 business days of their submission, unless **Pay Unicard**, in the event of special and objective circumstances, does not extend the said period on the basis of a notice sent or otherwise delivered to the customer, however, even in such a case, the period for making a decision on the complaint and informing the customer shall not exceed 35 business days after receiving the claim;

10.10. In accordance with the Law of Georgia "On Payment System and Payment Services", the user/client of the payment service has the right, no later than 6 months from the date of filing a complaint with "Pay Unicard" LLC, file a complaint against "Pay Unicard" LLC to the Dispute Review Commission with the National Bank of Georgia (hereinafter - the Commission) only if the complaint submitted to "Pay Unicard" LLC is not satisfied within the established period (including non-response) or in case of partial satisfaction. The user/client has the right to appeal to the commission if his/her claim does not exceed 50,000 GEL or the equivalent of 50,000 GEL in foreign currency (on the date of the disputed action or on the date of submission). The commission considers the dispute and makes a decision within 90 calendar days after receiving the complaint (may be extended by 30 calendar days). The commission will consider the dispute free of charge. The user/client has the right to apply to the court even without applying to the commission.

10.10.1. The parties agree that any dispute arising from or related to this agreement (agreement) shall be referred to the court (or the National Enforcement Bureau of Georgia for simplified proceedings) if the total value of the subject of the dispute is or is less than 500 (five hundred) GEL or equivalent in foreign currency (in accordance with the official exchange rate established by the National Bank of Georgia on the date of submission of the claim). The parties agree that in accordance with Part 1¹ of Clause 268 of Civil Procedure Code of Georgia, in the case of **Pay Unicard**'s claim related to the dispute arising from this contract (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 related to this Agreement (including any question regarding the existence, validity or termination of the Agreement and/or Arbitration Agreement) shall be submitted to permanent arbitration at DRC Dispute Resolution Center for review and final determination. Only if the total value of the subject of the dispute exceeds 500 (five hundred) GEL or its equivalent in foreign currency (in accordance with the official exchange rate established by the National Bank of Georgia on the date of submission of the claim). Permanent Arbitration Dispute Resolution Center DRC registration code is 204547348; legal address: 2nd Floor, office 11, #71, Vazha-Pshavela, Tbilisi, website: WWW.DRC.GE. The place of arbitration shall be Tbilisi, Georgia.

10.12. In the event that at the time of submission of the arbitration claim (complaint), the above-mentioned arbitration "Dispute Resolution Center" DRC shall be liquidated or its operation shall be suspended/ceased, the dispute shall be referred to the court for consideration and final decision.

10.13. The parties agree that the communication between the parties, as well as between the parties (**Pay Unicard** and/or the customer) and the arbitration institution - Dispute Resolution Center, DRC (registration code 204547348), as well as between the parties and the court, can be carried out electronically, through e-mails. In this case, the notification will be considered implemented if it was delivered to the party via e-mail. The parties agree that the message sent by e-mail to the e-mail address specified by the customer in the "application for registration of e- wallet and order of payment card" or in another application related to the same agreement shall be considered to have been delivered to them and they shall not have any kind of claim in this regard.

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

10.15. In any case, the supervisory body shall not be responsible for failure to fulfill obligations by **Pay Unicard**.

11. Changes and Amendments

11.1. **Pay Unicard** is entitled, at any time, by placing relevant information on the website and/or in any other form acceptable to **Pay Unicard**, unless otherwise specified by law, to change any conditions of the Agreement and/or any product/service (including and without additional consent and acceptance of the customer) only, the volume of any product, the period of validity and/or the volume/amount of the interest rate, interest benefit, commission, penalty and/or other payment and/or the manner of their accrual and/or the payment period). Such a change shall be binding for the customer from the next business day after its publication, unless otherwise determined by **Pay Unicard** and/or the law;

11.2. If the change/addition to the agreement is made in favor of the customer, and/or does not worsen the customer's situation, and/or the change/addition refers to a new payment service that does not replace and/or replace the payment service provided for in the agreement, **Pay Unicard** shall not notify the customer of such about change/addition;

11.3. In the event that a notice period is provided before the change/addition comes into force, any such change/addition shall be deemed agreed with the customer, if the customer does not notify **Pay Unicard** that he/she does not agree to the change/addition before the change/addition enters into force;

11.4. Any changes and/or additions made to the Agreement shall constitute an annex to the Agreement and an integral part thereof.

