Banking Service Terms and Conditions for Individuals

Table of Contents

Part 1 5

1. Introductory Provisions 5

2. Definitions of Terms 8

3. Representations and Warranties 14

4. Banking service tariffs 16

5. Terms of acceptance and execution of the Order 18

6. Liabilities of the Parties 18

7. Limitation of Liability 19

8. Taxes 20

9. Amendment of the Agreement 21

10. Validity Term and Termination of Agreement 22

11. The Client's right to repudiate Banking Products activated from the Bank's Remote Banking Service channels 23

12. Governing Law and Dispute Resolution 24

13. Communication 25

13.11. Verified Number 26

13.12. Verified E-mail ..... Error! Bookmark not defined.

14. Confidentiality and Personal Data Processing 27

14.12. Legal Grounds for Personal Data Processing 29

14.13. The Purpose of Data Processing 30

14.14. Personal Data transfer to/request from Third Party(ies) 31

14.15. International transfer of Personal Data 33

14.16. Direct Marketing 33

14.17. Data renewal, terms of processing and storage 34

Part II 34

15. Bank Account Service 34

15.2. Universal Account 40

15.3. Technical Account ..... Error! Bookmark not defined.

15.4. Service Universal Account for Loan ..... Error! Bookmark not defined.
15.5. Service Account ..... Error! Bookmark not defined.
15.6. Special Currency Account ..... Error! Bookmark not defined.
16. Card 40
16.2. Universal Account Card 45
16.3. Digital Card 45
16.4. Bank Card 3D Security Service 46
17. Remote Banking Service 48
17.1. Security conditions for Remote Banking Service 48
17.2. Open Banking ..... Error! Bookmark not defined.
17.3. Digital Bank 52
17.4. SMS Bank 54
17.5. Mail Banking ..... Error! Bookmark not defined.
17.6. Card Transfers Conducted via the Digital Bank 54
18. Digital Wallet Service 55
18.1. Digital Wallet Service General Terms 55
18.2. Data Collection upon Use of the E-Wallet 55
18.3. Terms and Conditions of Adding the Card in the Device 56
18.4. Security and Liability 56
18.5. Costs and Fees 58
18.6. Suspension or Termination of Using Digital Wallet 58
19. Standing Order 58
20. Direct Debit 59
21. Incentive Programs and/or Promotions 60
22. VISA Direct and MasterCard MoneySend Card Transfers ..... Error! Bookmark not defined.
23. Loyalty Program 60
23.1. Participation in the Loyalty Program 60
23.2. Loyalty Points Program: 61
24. Currency Exchange 64
25. Money Transfers 64
26. Performing operations using SMS signature 65

27. Service through remote service center 66

Part III 69

28. Final Provisions 69

Part 1

1. Introductory Provisions

1.1. This Document represents the General Terms and Conditions[1] of banking services of an individual (hereinafter referred to as the "Terms and Conditions"), which defines the description of banking Products and banking services and the rights and obligations of the Parties in the process of using the said products and services;

1.2. These Terms and conditions may also be referred to in various documentation as the “Terms and Conditions of Banking Service for Individuals” and/or the “General Agreement for an Individuals” and/or the “General Agreement on the Terms of Conducting Banking Operations and Providing Banking Products to an Individuals.”

1.3. The relations between the Bank and the Client are regulated by the Agreement (hereinafter the “Agreement"), which comprises of the following parts:

1.3.1. Application(s), filled in by the Client, signed by the Parties and/or agreed by the Client in another form determined by the Bank;

1.3.2. The present Terms and Conditions;

1.3.3. Fee set by the Bank, including the rates given in the Annex to the Terms and Conditions (hereinafter the "Fees")

1.3.4. Terms and Conditions of Using SilkApp which are available on the following link https://silkbank.ge/en/credit-card-terms/

1.3.5. General conditions and security rules of the Bank Card, which are available on the Bank's website: www.silkbank.ge;

1.3.6. The Privacy Policy of the Bank, which is available on the Bank's website: https://silkbank.ge/en/privacy-policy/

1.3.7. Any additional conditions, Annexes and/or Application(s) (if any) relating to existing and/or future retail Banking services or products offered by the Bank (hereinafter referred to as "Products" or "Product" or "Services") and which will be necessary for the Client to use additional Banking services and/or those provided by this Agreement;

1.4. In case of inconsistency between these Terms and Conditions and the terms of any Annex attached to the Agreement and/or any other related document (to the Agreement), the terms of those Annexes and/or other related documents will take precedence over the matters they address.

1.5. In order to receive the services stipulated in the present Terms and Conditions, the Client is obliged to:

1.5.1. Get familiarized with the present Terms and Conditions for the use of all types of Services and Products;

1.5.2. Fully complete and sign/agree (including in electronic form) the appropriate Application, thereby certifying and warranting that: (a) the Application is completed in full; (b) the information specified in the Application is correct and authentic; (c) before signing the Application and/or expressing consent in any other form, he/she has fully familiarized with the present Terms and Conditions and Fees of the Multicurrency Account service;

1.5.3. Present to the Bank an ID document in order to identify himself/herself, the data of which will be entered in the Application;

1.5.4. Carry out other actions determined by the Bank for the purpose of identification of the Client;

1.6. The list of Products, Services and/or Remote Banking Service Channels offered by the Bank to the Client is provided but not limited by this paragraph:

1.6.1. Account opening and payment services;

1.6.2. Card - VISA, or other payment scheme Bank Card;

1.6.3. SMS Bank;

1.6.4. Remote Banking Services;

1.6.5. Standing order;

1.6.6. Direct Debit;

1.6.7. Savings account;

1.6.8. Bank card 3D security service;

1.6.9. Money transfers;

1.6.10. Currency exchange/conversion;

1.6.11. Credit card;

1.7. The Services, Products and/or Remote Banking Service Channels listed in paragraph 1.5 can be received by the Client in the Tariff Package(s) in combinations established by the Bank and/or can be obtained by the Client independently, without purchasing Tariff Package, in accordance with the terms and conditions and Tarrifs established by the Bank.. For the avoidance of any doubt, in case of purchasing Tariff Package, purchasing such Package does not automatically imply activation of every Product/Service included in the Tariff Package. To activate Products/Services included in the Tariff Package, it is necessary to express relevant consent and/or activate Product/Service according to the rules by the Bank.

1.8. If the Client does not have the right to use any of the mentioned Products and/or Services, the relevant paragraphs describing this Product/Service in the Terms and Conditions will not apply to him/her. These paragraphs will come into effect for the Client after the right to use the relevant Product and/or Service has been granted.

1.9. The Bank is authorized to change the number and/or types of banking Services and/or Products.

1.10. The Bank reserves the right to refuse to provide the service to the Client, if the Client has not properly completed, signed/confirmed or submitted to the Bank any document requested by the Bank in a form and content acceptable to the Bank and/or has not gone through the identification process in accordance with the procedure defined by the Bank.

1.11. The Bank will start providing service to the Client after the Client fills out the relevant Application and submits the documentation required by the Bank and/or completes the process established by the Bank to receive the relevant Product. In addition, if a corresponding Application is not required to use any Product/Service of the Bank, the Client is entitled to use the mentioned Product/Service in accordance with the rules established by the Bank. The norms defined for the relevant Product/Service under these terms will automatically apply. The Bank has the right not to accept the Application and to refuse to provide services to the Client, without giving a reason, at its sole discretion.

1.12. The Bank will start providing service to the Client after the Client fills out the relevant Application and submits the documentation required by the Bank and/or completes the process established by the Bank to receive the relevant Product. In addition, if a corresponding Application is not required to use any Product/Service of the

Bank, the Client is entitled to use the mentioned Product/Service in accordance with the rules established by the Bank. The norms defined for the relevant Product/Service under these terms will automatically apply. The Bank has the right not to accept the Application and to refuse to provide services to the Client, without giving a reason, at its sole discretion.

1.13. Clients applying to the bank for the use of single or multiple services, not explicitly described in these Terms and Conditions, will be subject to the general norms outlined in Terms and Conditions, along with the applicable tariffs/limits for the relevant services. Additionally, all norms not directly associated with any of the products will be applicable to clients.

1.14. The Bank has the right to check the information provided by the Client to it (the Bank) and/or obtained about the Client in any other way, to which the Client declares his/her unequivocal and unconditional consent.

1.15. The use of any Product and/or Service (or part thereof) described in the Terms and Conditions by the Client with the consent of the Bank is considered as the Client's consent to the terms of use of the said Product in accordance with the present Terms and Conditions.

1.16. The Client can open a bank account remotely with the Bank's approval, by adhering to the procedures outlined by the Bank. In such instances, the use of the bank account is permitted, subject to the restrictions outlined by legislation and specified Terms and Conditions.

1.17. The Bank reserves the right, at its discretion and without the need for additional consent from the Client, to unilaterally suspend or terminate the provision of any or all services/products outlined in these terms and conditions to the Client. The execution of such actions by the Bank shall not be deemed a breach of the Agreement terms.

1.18. The Client may exercise the right to terminate any Product or service by submitting a request in accordance with the Bank's established procedures. However, the Bank reserves the authority to reject such a request if the Client has outstanding obligations to fulfill and/or if refusal of termination is deemed necessary for compliance with applicable legislation and/or for regulatory purposes.

1.19. The Bank reserves the right to suspend/terminate/deny the provision of any other banking Services or Products, specified in these Terms and Conditions, including the closure of the Client's Account(s), in the event that the Client, at the Bank's Service Points (including in the surrounding area) and/or Remote Service Channels, exhibits aggressive, insulting, humiliating, degrading, derisive, or discriminatory behavior. Additionally, such actions may be taken if the Client causes damage to the property or inventory of the Bank and/or other person(s), demonstrates a hostile attitude, or behaves (whether verbally, gesturally, or physically) inappropriately within the banking premises, thereby creating an undesirable, intimidating, or hostile environment.

1.20. The Bank reserves the right at any time to unilaterally change the rules stipulated in the present Terms and Conditions and/or the rules, conditions and/or rates contained in other constituent documents of the Agreement in order to bring them (conditions) into compliance with the new rules established by the Bank, changed market conditions, banking practices and/or the applicable Legislation.