12. Conclusive Provisions

12.1. These Terms and Conditions (coupled with its annexes) shall be an integral part of the Agreement signed between the customer and **Pay Unicard** and shall be valid together therewith;

12.2. The customer shall provide any additional information and/or documentation requested by **Pay Unicard** within the period determined by **Pay Unicard**, in case of **Pay Unicard**'s request;

12.3. In case any article(s), clause(s) and/or sub-clause(s) of the Agreement are invalidated/declared invalid based on the law, the remaining article(s), clause(s), sub-clause(s) shall retain their legal force.

12.4. The customer is not authorized to fully or partially assign the rights granted by the Agreement and/or the obligations assumed by the Agreement to third parties without the prior written consent of **Pay Unicard**. Furthermore, **Pay Unicard**, regardless of the mentioned condition, is authorized to accept from third parties the fulfillment of the obligations specified in the agreement at its own discretion;

12.5. **Pay Unicard** is entitled to assign/transfer the rights and/or duties specified in the terms and conditions to third parties at any time. In addition, if **Pay Unicard** uses or promises to use the right specified in this clause, **Pay Unicard** shall be entitled to transfer confidential information about the customer and/or the customer's electronic wallet to third parties without any restrictions;

12.6. The Agreement shall be governed and interpreted in accordance with the legislation. In cases that are not provided for in the Agreement, the parties shall be guided by the norms governing the relevant relationship established by the law and/or additional agreed conditions. In addition, the parties agree that the legal address of **Pay Unicard** is considered the place of performance of the Agreement;

12.7. In case of breach of obligations arising from the Agreement and/or legislation by the customer, **Pay Unicard**'s failure to exercise the right(s) shall not constitute a basis for waiving the right to claim, and **Pay Unicard**'s failure to exercise such right(s) does not constitute a subsequent breach of the contract and/or legislation the basis for refusing the right to the arising request;

12.8. Article(s)/Clause(s)/Sub-Clause(s) in the Agreement shall be numbered and titled, and bolded words shall be given in order to conveniently understand the content of the Agreement and shall not affect the interpretation of the Agreement;

12.9. These Terms and Conditions shall supersede any prior agreement or contract between the parties on the same subject matter. In the event of a conflict between the Terms and its Annexes, the provisions of the Annex shall prevail;

12.10. The Agreement is drawn up in the Georgian language. With the agreement of the parties, the Agreement may be concluded in another language. In this case, the Agreement and its conditions drawn up in the Georgian language shall be given priority over the contract and its conditions drawn up in another language.

Annex N1 Fees/Rates and Spending Limits

a) E-wallet and card service tariffs are available when the user selects the card type

- Tariffs and transaction limits are available on "Pay Unicard" website www.payunicard.ge
- Information on the procedure for accrual of loyalty points and cashback is available on the "Pay Unicard" website www.payunicard.ge

b) Transactions allowed with e-wallet and card

Pay Unicard account	Permitted Transactions.
E-wallet account	<ul style="list-style-type: none"> • To transfer money from "Pay Unicard" or other bank card • To Transfer money from a bank account • Depositing cash from service centers and quick deposit machines • Money transfer between two "Pay Unicard " wallets • Money transfer to "Pay Unicard customer's e-wallet and the card • currency exchange
Card account	<ul style="list-style-type: none"> • Cash depositing • Depositing/transferring money between "Pay Unicard" e-wallet and card • Depositing/transferring money between " Pay Unicard " cards • Depositing/transferring money between other bank and "Pay Unicard" cards • Transfer money from a bank account • Settlement at the merchant • Fulfillment of e-commerce transactions • Cashout operation from an ATM • Amount conversion

Note: One customer is allowed to open one e-wallet and hold a maximum of two "Pay Unicard" Visa cards at the same time.

Annex N2
E-Wallet Service

1. E-wallet Opening

- 1.1. A customer who has been identified and verified by **Pay Unicard** in accordance with the law, shall be entitled to use **Pay Unicard's** e-wallet;
- 1.2. Opening an electronic wallet in the Pay Unicard system can be carried out through various channels offered by **Pay Unicard** to the customer, including the website, **Pay Unicard** mobile application, **Pay Unicard** service centers, **Pay Unicard** and/or **Pay Unicard** partner companies;
- 1.3. The customer shall be entitled to use one e-wallet, determine its classification and the priority of using the e-wallet in accordance with the agreement;
- 1.4. Cash funds placed in GEL, USD and EUR shall be recorded on the electronic wallet, with the corresponding equivalent in the form of e-money. Funds placed on the e-wallet shall be converted into electronic money issued by **Pay Unicard** in the following ratio: 1 (one) GEL - 1 (one) unit of electronic money in GEL, 1 (one) USD - 1 (one) unit of electronic money in USD, 1 (one) EUR - 1 (one) electronic money unit in Euro. In case **Pay Unicard** allows the client to place another currency on the e-wallet, 1 (one) unit of currency - 1 (one) unit of electronic money in the relevant currency;
- 1.5. E-money shall be issued on the basis of and in accordance with the legislation;
- 1.6. The e-wallet and the e-money placed on it shall belong only to the customer who is registered and registered by **Pay Unicard** as the owner of the mentioned electronic wallet. The customer shall not be not authorized to transfer the e-wallet to a third party.

2. E-wallet use terms

- 2.1. **Pay Unicard** shall ensure the recording of e-money on the electronic wallet account and its availability to the customer, as well as the cashing out of electronic money, immediately after the customer places funds on his/her electronic wallet in **Pay Unicard**;
- 2.2. If the agreement does not specify otherwise, placing/transferring electronic money to the electronic wallet can be carried out:
 - 2.2.1. by transferring funds from a bank account to a single account of **Pay Unicard** or directly to an electronic wallet;
 - 2.2.2. through the internet bank of the partner organization;
 - 2.2.3. from the electronic wallet in the partner organization;
 - 2.2.4. from another electronic wallet in **Pay Unicard**;
 - 2.2.5. from another payment card to the payment card connected to the electronic wallet (P2P transfer);
 - 2.2.6. from the self-service terminal belonging to the partner organization;
 - 2.2.7. from the service points of **Pay Unicard** and/or partner organization;