1.21. The Client will be informed about the renewal/changes of the Agreement and the present Terms and Conditions in the manner det ermined by the Bank, and if the Bank implements additional Product conditions/lunches Services, the said Services will be used on the basis of filling out the relevant Application(s) and/or providing the

relevant Annex(s) to the Client and/or in another manner established by the Bank, including, without limitation, based on the Client's electronic consent. In the event that the Bank does not hand over the relevant Annex to the Client or the Client does not familiarize with the updated conditions, but he/she implements/continues to use the new or updated Product/Service, it is implied that by said action he/she agrees to the relevant service conditions applicable in the Bank at that time;

2. Definitions of Terms

Unless otherwise defined in this Terms and Conditions and/or the context thereof (Terms and Conditions), the terms below shall have the following meanings:

2.1. Account – any type of account held by the Client with the Bank, including but not limited to:

2.1.1. Current Account – A Sstandard current account and/or a Multi-currency account in which the Client's funds are recorded and which the Client uses for making payments or for other purposes;

2.1.2. Multi-Currency Account – An Account in which monetary funds are reflected separately in multiple currencies and which represents one account;

2.1.3. On-Demand Deposit Account – An Account to which the Bank accrues the Interest agreed upon between the Parties and to which the funds can be deposited, credited, transferred, and withdrawn on demand;

2.1.4. Single-Currency (Mono-Currency) Account – an account in which monetary funds are reflected in one specific currency;

2.2. Access Codes - Card PIN codes, passwords, username, code word and/or any other type of confidential information that may be used by the Client to access remote banking channels and/or to securely access and use various banking services;

2.3. Additional Card – a Card issued by the Bank to the Client and/or another person named by the Client (holder of the Additional Card). An Additional Card, regardless of its owner, is linked to the Client's Account, and the Client/main cardholder is responsible for any Transactions performed with the Additional Card;

2.4. Additional Card Holder - a person in whose name, at the request of the Client, an additional card is issued;

2.5. Affiliated Person(s) - Individuals associated with the Bank who are under direct or indirect control by the Bank and/or through whom the Bank delivers its banking services;

2.6. Agency or Deposit Insurance Agency - an independent legal entity of public law created for the purposes of the Law of Georgia "On Deposit Insurance System" - Deposit Insurance Agency;

2.7. Annex - Any additional document(s) defined by the Bank, signed (confirmed with appropriate consent) by the Client, that elucidates, modifies, and/or terminates the Agreement and/or its terms, serving as an integral part of the Agreement.

2.8. Apple - a legal entity registered in the USA - the company Apple, Apple Inc, whose address is: 1 Apple Park Way, Cupertino, California 95014 USA.

2.9. Apple Pay - A mobile/digital payment system/service created by Apple that allows Client(s) to make payments using an Apple device with Cards enabled or added to the device. A list of compatible devices is available at https://support.apple.com/en-us/HT208531

2.10. Application - written or digital information created and submitted to the Client by the Bank using a material document, electronic, optical or other similar means, including Remote Banking Service Channels (Digital Bank, Remote service center and etc.), to which the Client agrees by his/her action (pressing a button, sending a document, transferring money, dictating a one-time code, etc.), which confirms his/her (the Client's) will and is considered to have equal legal force to the Client's declaration of consent/expression of will to a material document. The Application is attached to the Agreement and is an integral part of it;

2.11. Authentication – Secure authentication provided by Google Pay and/or Apple Pay using methods such as a passcode, fingerprints (Touch ID), facial recognition, or other access codes offered by the respective e-wallet provider;

2.12. Authorization – the procedure by which the Bank verifies the identity of the Client through the use of an access code, and on the basis thereof, provides the Client with banking services;

2.13. Authorized Owner – the Client, the Additional Cardholder(s) and/or his/her authorized representative(s);

2.14. ATM - a self-service electronic software-technical device, through which the Client can withdraw/deposit cash, activate a loan/overdraft, transfer money, get information about the balance on the Account, make payments and conduct transactions allowed by other Banks for this channel.

2.15. ATM Withdrawal Limit - the maximum amount of money allowed to be withdrawn from the ATM during a certain period of time (24 hours and/or one calendar week);

2.16. ATM Deposit Limit - the maximum amount of the deposit allowed during a certain period of time through the Bank's ATM equipped with the appropriate functionality;

2.17. Bank – Joint Stock Company Silk Bank, Joint Stock Company Silk Bank, with the following details: (a) Identification Number: 201955027; (b) Registration Status at the National Bank of Georgia: Commercial Bank; (c) Registration Number: 2/5-98; (d) Head Office Address: 2 Saarbrücken Square, 0102 Tbilisi, Georgia; (e) Website: www.silkbank.ge; (f) Email Address: info@silkbank.ge; (g) Contact Phone Number: +995 32 2 242 242.

2.18. Bank Card 3D Security Service or 3D Security - a service, the purpose of which is to ensure the safe execution of transactions carried out via the Internet with a Card included in the international payment systems of VISA and MasterCard;

2.19. Bank's Commercial Currency Exchange Rate - currency exchange rate set by the Bank for cash and non-cash currency exchange transactions. The exchange rate determines the value of the currency unit to be purchased in the currency, with which the purchase of the currency is made. The Bank determines the commercial exchange rate at its own discretion once or more times each calendar day. The commercial exchange rate determined by the Bank at any moment of the given calendar date fluctuates in the +/- 20% (twenty percent) corridor of the exchange rate recorded on the Bloomberg International Monetary System at that moment. In addition, the Bank may determine different commercial exchange rates at any moment in order to carry out various types of transactions (for example, commercial exchange rates for non-cash and cash payments or for reflecting card transactions may be different from each other at any moment of time).

2.20. Card or Bank Card - the main and/or additional, local or international Bank Card (VISA, or other payment scheme card) issued by the Bank, the mean of payment linked to the Client's Account and used by the Client under this

Terms and Conditions according to the general rules for the use of Cards applicable in the Bank at the relevant time;

2.21. Cashback - the sum of money refunded to the Client as part of a Loyalty Program. The payment terms are determined by the present Terms and Conditions and in accordance with the rules established by the Bank.

2.22. Client - a person, which uses the Services/Products specified in the present Terms and Conditions and/or applies to the Bank to start using the banking Product(s) and/or to carry out a banking Transaction;

2.23. Confidential Information - Unless explicitly stated otherwise in the Agreement, any information or documentation received, processed, created, and/or sent by one of the Parties concerning the other Party and/or its execution as a result of signing (or expressing consent in any other form) to this Agreement's. This includes information/documentation about the Party's personal, share, financial data, the Party's owner/manager/related person(s), transaction(s) with third Party(s), movable and/or immovable object(s) in possession (i.e., business processes/procedures, marketing strategy, project(s), and/or other data), and/or other important information/documentation.

2.24. Credit Card - credit card(s) produced by the Bank for the Client, which the Bank can issue from time to time and offer to the Clients, and on which the credit limit determined by the Bank is allowed. The rules, conditions and Fees for using a Credit Card are determined by the "Credit Card Terms and Conditions" posted on the Bank's website at https://silkbank.ge/en/credit-card-terms/

2.25. Device - Devices eligible for registering a Card in the Digital Wallet. In the case of Google Pay, this includes mobile phones or smartwatches operating on the Android system. For Apple Pay, eligible devices consist of iPads, iPhones, or Apple Watches manufactured by Apple;

2.26. Digital Bank - one of the channels of remote banking services, through which the Client has the opportunity to receive various information and perform banking operations allowed for this channel, through the bank's website www.silkbank.ge and/or mobile application, without appearing in the bank;

2.27. Digital Card - a digital analogue of a Bank Card that does not exist in physical form and which can be used by adding it in Bank's Remote Banking Service Channels (Digital Bank), Apple Wallet, Google Wallet and/or other digital wallets subsequently determined by the Bank to perform card payments and/or to withdraw money from the ATMs with the corresponding functionality.

2.28. Digital Wallet - A digital payment service such as Google Pay and/or Apple Pay that enables Clients to make contactless payments using their respective devices.

2.29. Direct Marketing - direct delivery of information by phone, mail, e-mail or other electronic means in order to form, maintain, realize or/and support interest in an individual or/and legal entity, product, idea, service, work or/and undertaking, as well as image and social topics;

2.30. Discount - the amount of benefit assigned to the Client within the Loyalty Program. The Client is entitled to this benefit in accordance with the rules outlined in the present Terms and Conditions and/or established by the Bank.

2.31. Euro or Euro or EUR - the official currency unit of some EU member states, as well as of Montenegro, Andorra, Monaco, San Marino, Vatican and Kosovo;

2.32. Georgian Lari or Lari or GEL - the official currency of Georgia;

2.33. Google - a legal entity registered in Ireland - the company Google Ireland Limited, whose address is: Gordon House, Barrow Street, Dublin 4, Ireland;

2.34. Google Pay - a mobile/digital payment system/service created by Google that enables Clients to make payments using their devices with Cards included or added to the device;

2.35. H2H - direct hosting, which involves settlement between two payment providers, without the involvement of the international payment system;

2.36. ID Card - a high-tech and forgery-proof identity card of Georgian citizen;

2.37. Inactive Account - a Bank Account specified in the present Terms and Conditions, which has not been used by the Client during the last 12 (twelve) continuous months (including no debit and credit transactions have been carried out on the Account);

2.38. Instruction (or "Order") - an order given by the Client to the Bank regarding the execution of a payment Transaction, which the Client gives to the Bank directly and/or using Remote Banking Service Channels, in accordance with the present Terms and Conditions;

2.39. Legislation - a set of valid legislative and sub-legal normative acts of Georgia, as well as international treaties and agreements of Georgia included in the system of normative acts of Georgia;

2.40. Loyalty Program - An incentive program provided by the Bank to the Client, encompassing discounts, cashback, and/or future benefits, in which the Client participates according to the rules established by the Bank;

2.41. Main Currency of the Account - the currency of the sub-account with the highest priority of the Multi-Currency Account;

2.42. Merchant - a third person who uses the Bank's payment services for the purpose of selling his/her own products and/or services, in particular, settles with his/her own customers by using without the POS Terminal;

2.43. Main Card - a card that the Bank gives directly to the Account holder;

2.44. MasterCard MoneySend Card Transfers - the operation of transferring and/or depositing money from one card included in the MasterCard international payment system to the card included in the same or another payment system, which can be carried out both in the territory of Georgia and abroad through the channels and under the conditions determined by the relevant financial institution.

2.45. Offline transaction - a transaction that is confirmed or rejected without contacting the issuer;

2.46. Online transaction - a transaction that is confirmed or declined by the issuer or the relevant card scheme on behalf of the issuer;

2.47. Operation or Transaction - a set of authorization and subsequent settlement transactions, which signifies performance of permitted Transactions using the Bank's service points, the Card and/or the Bank's Remote Service Channels, including by Card number, PIN, Access Codes, providing the relevant one-time code received on the Verified Number to the Bank (by dictation to the Bank's operator, by entering into the Bank's relevant systems and/or in another form determined by the Bank) or by other means;

2.48. Overdraft - the amount available on the Client's Account in consideration of repayment, payment, security and maturity - a credit limit that the Client uses repeatedly, fully or partially, and which, unless otherwise agreed between the Bank and the Client, will be automatically covered when the amount is credited/deposited to the Client's Account. In addition, the terms and rates for using the Overdraft by the Client are determined in

accordance with the relevant agreement, including the "Standard Terms and Conditions of the Credit Agreement", to which the Client accepts with the relevant Application and/or in another form determined by the Bank.