- 2.2.8. by placing a message from the partner organization on the electronic wallet;
- 2.2.9. through other means offered to the customer by **Pay Unicard**;
- 2.3. When depositing/transferring electronic money to the electronic wallet, **Pay Unicard** shall be entitled to request certain information from the customer, including the indication of the electronic wallet and/or personal number;
- 2.4. Withdrawal of funds from the electronic wallet can be carried out:
- 2.4.1. through **Pay Unicard** service points;
- 2.4.2. through service points of partner companies;
- 2.5. Funds can be transferred from the electronic wallet:
- 2.5.1. on the account indicated by the client, by referring to the **Pay Unicard** operator, through the website and/or the **Pay Unicard** mobile application;
- 2.5.2. through transfer from a payment card connected to the electronic wallet to another payment card (P2P transfer);
- 2.5.3. on electronic wallet accounts of partner organizations through the website and/or the **Pay Unicard** mobile application;
- 2.5.4. by sending a message to partner organizations;
- 2.6. From the electronic wallet, you can also:
- 2.6.1. Payment of utility bills in partner organizations;
- 2.6.2. Referral of funds to partner organizations to cover credit obligations;
- 2.7. Payment to partner companies through QR technology;
- 2.8. Topping up the customer's electronic wallet and/or transferring funds from the electronic wallet can be done within the framework of an automatic task, the content and conditions of the automatic task shall be determined by the customer with the application submitted to **Pay Unicard**;
- 2.9. Upon the customer's request, **Pay Unicard** shall be authorized to convert the electronic money in the client's electronic wallet into GEL, USD and EUR at the commercial rate set by **Pay Unicard**, in the manner and conditions determined by **Pay Unicard**;
- 2.10. Recording of electronic money in the electronic wallet and/or disposal of the electronic money in the electronic wallet shall be carried out on the basis of the customer's order, as well as on the basis of the order received from third parties with the customer's consent. The assignment by the client can be carried out by any other means stipulated by these Terms and Conditions and/or determined by **Pay Unicard**;
- 2.11. The customer shall authorize **Pay Unicard** to accept and act in accordance with its instructions, which the customer provides to **Pay Unicard** in writing and/or using the remote service channel;
- 2.12. The moment when **Pay Unicard** accepts the task is considered as the time of receiving the task, regardless of the date of its initiation;
- 2.13. If the task is initiated on a non-business day, it shall be considered received on the next business day. In addition, assignments submitted after 18:00 on a working day shall be considered accepted on the next business day;
- 2.14. **Pay Unicard** shall ensure the performance of the task within 2 (two) business days after the submission of the task to **Pay Unicard**, unless otherwise stipulated by the Agreement and/or legislation;
- 2.15. The order on the transfer operation, for its proper execution, shall include the requisites established by the legislation;
- 2.16. In case of submitting an electronic payment order, the customer shall provide the following details for the complete and timely execution of the order:
- 2.16.1. name and surname of the payer;
- 2.16.2. e-wallet number from which the order should be executed;
- 2.16.3. Payer's address or ID/passport number, or identification number, or date and place of birth;
- 2.16.4. amount and currency of cash;
- 2.16.5. recipient name/name and surname;
- 2.16.6. recipient's account number;
- 2.16.7. other requisites specified by law and/or additionally by **Pay Unicard**, which may be specific depending on the type of assignment;
- 2.17. In order to perform the operation, it is necessary to sign the order on the part of the client and **Pay Unicard**, except for the electronic order;
- 2.18. **Pay Unicard** is authorized not to accept the assignment and/or to refuse to perform the assignment:
- 2.18.1. If the assignment does not comply with the requirements established by law and/or the rules and procedures established by **Pay Unicard** (including the conditions established by agreement with partner organizations);
- 2.18.2. if the assignment contains inaccurate information;
- 2.18.3. if the amount of free electronic money on the electronic wallet, including the commission, is not enough to complete the task;
- 2.18.4. The operation will exceed the limits set by the **Pay Unicard**;
- 2.18.5. The electronic money on the electronic wallet will be subject to public legal restrictions;
- 2.18.6. if fraud or illegal activity is suspected;
- 2.18.7. if there is another defect/circumstance that makes it impossible to perform the task;
- 2.19. The customer shall be fully responsible for the correctness and completeness of the assignment/assignment details provided by him/her to **Pay Unicard** and for compliance with the will/intention of the customer;
- 2.20. The customer shall be responsible for all operations carried out through the e-wallet before or after the closure of the e-wallet;
- 2.21. In order to ensure the proper authorization of the operation of depositing cash on the electronic wallet, **Pay Unicard** shall be entitled to require the customer to perform additional actions, taking into account the form, content and/or legislation and/or requirements of partner organizations of the operation to be performed;
- 2.22. If the customer does not indicate the number of the electronic wallet when submitting the task, the funds to be deposited within the task shall be reflected on any electronic wallet of the customer, taking into account the currency, or according to the priority predetermined by the customer, if any, on the corresponding electronic wallet. If, taking into account the priority of the electronic wallet, it is necessary to exchange the currency of the deposited funds, the conversion shall be carried out at the commercial rate determined by **Pay Unicard**;
- 2.23. The electronic money placed on the electronic wallet shall be lifetime, but the client does not accrue interest on the monetary balance;
- 2.24. The electronic money placed on the electronic wallet shall belong to the customer who is registered as the owner of the electronic wallet. The Client is not authorized to transfer his e-wallet to another third party or otherwise transfer any claim to the e-wallet to any third party;
- 2.25. Withdrawal/transfer of funds from the electronic wallet refers to the withdrawal/transfer of funds from the **Pay Unicard** account in accordance with the

client's order, equivalent to the volume and currency of the electronic money in the client's electronic wallet, the operation includes the amount of the commission charged to the client for the execution of a specific operation;

2.26. If the client discovers that operations have been carried out on the electronic wallet without his consent/confirmation, he is obliged to immediately contact Pay Unicard in this regard. Pay Unicard is entitled to require the client to file a claim on the operation in writing, and **Pay Unicard's** responsibility is defined in the following manner.

2.27. **Pay Unicard** shall be liable for consequential damages if the operation is not performed, or is performed incorrectly or in violation of the deadline due to its intentional fault. In this case, Pay Unicard is ready to compensate the direct damage caused to the client, except for the following cases:

2.27.1. when the operation was carried out by the client as a result of violation of the security protection requirements specified in the contract;

2.27.2. If the customer fails to notify **Pay Unicard** in time about the loss of the access code or any other event that may have affected the security of the customer's electronic wallet after the customer learns about the occurrence of the said fact, in this case the customer shall be responsible for the losses incurred until the moment of notification;

2.27.3. when an unauthorized operation has been carried out as a result of the client's intentional or negligent disclosure of e-wallet data, in which case the client will be solely responsible for any damages/losses;

2.27.4. In the event, when more than 40 (forty) days have passed since the date of execution of the unauthorized operation, or the fact of violation of the obligations imposed by the legislation and/or the contract has occurred on the part of the customer;

2.28. For the disposal of the electronic wallet, the customer shall pay a commission in the amount determined by Annex N1 to these Terms and Conditions.

3. Rights and Obligations of the Parties

3.1. **Pay Unicard** shall be entitled to:

3.1.1. carry out operations at the request of the customer, as well as, in the case provided by the legislation and the Agreement, to carry out operations even without an assignment and direct the corresponding funds from the customer's electronic wallet to the account(s) of the customer's creditors and/or other third parties;

3.1.2. block/cut off the specified amount of electronic money placed on the client's electronic wallet, taking into account the task received and/or to ensure the fulfillment of the customer's obligations;

3.1.3. set certain limits on operations carried out by the customer and change the said limits periodically at its own discretion;

3.1.4. receive from the customer and give him/her cash on his/her behalf, exchange cash for electronic money;

3.1.5. Upon request, the customer shall be given a statement from the electronic wallet for the fee determined by the tariffs in force in **Pay Unicard**. If the customer does not accept the claim within 5 (five) business days after receiving the statement, the correctness of the information in it shall be considered to be confirmed;

3.1.6. If there are not enough free funds to make a payment on the electronic wallet at the time of the operation, stop the operation at its own discretion or do not authorize it;

3.1.7. close the electronic wallet in case of violation of the terms by the client;

3.1.8. request the customer to return the erroneously credited amount (and/or erroneously reflected amount) or to write off the erroneously credited/reflected amount to the electronic wallet without acceptance and pay the customer a fine in the amount of 0.5% of the amount used for using the mentioned amount/part thereof, for each of its use for the day;

3.1.9. In accordance with the applicable tariffs from the electronic wallet to **Pay Unicard**, charge the customer without acceptance the established commission for operations, as well as for the electronic wallet service, as well as the taxes defined by the legislation;

3.1.10. at its own discretion, include the customer in various promotions and loyalty programs, including unambiguously **Unicard** promotions and loyalty programs;

3.1.11. close, without prior notice to the customer, the electronic wallet of the customer that meets all the conditions defined below:

3.1.11.1. at least during the last 6 (six) months, no turnover is recorded on the electronic wallet;

3.1.11.2. there is no electronic money balance on the electronic wallet;

3.1.11.3. e-wallet service fee has not been paid/paid for at least the last 6 (six) months;

3.2. The customer shall:

3.2.1. In the case of using the erroneously credited/indicated funds, return the mentioned amount to **Pay Unicard** and pay a fine in the amount of 0.5% of the used amount for each day of its use, in case of request by **Pay Unicard**;

3.2.2. to be responsible to the correctness of the filled out the application/assignment and all changes to the information specified therein and/or provided to **Pay Unicard** in writing and/or in any other form acceptable to Pay **Pay Unicard**, notify **Pay Unicard** within 5 (five) working days;

3.2.3. pay all the commissions established in **Pay Unicard** for conducting operations in accordance with the applicable tariffs in **Pay Unicard**.

3.3 **Pay Unicard** shall not be authorized to charge the customer a commission, and accordingly the customer shall not be obliged to reimburse the commission for providing information, as well as for the implementation of corrective, unauthorized operation and/or preventive measures to prevent incorrect execution of the operation, except in accordance with the "Law on Payment System and Payment Services of Georgia" cases directly provided for and/or defined by the rules established by the National Bank of Georgia.