2.49. Overspending of Amount or Overlimit - debit balance(s) arising on one or more sub-accounts included in the Client's Account, which arose without the prior approval of the Bank;

2.50. Party/Parties - the Bank and/or Client and/or Additional Card Holder(s) in accordance with the context;

2.51. Person(s) - individuals, legal entities (including those under public law), non-entrepreneurial (non-commercial) legal entities, and/or other organizational/unregistered entities created based on legislation;

2.52. Personal data - any information, related to an identified or identifiable natural person;

2.53. Pound Sterling or GBP - the official currency of the United Kingdom of Great Britain and Northern Ireland;

2.54. Priority of Currencies - priority of currency determines the order according to which the Bank (taking into account the Spending Scheme) will deduct funds from the bank accounts of the Client's multi-currency Account to carry out the relevant Transaction;

2.55. Processing or Data Processing - defined in in accordance with the paragraph 14.3.1 of these Terms and Conditions;

2.56. Product - retail banking product and/or service offered by the Bank in accordance with this Terms and Conditions;

2.57. Profiling - any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements;

2.58. POS Terminal - an electronic software-technical device, intended for paying for goods and/or services using a Card or for receiving/withdrawing cash from the cardholder's Account. The POS terminal can be both physical (so-called POS terminal) and virtual and/or hybrid. Generally, a physical terminal is used in banks, commercial and service facilities and all other places where there is physical contact between the cardholder and the provider of goods/services (for example, a bank, shop, gas station, etc.). A virtual terminal is usually used for online payments, i.e., in situations where there is no physical contact between the cardholder and the provider of goods/services (for example, online stores, websites for paying utilities and other bills, online casinos and bookmakers, etc.);

2.59. Recurring Payments - payments made from the Client's Card Account in accordance with the Merchant's request/permanent payment order, at the periodicity and for a specified term requested by the Merchant, based on the prior consent given by the Client to the Merchant and the one-time provided Card data;

2.60. Remote Banking Service Channel - devices, software and/or various electronic channels defined by the Bank, using which the Client is given the opportunity to agree to this Terms and Conditions, to receive the Product(s)/Services stipulated in this Terms and Conditions, to carry out banking Transactions or to receive information related to his/her Account and/or perform other actions permitted by the Bank;

2.61. Sanctioning Authority - the executive/legislative/judicial authority of any state and/or union of states, central bank, state body, legal entity of public law, self-governing body, supervisory/regulatory/controlling body, (including, without limitation, the United States Foreign Assets Control Service, United Kingdom Financial Sanctions Implementation Service, European Union and/or United Nations Security Council and/or any of their legal successors), as well as any international/supranational organization international payment system, financial

institution and/or other authorized body that, within the scope of its activity, will impose any kind of financial sanction(s) and/or other type of restriction(s)/ban(s)/embargo(es) on the Client/persons related to the Client, any field of trade/service and/or on other field of activity;

2.62. Service Account - a single currency account of an individual, which is used as a service account for a physical person's certificate of deposit, fixed-term deposit and loan secured by a certificate of deposit/deposit;

2.63. Service Points - Bank's branch, service center, or another physical location designated by the Bank, where a material application can be submitted to the Bank, Agreements can be concluded, and various banking services/products and other permitted banking operations can be utilized.

2.64. Spending Limit - the maximum amount of spending money from the Card during a certain period of time (which also includes the ATM Withdrawal Limit);

2.65. Statement - information about the Transactions carried out on the Client's Account and balances thereto drawn up in the form prescribed by the Bank;

2.66. Tariff Package - a set of Products established by the Bank, which means obtaining the right to use several banking Products and/or Services at the same time in exchange for the payment of the commission (if any) determined by the tariff package;

2.67. Terms and Conditions - present Banking Service Terms and Conditions fur individuals, that represents integral part to the Agreement, and is available on the Bank's website: www.silkbank.ge;

2.68. Third party(ies) - the Bank's parent and/or subsidiary company, its affiliated and/or group members, the Bank's contractors, suppliers, providers and/or other persons who, on the basis of the law "On Personal Data Protection," process personal data and other information received from the Bank (on behalf and for the purposes of the Bank, as its authorized persons, as well as on their own names and purposes - independently) and/or provide the Bank with personal data and other information about them and/or the Bank's Clients. The categories of third party(ies) are set forth in this Terms and Conditions;

2.69. Token - a unique digital identifier of the Card, which is generated and stored in an electronic device with payment functionality using the appropriate software or in the ecommerce merchant software (website and/or application) and through it performance of payment transactions is possible. All security requirements and obligations of the Client related to the plastic card apply to the token;[2]

2.70. Trade/Service Facility Code or MCC – four-digit code established by the ISO 18245 standard in terms of trade/service facility activities;

2.71. Unauthorized Limit – a negative cash balance on the Customer's Account (negative Account balance), which: (a) arises without the consent/permission of the Bank; and/or (b) is authorized by the Bank to cover the respective indebtedness of the Customer; and/or (c) arises as a result of exceeding the Overdraft limit agreed between the Customer and the Bank. The terms and conditions of payment of the Unauthorized Limit amount by the Customer shall be determined by the Bank in accordance with the rules and conditions established by the Bank.

2.72. US dollar or USD or US$ - the official currency of the United States of America;

[2] Token service is available only for Visa and MasterCard cards, while this service is not available for Maestro cards.

2.73. Verified Number - the Client's mobile phone number recorded in the Bank, which undergoes verification in accordance with the procedures established by the Bank and is used by the Bank at its (the Bank's) own discretion when communicating with the Client and/or confirming Transaction, Instruction, and/or any document (including the agreement) offered by the Bank within the scopes of banking product service/banking service;

2.74. Working Day - the segment of the working day, as established by the Bank (excluding bank-designated holidays and/or holidays mandated by the Legislation), within which the Bank offers its Banking Services. The specific duration of working days and hours during which the Client's payment order can be received is detailed in the relevant Annex to the Terms and Conditions.

2.75. **"Me2Me Service" (in the Application referred to as "Top up from EU Bank")** – a service under which an account opened in the name of the Customer with a bank and/or financial institution in another jurisdiction (the *Sending Account*) is used to transfer funds to an account opened in the name of the Customer with Silk Bank (the *Destination Account*). The Bank provides the Service through the international payment service provider Jigs. Within the Bank's application, the Me2Me Service is presented as "Top up from a EU Bank".

2.76. **Thunes** – an international payment service provider operating within a global payment network, which, within the framework of the Me2Me Service, ensures the receipt and forwarding of payment instructions (orders), transaction routing, and the organization of settlement between the Sending Account Provider and the Bank.

2.77. **Me2Me Payment Instruction (Order)"** – a request or instruction submitted by the Customer to the Bank via SilkApp, in accordance with the procedures established by the Bank, for the purpose of transferring funds using the Me2Me Service.

2.78. **Me2Me Sending Account"** – an account opened in the name of the Customer with another bank or financial institution (the *Sending Account Provider*), from which funds are debited and transferred to the Customer's Destination Account held with Silk Bank for the purpose of executing an Me2Me transfer.

2.79. **Me2Me Sending Account Provider"** – the bank or financial institution with which the Customer's Sending Account is maintained and from which funds are debited for the purpose of executing an Me2Me transfer.

2.80. **Me2Me ASD Destination Account"** – the relevant account opened in the name of the Customer with Silk Bank, which is used to receive funds within the framework of the Me2Me Service.

3. Representations and Warranties

3.1. By expressing his/her consent to the Application provided for in this Terms and Conditions and/or using the Services provided for in this Terms and Conditions, the Client declares his/her consent that:

3.1.1. The Client has full authority (or will obtain appropriate authority) to sign or otherwise agree to and perform the obligations under this Agreement or any other agreement(s) and/or Applications;

3.1.2. The information submitted by the Client to the Bank in the form of an Application or in any other form is accurate, correct and complete;

3.1.3. The performance of the operation(s) provided for in this Terms and Conditions will not violate the terms of any other agreement(s) or other obligation(s) of the Client (if any) or any kind of law, regulation, rule, decree, court decision, order, directive, court regulation or any restriction imposed by a government, governmental or

regulatory authority, judicial or arbitral authority, which the Client is responsible for complying with. The performance of the Operation determined under the terms of this Agreement will not contradict or violate any Agreement, contract, license or other agreement to which the Client is a party;

3.1.4. The Client is not involved in or is not threatened with such legal proceedings, which as a result may have a negative impact on his/her financial situation or activities and/or on fulfilling the terms of the Agreement and/or other contract concluded with the Bank;

3.1.5. By the moment of executing/signing the Agreement and/or any other contract concluded with the Bank and for their entire effective term, he/she/it fulfills/will fulfill the terms of any agreement and/or other covenants, and/or other commitments, disregard of which may have adverse effect on carrying out of obligations assumed by the Client under the Agreement and/or any other contract concluded with the Bank;

3.1.6. By the moment of executing/signing the Agreement and/or any other contract concluded with the Bank and for their entire effective term, he/she/it fulfills/will fulfill the terms of any agreement and/or other covenants, and/or other commitments, disregard of which may cause material or other damage/loss to the Bank and will protect the Bank from such damage/loss.

3.1.7. For the entire period of the conclusion and validity of this Agreement and/or any other agreement/contract concluded with the Bank, he/she will not take any actions that may cause any kind of damage/loss to the Bank, and in the event of such a result, he acknowledges the Bank's authority to use the measures specified by the Legislation and/or in this Agreement.

3.1.8. As of the moment of executing/signing the Agreement and/or any other agreement(s) concluded with the Bank and for their entire effective term, on his/her behalf there is/will be no violations of local and/or international laws (administrative, criminal, etc), including but not limited: money laundering, terrorism, drug abuse, crime against public security, crime against cultural heritage, crime against the rule(s) of using natural resources and environment protection, crime against human rights and freedoms, crime against public health and public morality, crime against entrepreneurial or other economic activities and infringement of the monetary and credit system;

3.1.9. Is not subject to any sanction and/or restriction/prohibition (taking into account amendments made thereto from time to time) required by the Sanctioning Authority;

3.1.10. His/her actions are/will not be intended to cheat the Bank. Taking into account this principle, the document and/or information submitted by him/her/it to the Bank for the purpose of execution and/or implementation of the Agreement and/or any other agreement concluded with the Bank, at the moment of submission, is/will be true, correct and complete. Also, he/she/it is aware that submission of false documents and/or information, also failure to use special-purpose loans for their intended purpos represents the punishable offence according to the Legislation;

3.1.11. Has not directly or indirectly paid or received (or has been involved in any deal which provides for the payment or receipt of) any illegal and/or hidden commission fee, bribe or compensation which may be related to the Agreement and/or any other agreement concluded with the Bank;

3.1.12. At the time of contract conclusion, there was no coercion, deception, or threats from the Bank and/or any third party(s) directed towards the client or his/her relatives. The Bank did not take advantage of the Client's financial situation and did not abuse its market power;

3.1.13. The Client has fully familiarized himself/herself with and accepts the Terms and Conditions of the Agreement, including the rates. The Client confirms that the fines specified in the Agreement are not unreasonably high;

3.1.14. The Client confirms that has fully familiarized himself/herself with the Data Protection Policy, and its amendments, which are posted on Bank's website: www.silkbank.ge;

3.2. The consent given by the Client in electronic form (for example, pressing the consent button on the screen, dictating a one-time code sent to the mobile phone number to the Bank and/or any other action that clearly expresses the Client's will) or any transaction concluded between the Parties in el ectronic form (including, unequivocally, expressing will/consent on the mentioned transaction in an electronic form) has equal legal force of a material document (equal legal force of a personal signature on a material document).

3.3. The Client's representations and warranties are effective until full and proper performance of the obligations assumed by the Parties under the Agreement and/or any other agreement concluded with the Bank, despite full or partial termination of the Agreement and/or other agreement concluded with the Bank.

3.4. The Client shall make every effort to ensure that his/her affiliates (including without limitation Additional Cardholder(s)) do not, take any action that would result in a breach of the representations and warranties contained herein during the entire term of this Agreement.

3.5. After the entry into force of this Agreement, the Client shall immediately notify the Bank in writing of such circumstances that may lead to a violation of the representations and warranties contained in this Agreement or contradict the aforementioned statements. 3.6. In the event of a breach of the aforementioned representations and warranties (without limiting the Bank's right to claim damages resulting from such breach of warranties), if the Client fails to remedy the breach within 10 (ten) Working Days after receiving notice of the breach, the Client agrees to indemnify the Bank and hold the Bank harmless from any loss (which includes - without limitation - consequential damages), claims, costs (which includes - without limitation - the costs incurred by the Bank in exercising its rights), legal proceedings and any other liability that may arise as a result of such breach. To ensure the purposes of this clause, the Client acknowledges the Bank's right to block/close any of the Client's accounts without prior notice, to block/restore/write off funds from any of the Client's accounts and to apply said funds to cover debts owed to third parties or the Bank (if any).

4. Banking service tariffs

4.1. The financial relationship between the Client and the Bank is regulated by the Tariffs established by the Bank.

4.2. The Client pays the commission to the Bank when using any of the products/services and/or Tariff Packages mentioned in Terms and Conditions, in accordance with the Tariffs established by the Bank for the time of their use.

4.3. The Tariffs are available on the Bank's website at https://silkbank.ge/en/individual/accounts/angarishebis-momsakhureba/ and/or through the Bank's remote channels and/or service locations. Furthermore, the Bank shall

be entitled to provide the Client, in another form, including in writing, with information regarding the tariffs of products/services established by the Bank and/or the cost of the tariff package.

4.4. The Bank is authorized to unilaterally change the applicable Tariffs. In case of changes in the Tariffs set by the Bank, the Client will be notified in advance personally or through the Bank's information materials.

4.5. The Bank is authorized to deduct service fees from the Client's Account(s) without acceptance, which may involve debiting fees through currency conversion, in accordance with the Bank's Commercial Exchange Rate on the day of the Transaction.

4.6. If on the day of payment of the tariff (fees) of the Tariff Package(s) the Client's Account already has a debt in the form of the previous month's commission, the commission of the next month/months will be accrued in the form of arrears every month. The amount of the accrued debt will be deducted from the Client's Account(s) immediately after the amount is placed on the Account(s) in any form until the debt is fully paid.

4.7. Payment of the service fee for the Tariff Package(s) is made in advance, once a month.

4.8. The first payment for the Tariff Package(s) is made on the day of purchase of the particular Tariff Package, next payment will be made by the Client according to the selected payment scheme, once a month on the same day of each subsequent month or once a year on the same day of the following year. In case of selecting the monthly payment scheme, if day corresponding the previous payment date does not exist in a specific calendar month, the fee will be charged on the last day of the said calendar month and in case of selecting the yearly payment scheme, if the day corresponding the previous payment date does not exist in particular calendar year, the fee will be charged on the next calendar day.

4.9. Non-payment of any service or tariff package commission by the Client entitles the Bank to suspend or terminate other services or the right to use the Tariff Package defined by these Terms and Conditions.

4.10. In case of purchase of a new Tariff Package (change of Tariff Package) by the Client, the tariffs determined by the new Tariff Package will apply to the Client given the following rules:

4.10.1. Purchase of a higher value Tariff Package - In case the Client purchases a new Tariff Package, the Client is obliged to pay the bank the cost of the new tariff package, and the Client acknowledges that the commission amount paid in advance for the previously purchased package is not subject to reimbursement;

4.10.2. Purchase of a Tariff Package of a lower value - the Client will not be reimbursed the corresponding amount of the commission paid in advance for using the previously purchased Tariff Package.

4.11. The Bank is entitled to change the Client’s Tariff Package with the lower Tariff Package at its sole discretion.

4.12. When purchasing a new tariff package/changing the tariff package, the service fee payment date will be changed and determined according to the date of purchase/change of the tariff package.

4.13. On the day of paying the service fee for a specific Tariff Package, the Client will be charged with the fee of next month or next year according to the payment scheme selected by him/her. If there is not enough balance in the Account, the charged commission, which will be deducted as soon as the money appears in the Account.

4.14. After payment of service fee arrears for the Tariff Package(s), the existing package tariff (if any) will be restored to the Client.

4.15. In the event of a debt owed by the Client to the Bank, the Bank initially debits the corresponding amount from the Client's account(s) to settle the debt. Subsequently, the client is granted the right to manage the remaining balance at their discretion

4.16. Debt owed by the Client to the Bank, the amount is paid is in the order determined by the Bank. In addition, the standard sequence of debt repayment is as follows:

4.16.1. Service fee for Tariff Packages (if any);

4.16.2. Credit debt (if any) – including credit card, overdraft and other credit products;

4.16.3. Percentage of overspending (overlimit) (if any);

4.16.4. Other debts owed by the Client to the Bank (if any).

4.17. For the avoidance of any doubt, the standard order of repayment of the debt specified in the Paragraph 4.16 of the Terms does not exclude the right of the Bank to carry out the repayment of the Client's debt in another order determined at its discretion.

4.18. The Bank will make efforts to inform the Client of the necessity to settle any outstanding debt. However, the Client remains obligated to fulfill the debt even if they do not receive the notification.

4.19. In case the Client stops using all Products included in the Tariff Package, the Bank is authorized to deactivate/cancel the Client's Tariff Package.

4.20. If the Bank learns about the passing of the Client based on the LEPL Public Sevice Development Agency, the Bank is authorized to block each of the Client's active products (including the Client's Accounts) and deactivate/cancel Tariff Package.

5. Terms of acceptance and execution of the Order

5.1. The Bank carries out the payment operation based on the order submitted to the Bank by the payer or recipient. In addition, the order can be submitted in a tangible material and/or immaterial-electronic form.

5.2. The Bank will accept and execute the order only if the payer or recipient has filled in the details requested by the Bank in full and in a timely manner.

5.3. The Client is aware that the acceptance of the order by the Bank does not automatically imply the execution of the payment operation, and the payment operation is related to the relevant validity terms, which depend on the content of the order itself. The period of time established for the acceptance of the order(s) by the Bank, as well as the maximum time required for the implementation of the accepted order(s) are given in the relevant annex.

5.4. The client has the right to recall the payment order from its submission until its acceptance according to the conditions outlined herein, following the procedure established by the bank. However, such a request is not permissible if the order has already been transferred to the relevant payment system.

6. Liabilities of the Parties

6.1. The Parties undertake to compensate each other for any damage (loss) caused as a result of non-performance or improper performance of the Agreement, in accordance with the procedure established by law and/or the Agreement.

6.2. In order to ensure full and timely fulfillment of the liabilities assumed by the Client under the Agreement, the Client declares his/her prior consent to the full authority of the Bank, according to which the Bank at its own discretion:

6.2.1. in case of non-fulfillment and/or improper fulfillment of obligations (including the existence of such a threat) by the Client under the agreement and/or any other agreement(s) with the Bank (including but not limited to credit and/or collateral agreement(s)) shall block the Client's account;

6.2.2. Without consent, write off all payments from any type of Client's Bank account (including unequivocally the commission fees established in the Bank for operations and account servicing, taxes/payments defined by law, erroneously credited amounts, damages/damage compensation amounts) and apply to cover/reduce existing monetary obligations;

6.2.3. If the amount to be paid and the amount credited to the account are in different currencies, the Bank shall carry out the conversion itself at the commercial rate valid in the Bank on the date of payment, and the cost of the conversion service shall also be debited from the Client's account without acceptance.

6.2.4. The Client's liabilities to the Bank shall be reimbursed against any of the Bank's liabilities to the Client.

7. Limitation of Liability

7.1. Given that the Bank is acting on behalf of the Client while providing Banking services, the Client agrees to indemnify and protect the Bank from any damages, losses, legal costs, claims, actions or lawsuits brought by the Client or any third party (including without limitation Additional Cardholders); the Client will also indemnify and defend the Bank against any damage that occurred as a result of using the Banking service, or from any damage that occurred as a result of the operation carried out through the Banking service, from the submitted complaint, claim or application. The Client acknowledges that said operations will be carried out in accordance with the instructions and authorizations received by the Bank under these Terms and Conditions and other relevant special terms, agreements, contracts or similar instruments. The Client also agrees and confirms that the indemnification conditions will remain in force and will be legally binding for the Client even if the Banking service is partially or completely canceled.

7.2. The Client acknowledges and agrees that he/she may be required to sign and execute additional indemnification agreements, statements or other similar documents, especially in relation to transactions made using the Access Code(s). Such additional agreements, statements and similar remedies shall be in addition to and shall not exclude the indemnification provisions herein.

7.3. The Client acknowledges and agrees that the Bank is not liable for: (a) any failure to fulfill payment obligations, including those related to international transfers, if the Client has not provided the necessary details as required by the Bank to complete the payment process; (b) the payment order could not be executed due to actions taken by the recipient and/or correspondent bank, including, but not limited to, blocking or suspending the amount to be transferred, thereby preventing the recipient from receiving the funds. (c) the payment order could not be executed for reasons beyond the control of the Bank, including, but not limited to, an embargo and/or any other

restriction that prevents the recipient from receiving the funds. (d)the amount being blocked by the Bank, correspondent, and/or recipient bank for anti-money laundering and/or other purposes.

7.4. The Client acknowledges and agrees that the Bank is not responsible for any changes to the costs set by the Client for the execution of payment orders related to transfers, including international transfers (such as changes to the transfer commission), if such changes are made by the recipient and/or correspondent bank.

7.5. Notwithstanding the terms of this Agreement, the Bank shall not be liable to the Client for any loss or damage arising directly or indirectly in connection with the Banking Services. The Bank's liability for any loss or damage, loss of profit, business, income or planned savings related to the Banking services specified in the agreement is also excluded.