4. E-Wallet Closing

4.1. **Pay Unicard** shall be entitled, at any time, by any means, request the customer to close the electronic wallet and specify the deadline for closing the electronic wallet in the request. If the customer does not close the electronic wallet after the expiration of the mentioned period, **Pay Unicard** shall be entitled to stop receiving payments to the electronic wallet and/or suspend/block the operations and demand the customer to return the balance on the electronic wallet;

4.2. If there is a balance on the e-wallet at the time of closing (in the absence of current debt), **Pay Unicard** shall allow the customer to ensure the withdrawal of e-money within a reasonable time. Before fully cashing out the electronic money balance, the customer shall reimburse **Pay Unicard** for the corresponding fee for the electronic wallet service;

4.3. The customer's obligations to **Pay Unicard**, arising before the closing of the electronic wallet, shall be valid until they are fully and properly fulfilled by the customer.

Annex N3 Payment Card Services

1. Payment cards issued by Pay Unicard

1.1. **Pay Unicard** issues various types of prepaid payment cards, taking into account the following main features:

1.1.1. Payment cards issued to unidentified customers shall meet the following conditions:

- It will be possible to transfer cash with a payment card only for the purpose of paying for goods or services;
- It will be impossible to store electronic money on the payment card at any time, the amount of which exceeds 500 GEL or its equivalent in foreign currency;
- The total amount of cash transfers allowed by payment card does not exceed 500 GEL per month;
- It will be possible to use the payment card only in Georgia
- It will be possible to place/deposit electronic money only once on the payment card;
- Crediting of anonymous electronic money to the payment card will be limited;
- Payment card will not work in e-commerce channels;
- It will not be possible to exchange electronic money for cash with a payment card - cash withdrawal;

1.1.2. The payment card, which is issued to identified/verified customers, provides for the following conditions:

- It is possible to exchange electronic money for cash from a payment card - cash withdrawal;
- Payment card can be used to purchase services and goods, including through e-commerce channels;
- The payment card can be topped up multiple times;

1.2. Other features of payment cards, including limits, multiples of replenishment, etc. shall be defined by Annex N1 of the Terms and Conditions;

1.3. With payment cards, taking into account the main characteristics specified in paragraph 1.1 of this Annex and the rules defined by Annex N1 of the Terms and Conditions, the following operations can be carried out:

- Cash withdrawal from ATMs;
- Purchase operations in trade facilities;
- Purchases and online payment operations in the electronic space, through electronic commerce (for identified clients within the limits set by law);
- **Cashback** – return of a part of the money from the operation carried out with the payment card to the payment card.
- **Reversall** - termination of the authorization operation automatically or at the initiative of the trading service facility, which is not accompanied by financial processing;
- Refund - return of money to the customer's wallet after the debit operation.

2. General conditions for using payment cards

2.1. The customer shall be entitled to use payment cards issued by **Pay Unicard**, which in turn is a card tool for managing the customer's electronic wallet;

2.2. The use of the payment card shall be regulated by the law and the terms of the license agreements between **Pay Unicard** and the international payment systems VISA and MasterCard;

2.3. To receive a payment card, the customer shall submit a duly completed and certified application to **Pay Unicard**, in the form specified by **Pay Unicard**;

2.4. The payment card shall be the property of **Pay Unicard**. The payment card shall be valid until the end of the month indicated on the payment card;

2.5. **Pay Unicard** shall be entitled, without the consent and/or acceptance of the customer, to deduct the payment card production fee from the customer's electronic wallet;

2.6. **Pay Unicard** shall hand over the payment card to the customer for use (placed in a sealed envelope, and/or through a short text message to the mobile phone number specified in the application, and/or together with an access code (PIN-code) sent in another electronic form determined by **Pay Unicard**) for carrying out electronic wallet operations. The payment card shall be the property of **Pay Unicard**;

2.7. Payment cards shall be issued with a passive status. The payment card shall be activated at the ATM. The service shall also include the actions related to termination of use of **Pay Unicard** services by **Pay Unicard** for the customer;

2.8. Disposing of electronic money on the payment card shall be allowed within the limit set by **Pay Unicard**;

2.9. "3D secure" service of VISA and MasterCard may be activated during the use of payment cards for electronic commerce (for which payment cards are also allowed to use electronic commerce);

2.10. After the customer has made an operation using a payment card, he/she shall have no right to ask **Pay Unicard** to stop this operation;