7.6. The foregoing provisions on indemnification and limitation of liability shall also apply to the Bank's executive officers, directors, employees, representatives and agents, except in cases where the loss is caused by the negligence, willful misconduct or by breach of the terms of this Agreement (including without limitation violation of this terms)by the Bank or the above-mentioned persons.

7.7. When using remote Banking service channels, the Client is responsible for all the orders he issues to the Bank after passing through special security procedures, until the moment he stops using Banking services. This implies responsibility for the assignment or any error made in completing said assignment that was submitted by a third party. The Client must not leave the device for connecting to remote Banking services unattended

7.8. The Bank shall not be liable to the Client if: the Bank has not received the order(s) sent by the Client; the Client provided incorrect or incomplete information to the Bank; a third party was involved in the Internet connection between the Client and the Bank.

7.9. The Bank bears no responsibility for any damages or losses incurred by the Client while using the Electronic Wallet, if such occurrences result from the client's unfair actions or a breach of these Terms and Conditions and/or Google/Apple terms and conditions.

7.10. The Bank holds no responsibility for any technical errors leading to the non-fulfillment or untimely completion of the Client's Order or Application.

7.11. The Bank is not responsible for the non-acceptance and/or non-receipt of banking services by the Client. This includes instances where the Client fails to receive the one-time code an/or no one-time code was sent to the Client, whether due to a service failure of the mobile phone service provider or other unforeseen circumstances beyond the Bank's control.

7.12. The Terms and Conditions outlined in this article will continue to be effective, even in the event of termination of banking services, until both parties have fully fulfilled the obligations arising from the agreement.

8. Taxes

8.1. The Client is responsible himself/herself for submitting a tax application to the state or other authority in accordance with this Terms and Conditions. The Client is also responsible for paying any unpaid taxes (including without limitation Value Added Tax), customs duties, duties, and charges that may be imposed on any liability that may arise in connection with the management of the account(s) or any or all of the Banking services provided

for in this Agreement (together, "tax liability"). In addition, the Bank itself will be responsible for the payment of any tax or liability related to the commission amount received from the Client. If Georgian legislation provides that any obligation can be paid by withholding funds, the Bank and/or any subsidiary/affiliated company will pay or write off such amount at the expense of the Client, taking into account that the Bank will send the Client a corresponding notification. If any tax or penalty is imposed by law on the Bank due to the Client's tax liability, the Client shall promptly indemnify the Bank against all such liability unless the imposition of such tax or penalty is caused by the negligence, indifference or willful act of any of the Bank's units.

8.2. The Bank is obliged to comply only with the requirements stipulated by the legislation of Georgia.Along with the legislation of Georgia, the Client must meet the legal requirements of other relevant countries (including the legislation of the country of which the Client is a citizen or in which country he lives).

8.3. The Client is obliged not to use the account and/or the services described in the conditions for entrepreneurial activities and/or for any activities prohibited by the legislation of Georgia. In addition, in case of starting business activity by the Client and registering as a taxpayer, he/she is obliged to notify the Bank immediately.

9. Amendment of the Agreement

9.1. The Bank is entitled, at its own discretion, on the basis of a notice sent to the Client 1 (one) month in advance, to unilaterally (without the Client's additional consent) change the terms of the agreement, although the obligation of prior warning does not apply to such cases when:

9.1.1. The change in the service tariffs determined by the agreement or conditions is carried out in favor of the Client;

9.1.2. A new payment service, Banking product or remote Banking service channel is added to the agreement or conditions, which does not essentially replace and/or change the services provided in the agreement and/or conditions.

9.2. If the Client does not agree to the conditions changed by the Bank, he/she is obliged to notify the Bank in writing before the changes come into force, otherwise it will be considered that the Client agrees to the changes made.

9.3. In case of refusal to accept the changes, the Client has the right to demand the immediate termination of the agreement, and if such a request is not recorded in the Client's application, the Bank is entitled to terminate the agreement itself from the date of implementation of the changes.

9.4. In case of premature termination of the agreement due to the reason specified in this article, the Bank is entitled to demand, and the Client is obliged to fully cover the existing debt to the Bank (if any), in the manner established by these conditions. In addition, for termination of the agreement, the Client will not be charged any kind of penalty fee and/or additional breach of agreement for early termination of the agreement.

9.5. Informing the Client about changes in the agreement (if necessary) will be carried out by placing the text of the changed conditions on the Bank's website – www.silkbank.ge . In addition, the Bank is entitled to inform the Client about the planned or existing changes in one or more forms of communication specified in the Article 12 of the present Terms and Conditions. The Client himself/herself is obliged to periodically check the Bank's website and familiarize himself with the changes in the conditions.

10. Validity Term and Termination of Agreement

10.1. These Terms and Conditions shall come into force after the Client completes the relevant application, signs/accepts it in electronic form and submits it to the Bank and is accepted by the Bank. The Bank's consent is expressed by starting to provide the relevant Banking services to the Client. Only those parts of the Terms and Conditions that relate to the services indicated by the Client in the application and together with them the parts I and III of the Terms and Conditions shall come into force.

10.2. The Terms and Conditions are valid for the period of validity of the product / service and/or tariff package and are valid until its termination in accordance with the rules specified in these Terms and Conditions.

10.3. In case of renewal of the validity of the product / service or tariff package after termination of its validity, the present Terms and Conditions shall apply to the product / service and/or tariff package, without any additional agreement.

10.4. If the Bank and/or the Client decide to terminate services with certain types of Banking products, the termination agreement will be valid only in relation to the specified services.

10.5. Unless otherwise specified by these Terms and Conditions, including the account closure paragraph, or by Georgian legislation, the Bank has the right to terminate the entire agreement at any time.

10.6. If the Client violates an important condition of the agreement or his/her solvency is threatened, the Bank will refuse to provide services to the Client by sending an appropriate notification and will cancel the agreement, card(s), close the Client's account(s), cancel the Banking services specified in this agreement (including without limitation remote Banking service channels) and requires the Client to fully repay the debt to the Bank and/or terminate the agreement.

10.7. In case of termination of Account service by the Client with the Bank or closure of this account, the Bank is entitled to terminate any or all of the services specified by the present conditions to the Client.

10.8. The Client has the right to cancel the Agreement at any time based on a written notice sent to the Bank 1 (one) month in advance. In addition, with the consent of the Bank, the Agreement can be terminated earlier than the mentioned term.

10.9. Client acknowledges and agrees that the Agreement will not be terminated until Client terminates such ongoing transactions (including without limitation standing orders, automatic utility payments, recurring transactions, and continuing authorizations that Client has provided to a supplier of goods or services and which implies from its Multicurrency Account regularly debiting the amount), which are carried out on the basis of the Client's order from his/her own account(s).

10.10. If either party decides to terminate the Agreement, then: all cards issued by the Bank to the Client or additional cardholder(s) must be returned to the Bank; all access code(s) shall be cancelled; the Client shall pay the Bank all the payable amounts due under the Agreement.

10.11. In case of termination of the Agreement, the payment of the service tariffs shall be made only in proportion to the period of the paid service rendered, and if any regular/periodic commission determined by the tariffs is paid in advance, the Bank will ensure the return of the overpaid amount to the Client.

10.12. If the termination of the Agreement is carried out by the Client before the expiration of 12 (twelve) months from the date of entry into force of the Agreement, the Bank is entitled to charge the Client with the financial liability related to the termination of the Agreement, to the extent that the amount does not exceed the actual expenses incurred by the Bank as a result of the termination of the Agreement.

10.13. Informing the Client about the termination of the Agreement (if necessary) will be carried out in any form of communication specified in the Article 33 of the present Terms and Conditions.

11. The Client's right to repudiate Banking Products activated from the Bank's Remote Banking Service channels

11.1. The Client has the right to repudiate the agreement according to the "Regulation on Consumer Rights Protection in Rendering Services by Financial Institutions" approved by the order of the President of the National Bank of Georgia No. 32/04 dated March 9, 2021.

11.2. The Client has the right to repudiate the signed agreement(s) within 14 (fourteen) calendar days after activation of the Product(s) specified in the present Conditions through the Contact Center and/or Remote Banking Service channel by applying to the Bank's branches with a corresponding application and/or by applying to other channels determined later by the Bank:

11.3. Within 30 (thirty) calendar days after receiving the Client's application about repudiation the agreement, the Bank will review the Client's application and inform the Client about the decision through Client's contact data recorded in the Bank or, if possible, during a visit to the branch, on the spot.

11.4. When the Client applies with the application of the repudiation, the Bank is entitled to request the Client to take additional actions in order to cancel the Banking Product.

11.5. In case of repudiation of the agreement, the Client is obliged to pay, and the Bank is authorized to charge the Client any fee for using the Product (including the Product commission) in accordance with the agreement, any and all expenses incurred by the Bank during the delivery of the Product to the Client, in proportion to the service actually provided by the Bank and the period. In addition, the Bank is entitled to charge the Client with the obligation to reimburse the expenses incurred/to be incurred by the Bank to the third party.

11.6. The Bank will return the costs incurred by the Client for using Banking Products. In addition, the Bank is entitled to deduct the expenses incurred by the Bank for the delivery of the Banking Product to the Client (including in accordance with Section 11.5 of this article) from the amount to be returned to the Client and if such expenses incurred by the Bank exceed the expenses incurred by the Client, the Bank is entitled to deduct the corresponding amount from any of the Client's Account without acceptance, at the same time if the amount to be paid and the amount on the Account are in different currencies, the Bank shall carry out the conversion itself at the commercial rate valid in the Bank on the date of payment, and the cost of the conversion service shall also be debited from the Client's Account without acceptance.

11.7. If, in accordance with this article, the Client does not reimburse the amounts to be returned/reimbursed by Client to the Bank, and/or does not carry out the relevant procedures required by the Bank in accordance with these Conditions within the established period, it will be considered that the Client did not use the right of refusal granted by the regulation and, accordingly, will continue using the Product as standard, in the manner established by these Conditions.

11.8. The Client understands that applying to the Bank with an application about repudiation the agreement does not automatically l ead to the realization of the mentioned right and the cancellation of the use of the Product. The Client's right to repudiate the agreement will be considered realized, and the use of the Product cancelled, after the Parties have fully reimbursed each other's expenses and the Client has followed all the procedures established by the Bank.

11.9. The Client does not have the right to repudiate the deposit agreement according to the "Regulation on Consumer Rights Protection in Rendering Services by Financial Institutions" approved by the order of the President of the National Bank of Georgia No. 32/04 dated March 9, 2021.

11.10. The Client does not have the right to repudiate the agreements, which, based on the clear and unambiguous request of the Client, have been fully performed by both Parties, before the Client exercises the right to repudiate the agreement.