2.11. Payment cards shall be co-branded with the **Unicard** loyalty system and for their use:

- 2.11.1. Clients shall receive **Unicard** points and discounts specific to the **Unicard** card, which are recorded in **Unicard** loyalty system independently and shall not be connected to the electronic wallet;
- 2.11.2. Customers identified in the slot of the payment card connected to the electronic wallet can receive CashBack from the turnover of the electronic wallet operations, which they can be spent at any merchant;
- 2.12. Payment cards may also be co-branded with **Unicard's** partner organizations and/or other third parties (in the presence of the circumstances provided for in this paragraph, the terms of accrual of points, discounts and usage specific to the **Unicard** card will not apply to the payment card, instead, the terms of the corresponding loyalty system may apply to the payment card);
- 2.13. If the authorized holder does not visit **Pay Unicard** service point to receive the payment card within 6 (six) months after the payment card is issued, **Pay Unicard** shall be entitled to cancel the payment card. In such a case, the payment card production/service fee shall not be refunded to the customer;
- 2.14. In case of expiry of the validity period of the payment card, the payment card shall be canceled automatically;
- 2.14.1. The customer shall contact **Pay Unicard** immediately, or appear at a **Pay Unicard** service desk in person, if the payment card is stolen or lost, or the customer suspects that someone knows his/her PIN code or other access code in order to block the payment card. The payment card can be blocked if the customer who owns the payment card is identified/verified in accordance with the law and the agreement;
- 2.14.2. The payment card is blocked based on the customer's written and electronic (**Pay Unicard** website and **Pay Unicard** internet/mobile application) and/or oral (including through **Pay Unicard** call center) application/notification. The payment card shall be unlocked in accordance with the application/notification received by the customer through the channels/means specified in the same paragraph;
- 2.15. In case of loss of the payment card, **Pay Unicard**, taking into account the request of the client, ensures the restoration of the lost payment card and/or production of a new payment card at its own discretion, and the customer shall be obliged to pay the fee for the restoration/production of the payment card;
- 2.16. **Pay Unicard** shall be authorized to:
- 2.16.1. if necessary, during the validity period of the payment card, replace it with a new payment card;
- 2.16.2. send a message to the authorized owner requesting the return of the payment card to **Pay Unicard**, if there is a reasonable suspicion that the payment card is being used for illegal activities during operations;
- 2.16.3. In case of receiving a notification from the customer about the loss and/or theft of the payment card, to deduct (if any) from the client's electronic wallet or block the funds equivalent to the operations carried out with the payment card in the period from the loss of the payment card to the arrival of the relevant written or verbal notification in **Pay Unicard**;
- 2.16.4. In case of breach of contract by the customer, as well as in the case of customer's insolvency, suspend or terminate the operation of the payment card and take necessary measures to collect the customer's debt to **Pay Unicard**;
- 2.16.5. suspend the operation of the payment card upon detection of illegal/unauthorized operations, as well as upon providing information confirming the illegal use of the payment card by VISA, MasterCard and/or other relevant payment systems;
- 2.16.6. at its own discretion, without any justification, refuse to issue and/or restore the payment card to the customer;
- 2.16.7. block any payment card/relevant e-wallet in order to ensure the fulfillment of the contractual obligation(s) by the client or in case of non-fulfillment and/or non-fulfillment of said obligations;
- 2.16.8. deduct from the electronic wallet without acceptance the equivalent funds of operations performed by all payment cards issued to the client, as well as operations submitted by banks and organizations through the payment system VISA and MasterCard, together with the commission provided for in accordance with the tariffs in force in **Pay Unicard**;
- 2.16.9. cancel a transaction that has been authorized but not yet paid if **Pay Unicard** has proper proof that the transaction has been canceled;
- 2.16.10. block the payment card in case of one or multiple incorrect use of the access codes for using the payment card;
- 2.17. The customer undertakes:
- 2.17.1. regularly to read and to follow the general conditions and security rules of the payment card developed by **Pay Unicard**, as well as strictly protect the confidentiality of access codes, which implies, but is not limited to, the obligation of the client not to store access codes in such a form or on such material or electronic carriers that allow their discredit and not to disclose access codes to third parties and/or to disclose access codes in any other way;
- 2.17.2. under the terms stipulated in the agreement, immediately to inform **Pay Unicard** if the payment card is 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 on the transactions made using the payment card and submit them to **Pay Unicard** in case of disputes;
- 2.17.4. in case of finding a lost payment card, to immediately return it to **Pay Unicard**;
- 2.17.5. to conduct payment card operations in accordance with the given conditions;
- 2.17.6. to pay all commission fees established in **Pay Unicard** for operations, as well as electronic wallet and payment card services, in accordance with the applicable tariffs in **Pay Unicard**; if necessary, reimburse the expenses related to the loss of the payment card;
- 2.17.7. to pay the fee imposed by the international payment systems for the operation, the use of the payment card for the client himself and/or **Pay Unicard**, and/or the fees/expenses incurred within the dispute in the international payment system;
- 2.18. **Pay Unicard** shall not be responsible for the following:
- 2.18.1. In case of loss/theft payment card, before receiving a written and/or electronic and/or appropriate oral application/notification about the loss/theft of the payment card for an unauthorized operation carried out with the payment card;
- 2.18.2. on any illegal operation carried out with a payment card;
- 2.18.3. blocking a payment card on the basis of a false notice ;
- 2.18.4. on suspension of the validity of the payment card;
- 2.18.5. on disputed issues arising between the owner of the payment card and the banks/financial institutions providing VISA Direct or MasterCard MoneySend services;
- 2.18.6. for late, incorrect, inaccurate or incomplete transactions caused by the international payment system or technical reasons;
- 2.18.7. on the possible loss that may be caused to the client between the date of the operation carried out through the payment card and the date of reflection of the mentioned operation on the client's electronic wallet as a result of the change in the currency exchange rate;
- 2.19. Claims of the client with payment cards and/or payment cards are considered individually, taking into account the established rules of the relevant

international payment system (VISA, MasterCard, etc.), the contract and the applicable legislation;

2.20. Complaining of any operation by the client does not indicate an unconditional obligation of Pay Unicard to compensate the client for the damage (loss) caused as a result of the aforementioned operations;

2.21. Pay Unicard will not consider claims, if while losing or damaging payment cards, the authorized owner violated notification rules of Pay Unicard defined by the agreement.

2.22. The customer shall be responsible for:

2.22.1. on all (including unequivocally illegal) operations conducted through a payment card;

2.22.2. for accrued damages, if the access code or other information about the payment card, electronic wallet and its owner(s) became known to a third party for reasons independent of **Pay Unicard**;

2.23. The customer undertakes to compensate **Pay Unicard** for the damages caused by the customer's violation of the terms of this Agreement;

2.24. **Pay Unicard** shall compensate the customer for the amount of an unauthorized or wrongly executed payment operation, if the customer applied to **Pay Unicard** within 13 (thirteen) months after the execution of the unauthorized operation, and the customer notified **Pay Unicard** about the wrongly executed operation without undue delay after receiving information about such operation and from the customer has not violated any of the obligations imposed by the legislation and/or the contract;

2.25. If the account is debited with the amount of an unauthorized cross-border payment operation carried out with a payment card and the customer has notified **Pay Unicard** in respect to the aforementioned, without undue delay after the discovery of such operation, but no later than 75 days after the debiting, then in this case Clause 2.24 shall not apply and **Pay Unicard** shall provide reimbursement to the customer if the execution of unauthorized transaction has a clear connection to a third-party fraud and/or the case reported by the client is similar in content and/or circumstances to the case/cases reviewed by **Pay Unicard** within the last 180 days, within the framework of which/in which the users were reimbursed the amount of the unauthorized operation. For the purposes of this clause, a cross-border payment operation performed by a payment card includes such an operation that was performed using a card instrument issued in Georgia and the receiving provider (acquirer) is a foreign payment service provider. **Pay Unicard's** obligation stipulated under this clause does not apply if the customer has applied to **Pay Unicard** after expiring 75 days from the date the account has been debited for an unauthorized cross-border payment operation.

2.26. Information on the loss or damage of a payment card can be provided to **Pay Unicard** at the phone number: (+995 32) 2 555222;

2.27. In order to use the payment card, the customer is obliged to pay a commission in the amount specified in accordance with Annex N1 of the Terms and Conditions.