11.11. The Client is aware that in case of repudiation of the agreement concluded remotely by him, the Related Agreement to it, which was concluded with the Bank or a third party, on the basis of the existing agreement between the Bank and the third party, will also be cancelled. Accordingly, the Client is obliged to compensate the Bank for the costs of signing the Related Agreement, which the Bank actually incurred.

11.12. Using the right to repudiate the agreement does not lead to the cancellation of the payment operations performed by the Bank on the Client's order and/or the cancellation of such payment operations, the execution of which is not instantaneous and depends on the involvement of third parties, and the Bank, on the Client’s order, has already actually started to initiate the execution of the payment operation/send the order.

11.13. The Client acknowledges and agrees that the repudiation of a separate Product included in any Tariff Package purchased by the Client under these Terms does not mean the repudiation of the Tariff Package and all other Products purchased/activated by the Client with the Tariff Package remain active for the Client. Accordingly, the Client understands that since the fee paid by him when purchasing the Tariff Package is the fee of the Tariff Package, the cancellation of any Product included in the Tariff Package does not result in a refund of the fee paid by the Client, if the Client continues to use at least one Product included in the Tariff Package.

12. Governing Law and Dispute Resolution

12.1. The present Terms and Conditions are governed and interpreted in accordance with the Legislation.

12.2. Any dispute, objection or claim arising out of or relating to these Terms or any breach of these Terms shall be settled by negotiation between the Parties.

12.3. In case of failure to settle the dispute, the parties apply to the court based on the location of the Bank.

12.4. The Client is authorized to submit a Complaint regarding the fulfillment of the terms stipulated in the Agreement to the Bank, which the Bank will discuss in accordance with the "Complaint review procedure" (which is available on the following web-page:www.silkbankge Unless otherwise defined in this Terms and Conditions;

12.5. In the event of non-satisfaction (including not responding) or partial satisfaction of the Client's complaint related to the payment service, the Client may within no later than 6 months from the date of filling the complaint with the Bank, apply to the Dispute Review Commission within the National Bank of Georgia, which will review the dispute free of charge.

13. Communication

13.1. When communicating in written form, the notice must be delivered to the party to the contact details specified in the Agreement, in the applications, and/or other agreement(s) with the Bank personally, by courier (including registered mail and/or court courier), e-mail, cellular communication (short text message Digital Banking and/or other means of communication subsequently determined by the Bank, taking into account that:

13.1.1. The notice sent by the Client to the Bank in person and/or via courier is considered delivered on the day of registration of the notice in the Bank's chancellery, and when sent to an e-mail address, on the day the Bank sends a reply e-mail confirming receipt to the Client;

13.1.2. The notice sent by the Bank to the Client via courier (including registered mail and/or court courier) is considered delivered on the day of delivery to the Client, and in the absence of confirmation of said delivery, on the next calendar day after delivery to any person at the Client's address;

13.2. The notification sent by the Bank to the Client via e-mail is considered delivered on the day of receiving the confirmation from the Client's e-mail server (notification about registration in the addressee's e-mail), and in the absence of such a confirmation, on the next calendar day;

13.3. The notice sent by the Bank to the Client through cellular communication (short text message), Digital Bank and/or other means of communication determined later by the Bank is considered delivered on the day of sending the notice, and in the case of posting information on the Bank's website - on the day of posting the information.

13.4. If the Client does not notify the Bank in advance about the change of any contact data (including any requisites contained in the agreement) and/or directly or through a contact person refuses to receive the notice sent under the agreement or the sent notice cannot be delivered to the Client due to not being at the address twice in a row, any such notice made by the Bank shall be considered submitted on the next calendar day after the notice is sent.

13.5. If the Client's contact data(s) are not specified in the agreement or the notice cannot be delivered to the addressee after the second consecutive attempt, the Bank shall be entitled to inform the Client through public publication (either in print, online or in any other form). This action will not be considered a breach of personal data and this agreement will be considered as the Client's consent to the processing of his/her data for this purpose and scope.

13.6. Communication between the parties is carried out in the Georgian language, and the Bank is authorized to communicate with the Client in any other language acceptable to the Client.

13.7. The bank is authorized to communicate with the client for various purposes. Consequently, messages intended for the client (both written and oral) may be (a) informational/transactional (examples include information about operations performed on the client's account, delivery of access codes to the client, and reminders of the payment schedule), (b) contractual obligations (such as a warning about the existence of a debt, a request for the fulfillment of an obligation, etc.), (c) marketing (such as a new credit or product offer, etc.), and/or content determined by law.

13.8. When communicating with the Client, the Bank is entitled to use any contact data recorded in the Bank from the Client, or from the third parties with his/her consent, or recorded from the Client himself/herself about third parties. The contact data of the Client and/or third party(s) recorded within the framework of one contractual relationship (regardless of whether the mentioned agreement is valid or not) can be used by the Bank for the purpose of communication of the same and/or another Client of the Bank within the framework of another contractual relationship with the Bank and vice versa.

13.9. The Client himself/herself is responsible for the consequences that may arise from the violation of confidentiality when using contact data. If the Client does not want the Bank to use any of the contact data, the Client must apply to the Bank in writing.

13.10. Verified Number

13.10.1. The Bank is authorized to use the Client’s verified number for the purposes of communicating with the Client and providing banking services, including for the Client’s confirmation of, or expression of consent to, documents (including agreements) offered by the Bank within the framework of banking services or banking product services.

13.10.2. The Client's mobile phone number is verified in accordance with the rules/procedures established by the Bank.

13.10.3. As a result of the Client dictating one-time code, sent by the Bank to the Client’s mobile phone number, to the Bank, the Bank is entitled to consider the mentioned mobile phone number as the verified number of the Client.

13.10.4. By verifying the number in accordance with the procedure established in the Bank, the Client confirms that the mobile phone number is in his/her rightful possession and in case third party(ies) gain access to the number and use the Banking services in this way, the Bank is fully released from the obligation to compensate for any damage/losses.

13.10.5. In case of number verification, the Bank is authorized to change the Client's mobile phone number (if any) previously used within the Banking services and to use the Client's verified number when the Bank provides services to the Client.

13.10.6. In case the verification of the number is carried out by contacting the Bank through remote service channels, the mobile phone number specified in the relevant process will be considered verified only after the Client successfully completes the relevant process.

13.10.7. In case of verification of the verified number by another person, the Bank is authorized to cancel the verified status of the Client's mobile phone number.

13.10.8. Any message sent to the verified number/received from the verified number and/or any consent expressed from the verified number (including by declaring the consent code received on the verified number to the Bank) shall be considered as a valid message/offer/consent by the Client.

13.10.9. The Bank is entitled, at its own discretion, to determine the service(s) for which a verified number is necessary for use and to refuse to provide such service to the Client, if he/she (the Client) does not verify the number in accordance with the procedures established in the Bank. In addition, the Bank is authorized to restrict the use of Banking services to Client, which is based on the verified number, if the status of the Client's verified number is canceled for any reason.

13.10.10. The Client is obliged to immediately notify the Bank of the loss of the verified number, cancellation of ownership, alienation, gaining access by third party(ies), and/or any other changes related to the said number, which may affect the safe provision of services by the Bank, as well as on Data Processing (including for Direct Marketing).

13.10.11. The Bank is not responsible for the consequences caused by the change, alienation, loss, transfer to third parties and/or any similar situation of the verified number.

14. Confidentiality and Personal Data Processing

14.1. The parties are obliged, both during the term of the Agreement and after the expiration of contractual relations, not to disclose and/or transfer Confidential information to third party(ies).

14.2. The above limitation does not apply to information or disclosure of information: (a) which is/will be made public by law or which can be obtained from other sources; (b) if there is a consent to disclosure from the party providing the confidential information and/or agreement between the parties; (c) which will be disclosed by the Party(ies) in compliance with the requirements of the Legislation, including for the exercise of their rights in a court and/or which is disclosed as a result of satisfying the legal request of third party(ies).

14.3. The terms used in this Article, including but not limited to 'Personal Data', 'Data Processing', 'Data Controller', 'Data Processor', 'Joint Controller', 'Direct Marketing', and other related terms, shall have the meanings ascribed to them under the Law of Georgia on Personal Data Protection.

14.4. The Bank's processing of Personal Data shall be carried out in accordance with these Terms, the Bank's Privacy Policy (available on the Bank's website: https://silkbank.ge/en/privacy-policy/), and the legislation of Georgia.

14.5. The Client acknowledges that both during the period of using the Banking Services and after expiration of relevant contractual relations, the Bank, as the Data Controller, or based on the context of data processing - as the Data Processor and/or the joint Controller, may, in accordance with the purposes determined under the present Conditions process the information related to the Client, including the Client's Personal Data.

14.6. The types of data, purposes and grounds of processing, data security standards, sources of data collection, data subject rights, rules and conditions for data sharing with third parties, data retention periods, and other relevant matters related to the processing of Personal Data are regulated, together with this Agreement, by the Bank's policy, which is publicly available on the Bank's website: https://silkbank.ge/en/privacy-policy/

14.7. In the context of data processing, the Client's Personal Data and/or information containing banking secrecy available at the Bank in any form may be processed by the Bank and/or by third parties listed in these Terms

(including, without limitation, the Bank's authorized persons) for the purposes defined under these Terms. Such processing may include, but shall not be limited to, the processing of the following information (including Personal Data):

a) Client's identifying and contact information;
b) Information regarding Bank Accounts and financial transactions;
c) The terms of this Agreement and of any other agreement and/or pre-contractual arrangement concluded between the Bank and the Client, as well as the data recorded therein;
d) Data processed and/or collected by the Bank in the course of providing any services to the Client;
e) Any information received by the Bank from the Client; and/or obtained from publicly available sources; and/or obtained from third parties in the course of providing services to the Client; and/or generated as a result of analysis of data concerning the Client;
f) Information regarding income, credit history (both negative and positive, including details of current and/or past debts, loans, and their repayment), and solvency status (including the Client's creditworthiness score, its criteria, and/or methodology);
g) Any other information which, in accordance with the Law of Georgia on Personal Data Protection, is defined as Personal Data.

14.8. Data processing by the Bank in the remote and/or electronic channels (including, without any limitation, web-browser, the Bank's website, Digital Banking, the Bank's mobile applications, PAY terminals, ATMs and/or other technical means and channels for data transfer and receipt) shall also include recording the Client's activities (for example, identification of the Client's location while using electronic channel, description and analyse of the Data indicated in the search engine, record and analyse of the frequency of Product choice and/or any other statistics) and use of other information (such as the contact information of the Client and/or the third parties) indicated by the Client.

14.9. In order to provide Banking Services and to optimize services, the Bank is authorized to make available limited information to the Client in case while using Pay terminal and/or other remote service channel(s), identification of the Client is carried out by his/her personal number and/or any other method defined by the Bank. This information may include: information about Client's Banking Product(s); current monthly debt of the loan(s) (if any), without displaying total debt; information about Client's accounts/Banking Cards; limited information about details of the Account/Cards;

14.10. The Bank shall not be liable for obtaining information about the Client by the third parties through Pay terminal(s)/ATM(s) and/or other remote channel(s), by entering information required for Client identification on Pay Terminal/ATM.

14.11. The Bank is authorized to make a decision which has legal or other significant consequences for the Client, in relation to the Client only automatically, on the basis of Profiling, in compliance with the requirements of the Legislation, including if it is necessary to perform or enter into a contract with the Client, it is envisaged by law or a subordinate normative act issued on the basis of law within the scope of authority

14.12. **Legal Grounds for Personal Data Processing**

14.12.1. The Client acknowledges that both during the period of using the Banking Services and after expiration of relevant contractual relations, Bank processes information (including Personal Data) related to the Client or/and the third person(s) indicated by the Client based on at least one of the following grounds:

14.12.1.1. Upon Client's consent to the processing of his/ her Personal Data for one or more specific purposes;

14.12.1.2. To fulfill obligations arising from contract concluded with the Client or to conduct a contract at the Client's request;

14.12.1.3. To review the Client's Application and/or to provide Banking Services;

14.12.1.4. To protect Bank's and/or Third Parties' legal interests;

14.12.1.5. To fulfill obligations prescribed under the Legislation;

14.12.1.6. To perform tasks carried out in the public interest, including for the purposes of crime prevention, public safety and law enforcement;

14.12.1.7. In other cases provided by the Legislation.

14.12.2. If the Legislation requires the consent of the Client for the processing of data, such consent shall be deemed to be actively expressed via any electronic and/or non-electronic means under which the Client agrees to the relevant terms and conditions and which together with this application constitutes a single agreement. If the Client expresses his/her consent onto his/her Personal Data processing (including the consent on obtaining and further processing of the Client's Data stored at the Credit Information Bureau, the Ministry of Internal Affairs, the LEPL Service Agency of the Ministry of Internal Affairs, the LEPL Revenue Service the LEPL Public Services Development Agency and other relevant databases, consent to processing of personal data for Direct Marketing, etc.) by means of various remote service channels, digital, or electronic communication channels (ATM, fast payment terminal, Digital Bank, Bank's remote service center (inc. hotline), one-time SMS code sent to the Client's mobile phone number, etc.), such consent shall be deemed to have the same legal force as a document executed in writing, printed on paper, and confirmed by the Client's signature. In addition, the Client is aware that in the event of the withdrawal of the consent to relevant data processing, such withdrawal shall not affect the lawfulness of processing based on consent and shall not mean the cancellation of legal consequences arising before its withdrawal.

14.12.3. If the Client provides the Bank with information regarding third parties (additional Cardholder, guarantor, family member(s), employer, contact person, etc.), including, without limitation, their Personal Data, solvency information, information about the assets, etc.(together as – Personal Data), the Client himself/herself is responsible for obtaining prior consents from respective persons to the processing of their Data by the Bank in accordance with the purposes and conditions set in the present Conditions and the Bank's Data Protection Policy. Therefore, the submission of such information to the Bank implies that the Client has obtained prior consent from these person(s), has ensured that the person is familiar and agrees with the present Conditions, as well as the Confidentiality/Data Protection Policy(ies) published at the Bank's website www.silkbank.ge, and the Bank will not be liable to additionally acquire any such consent. The Client shall be liable for any damage/loss the Bank may suffer due to nonfulfillment and/or improper fulfillment of the obligation prescribed under this

paragraph. The Client shall compensate and hold the Bank harmless from all losses (including, without limitation, any consequential loss), claims, expenses (including, without limitation, expenses incurred by the Bank as a result of protecting its rights), judicial proceedings, and any other liabilities that may arise due to nonfulfillment of such obligation.

14.13. **The Purpose of Data Processing**

Based on the context of Data Processing, the Bank and/or the Third Parties determined under the present Conditions may perform Data Processing for various purposes, including without any limitation the following:

14.13.1. To provide Banking Services in full and complete manner;

14.13.2. To provide products and services, including through remote Banking/payment service channels/payment instruments (fast payment terminal, ATM, remote service center (inc. hotline), etc.) in order to ensure appropriate services/offers to the Client;

14.13.3. To identify/verify Client in the proper manner and to ensure periodic update of the data;

14.13.4. For credit risk assessment, and to check the Client's creditworthiness;

14.13.5. To effectively communicate with the Client, including ensuring an appropriate and timely investigation and response to his / her statements, appeals or complaints;

14.13.6. To reflect Client in credit bureau's or other similar credit rating company's database, and in order to calculate credit score which is associated with the information on unpaid credit(s) and statuses of other overdue / outstanding financial obligations, and also with collection, processing and dissemination of the information on current and paid credits/liabilities of the Individuals and legal entities.

14.13.7. To provide Client related information, including Client's personal data and bank secrecy, to the prospective assignors and assignees, regulator, controlling body or regulatory authority in order to protect the legitimate interests of the Bank, Client and / or a Third Party, as well as in cases determined under the applicable Legislation and/ or the relevant contractual terms;

14.13.8. To create legal evidence;

14.13.9. To defend the legitimate interests of the Bank and ensure the enforcement of its legal rights, including in the event of non - timely and / or improper fulfilment of the obligation (s) imposed on the Client by the Bank;

14.13.10. To improve and develop Banking Services which implies analysing the information related to the Client including analysis of his/her credit history, statistical Data analysis, etc.

14.13.11. To prepare and demonstrate various reports, researches and/or presentations;

14.13.12. To ensure and facilitate anti-money laundering and crime prevention services in order to prevent, detect, investigate, and prosecute fraud and / or possible fraud, money laundering and other crimes;

14.13.13. To offer increase in credit amount and/or other change in credit agreement terms and conditions (including without any limitation the maturity date and interest rate) to the Client, that requires checking the Client's credit history/solvency.

14.13.14. In order to offer new and/or additional credit or non-credit products, the necessary prerequisite is the verification of the Client's credit history/solvency/income at the time of the offer;

14.13.15. To carry out Direct Marketing;

14.13.16. To ensure the security of the Client and the Bank;

14.13.17. In any other event where the purpose of further data processing is compatible with the initial purpose;

14.13.18. For other legal purposes and/or in order to properly fulfil obligations prescribed under the Legislation.

14.14. **Personal Data transfer to/request from Third Party(ies)**

14.14.1. The Bank strictly protects the confidentiality of the information, related to the Client and the third parties (additional card holder, guarantor, contact person, etc.) indicated by him/her, including their personal data. With that, the Client acknowledges and declares his/her consent to the fact that in order for the Bank to perform statutory duties, protect its legal interests and to fully and properly service the Client, based on data processing contexts and purposes, the Bank is authorized to transfer data about the Client and/or the person(s) indicated by him/her to the Third Party (ies) listed in the present Conditions and/or obtain the said information from such Third Party (ies) to the extent necessary for the purposes defined by the present Conditions and/or the Legislation, including but not limited to:

14.14.1.1. Within the framework of provision of the banking services by the Bank, as well as within the framework of various services requested during the period of using banking services, the Bank, pursuant to the manner determined by the Legislation, shall have the right to repeatedly obtain and process Personal Data related to the Client from electronic database of Public Services Development Agency LEPL, where necessary including, but not limited to the Client's e-license contactless chip identifier (UiID) and a signature;

14.14.1.2. For the purpose of analyzing the Client's creditworthiness, the Bank is entitled to repeatedly obtain and process data concerning the Client through JSC Creditinfo Georgia (ID No. 204470740), including data relating to the Client's active credit/loan and off-balance sheet obligations (such as letters of credit, guarantees, and others) during the period such obligations are outstanding with the Bank.

14.14.1.3. To provide the LEPL Revenue Service (hereinafter - the Revenue Service) with the Client's identification (personal number) and contact (telephone number) data and to receive any information related to the Client from the Revenue Service database within the scope of the memorandum between the Revenue Service and the Bank in order to analyze the Client's solvency prior the loan is disbursed and/or throughout the term of the loan, to conduct credit portfolio assessment and review, overdue credit portfolio management and to perform marketing activities (offering of banking product(s)/service(s)).

14.14.2. The Client acknowledges that without assessing the Client's solvency, the Bank will be unable to fully analyze the Client's income, expenses and obligations, which is necessary for monitoring the existing obligation (if any) and/or to assess solvency for new credit/loan, off-balance sheet (letter of credit, guarantee, etc.), including to ensure responsible lending in accordance with the Legislation.

14.14.3. The Client acknowledges that for the purpose of creditworthiness analysis, the Bank will collect/process all the credit/non-credit and other relevant information about the Client, which is related to the transfer and receipt of information to/from the credit information bureau in accordance with the rules and conditions stipulated by the legislation of Georgia. This information is processed for the purpose of analyzing the Client's solvency and will be available to cooperating users involved in the credit information bureau in the manner established by law (credit organizations and recipients / suppliers of information). At the request of the user (including the data

subject), the data controller is obliged to correct, update, add, block, delete or destroy the data if they are incomplete, inaccurate, not updated, or if their collection and processing was carried out against the law.

14.14.4. In addition to the above, the Client acknowledges, and declares his/her consent to the fact that for the purposes set forth in the present Conditions or defined by applicable Legislation, based on data processing contexts, without additional, prior or subsequent consent or acceptance from the Client, the Bank is authorized to transfer and / or obtain personal and/or banking information about the Client and / or the third parties indicated by him/her (including but not limited to account balances and / or debts, transaction information, etc.) from the following types of the persons:

a) The Bank's partner companies, including various service suppliers both local and/or international with which Bank commercially cooperates and who, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the Bank;
b) The Bank's contractors and/or corporate clients who use the Bank's payment services to receive payments from their customers (subscribers) (so-called billing);
c) Payment service provider(s) and those third parties who carry out the identification / verification procedures in accordance with the legislation of Georgia for the provision of banking / payment services by the Bank to the Client through remote banking / payment service channels / payment instruments (fast payment machine, ATM, etc.) and who, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the Bank;
d) Public organizations, such as supervisory, independent, judicial, investigative and other institutions, state or local self-government bodies and legal entities established by them;
e) Anti-money laundering organizations/services (both in Georgia and abroad);
f) Credit information agencies that collect and share credit information necessary for identification and credit data verification/check;
g) Problem asset management and/or collector organizations which provide collection services and/or purchase the right to claim (cession).
h) International and local payment service providers, including international and local remittance operators;
i) Professional organizations providing services to the Bank, such as external financial and legal advisors, auditing, research, advertizing companies, etc in order to deliver consulting, research, marketing and other services and who, in turn, undertake to manage appropriate organizational and technical measures to ensure the confidentiality and security of the information provided by the Bank;
j) Insurance companies, for the purpose of obtaining relevant insurance services for the Client;
k) Postal companies in order to deliver relevant correspondence to the Client;
l) Related third parties, subsidiary companies, affiliated parties and other partners;
m) Third parties to whom the Bank may sell, transfer or merge part of its business or assets;
n) International financial institutions in order for the Bank to obtain financing;

o) Other persons with which data sharing is necessary to fulfill Bank's duties related to reporting, ensuring compliance with Legislation and/or the requirements of the agreement signed with the relevant person, as well as performing audit/monitoring and protecting Bank's legal interests.

14.14.5. The Client acknowledges and agrees that the list given in the present Conditions is not complete, exhaustive, and from time to time third party categories may change.

14.15. **International transfer of Personal Data**

14.15.1. The Client acknowledges and confirms that in the cases envisaged by the Legislation, including for the purposes of fraud and money laundering prevention, as well as for the purpose of fulfilling the contract/providing banking services to the Client, and/or to protect the legitimate interests of the Bank, without prior and/or additional consent of the Client, the Bank is authorized to transfer Client's Personal data outside of Georgia to the organization(s)/third party(ies) registered in a foreign country.

14.15.2. Taking into account particular necessity, the Client's Personal Data may be transferred to the organization based/operating in a country with no adequate safeguards for personal data protection as defined by the relevant normative act of the head of the personal data protection service of Georgia/its successor.

14.15.3. The Client is aware that the possible risks of data sharing in countries without adequate safeguards for personal data protection may be related but not be limited to the absence of local supervisory authority, and no (or only limited) individual data protection and privacy rights. In some of these countries the privacy and data protection laws and rules on when data may be accessed may differ from those in Georgia. In such a case, the Bank ensures the agreement on the Personal Data transfer is at place, which defines the obligations of the receiving party to ensure the protection of the Client's personal data in accordance with the requirements stipulated by the Legislation.

14.16. **Direct Marketing**

14.16.1. The Client acknowledges that the Bank, based on the consent of the Data Subject, independently, as well as through authorized and/or related person(s), in accordance with applicable law and the Bank's Data Protection Policy, processes the Client's identifying, contact, financial, and other personal data for the purpose of directly and personally offering/providing information to the Client regarding the Bank's banking services, including credit products, promotions, and other services, via telephone, mail, email, and/or, without limitation, other available telecommunication/electronic means (direct marketing).

14.16.2. The Client has the right at any time to request the termination of data processing for direct marketing through telephone, mail, email and/or other electronic means using the same form/channel through which direct marketing is carried out, as well as by contacting Bank's service center and/or a hotline (0 322 24 22 42) or by any other form agreed between the Parties and/or prescribed under the applicable Legislation. However, the Client is aware, that in the absence of a consent to Direct Marketing, Bank will be unable to offer the Client customized services / products under the above conditions.

14.16.3. For the avoidance of any doubts, direct marketing shall not be deemed as and, correspondingly, the Client shall not be entitl ed to demand cessation thereof, receiving product, service, etc related information (e.g. advertising

banner, flyer, oral offer, etc.) if such information is presented directly by the Bank and/or its representative at the points of banking service provision or in remote channels which belongs to (is associated with) the Bank (including ATM, digital bank, etc.)).

14.16.4. The Client is aware that upon a request to stop offers as a part of direct marketing, only communications of an advertising nature shall be terminated. Bank will further contact the Client using the contact data kept in the Bank, regarding the issues/obligations arising in the framework of the relationship between the Bank and the Client, including, taking into account the requirements of the Legislation, in order to inform the Client about credit overdue and any other type of debt, to provide information about changes in service/product conditions, deposit insurance, as well as to provide a response to the Client's statements or requests and to deliver other relevant information.

14.17. Data renewal, terms of processing and storage

14.17.1. During the validity of the Agreement, as well as after its termination, the Bank will process the information mentioned in present Conditions, including Personal Data, for the purposes specified in the Conditions and for the period necessary to achieve the purposes of data processing, to protect the legitimate interests of the Bank, and/or for a period of time that is requested by the regulator and/or is envisaged by the Legislation.

14.17.2. Processing of the data submitted by the Client through electronic channels (web-browser, the Bank's web-site, Digital Banking, mobile applications and/or other technical means of data transfer), shall not be terminated upon deletion of such information in electronic channels by the Client. Such information shall also be stored by the Bank for the period necessary to achieve the purposes of data processing, to protect the legitimate interests of the Bank, and/or for a period of time that is requested by the regulator and/or is envisaged by the Legislation.

14.17.3. Upon Client's request(s), the Bank shall provide the information related to the Client's Personal Data in accordance within the framework established by the Legislation. The Bank may apply service fee for submission of such information unless free submission of information is determined under the Legislation.

14.17.4. The Client shall promptly inform the Bank in a written form if he/she considers that the information stored at the Bank is not accurate or complete. In no case will the Bank be responsible for any consequences caused by not getting such notification from the Client and processing of false, inaccurate and/or incomplete data.

14.17.5. Unless the applicable Legislation provides otherwise, the Client may not request the Bank to erase the Client's Personal Data accumulated at the Bank

14.17.6. Additional terms of Personal Data Processing are outlined in the Confidentiality/Data Protection policy(ies) available on the Bank's website www.silkbank.ge.

Part II

15. Bank Account Service

15.1. Opening and Using Account

15.1.1. The Account will be opened to the Client after filling out the Application, including through the Remote Service Channel specified by the Bank, submitting the appropriate documentation, going through the process established by the Bank for opening the Account and paying the relevant fee (if any).

15.1.2. The Client authorizes the Bank to accept and act in accordance with his/her Instructions provided to the Bank by the Client in writing by electronic means or in any other form acceptable to the Bank. In the event that the Client's Instructions are not submitted in writing, in particular, they are not signed by the Client, the Bank has the right to accept and perform them, if the security procedure established in the Bank is followed.

15.1.3. In case of insufficient balance or no balance on the Client's Account in the currency of the Transaction, the amount of the Transaction will be deducted according to the Spending scheme and Priority of Currencies. The amounts can be converted, if necessary.

15.1.4. The Client acknowledges and agrees that the transfer fee determined by the Bank applies to international transfers. The Client further acknowledges and accepts that additional fees may be charged by the recipient and/or correspondent bank during the execution of an international transfer. The Bank is not responsible for commissions deducted, withheld, or blocked by the recipient and/or correspondent bank, additional fees established by these banks, or any other charges, including partial refunds of the amount in cases of unsuccessful execution of the payment order due to reasons beyond the Bank's control.

15.1.5. The Client shall always have available funds (which means, without limitation, the allowed overdraft amount) in the Account until:

15.1.5.1. The Client uses Standing Order and/or Direct Debit services;

15.1.5.2. The Client carries out the Operation through Remote Banking Service Channels (including the Card);

15.1.5.3. It is the due date of carrying out any other Operation, the funds of which have not yet been deducted from the Account;

15.1.6. The Client is responsible for all Operations performed on the Account both before and after its closure.

15.1.7. The Bank is entitled not to provide banking servise and/or to accept the deposit to the account and/or to request the Client to close the Account at its own decision and/or in the presence of the grounds stipulated by the law.

15.1.8. The Bank is authorized to close the Account in the following cases: (a) upon submission of the Client's statement in accordance with the rules established in the Bank; (b) upon submission of the inheritance certificate by the Client's heir; (c) in case of non-payment of the Account service fee by the Client for 1 (one) year and/or absence of balance on the Client's Account; (d) There is a relevant issue that the Client is providing Fraudulent and/or illegal activities (e) in cases set forth in the Terms and Conditions;

15.1.9. In the event that the Client has a debt in the form of an Account service Fee, the Bank will close the account based on the Client's Application only after the Client repays the said debt in full.

15.1.10. The Bank has the right to refuse the Client to close the Account if the Client has a debt to the Bank.

15.1.11. If the Client has any unfulfilled, fulfilled, or current obligation to the Bank under any agreement and/or is using an active product such as a deposit or certificate of deposit, the bank is authorized to refuse to close the Client's Account.

15.1.12. The Bank is authorized to close the Account on the basis of the subparagraph “c” of the paragraph 15.1.8 without sending a prior notice to the Client.

15.1.13. If the Bank believes that the Client should close the Account, a written request will be sent to the Client through the communication channel specified by the Bank, indicating the period during which the Client is required to close the Account. If the Client does not close the Account after the mentioned period, the Bank has the right to no longer accept payments on the Account (except for those payments necessary to cover the numerical debt on the Account) and return the balance on the Account to the Client.

15.1.14. coins with denominations of 0.01 and 0.02 Gel are no longer in circulation, and only multiples of 0.05 Gel are accepted at the Bank's cash desk. Based on this, the client agrees that the operation requested will be performed in the following manner:

15.1.14.1. If the amount of the payment/transfer transaction initiated by the Client is not a multiple of 5, the Client is obliged to deposit the excess amount, rounded to the nearest multiple of 5, at the Bank's cash desk. The Bank is authorized to transfer the difference between the amount provided by the Client and the transaction amount to the Bank's income.

15.1.14.2. If the Client performs a withdrawal operation through the Bank's banking service without using an account, and the amount received by the Client is not a multiple of 5, the Bank is authorized to round the amount down to the nearest multiple of 5 and transfer the difference between the amount received by the Client and the amount issued from the Bank's cash desk to the Bank's income.

15.1.15. The Client is authorized to:

15.1.15.1. Submit Instructions to the Bank to carry out Operations on the Account within the scope of the authority defined by the Legislation;

15.1.15.2. In case of Multicurrency Account, determine the Main Currency of the Account, the Priority of Currencies and the Spending Scheme with the Application;

15.1.15.3. In case of Multicurrency Account, Change the Main Currency, Currency Priority or Spending Scheme of the Account, for which shall pay to the Bank the relevant fee (if any);

15.1.15.4. Request and receive a Statement from the Account. Tariffs for issuing Statement and service are determined according to the relevant Annex;

15.1.15.5. Submit claims to the Bank within 7 (seven) calendar days after receiving the Statement from the Account. In case of non-reception of the claim by the Client within the mentioned period, the correctness of the information in the Statement is considered to be confirmed by the Client;

15.1.15.6. Terminate the Agreement, in the manner established by the present Terms and Conditions, on the basis of sending a prior written notice to the Bank.

15.1.15.7. Notify the Bank about the erroneously credited amount and return the erroneously credited amount to the Bank within 1 (one) Working Day after receiving the Statement on the Account;

15.1.16. The Client shall:

15.1.16.1. Be responsible for the correctness of filling out the Application and to notify the Bank immediately in writing about all changes to the information specified in it;

15.1.16.2. Pay all commission fees established in the Bank for the performance of banking operations, as well as account services, in accordance with the applicable Fees in the Bank;

15.1.16.3. Pay the Bank the full amount of the Overdraft (including the Overspent Amount/Overlimit) on the account and the commission in accordance with the applicable Fees and rules of the Bank; In the event of an overlimit on the account, the Bank is authorized to charge the Client 48% for each calendar day until the overlimit is covered, unless another amount is established in the tariffs;

15.1.16.4. The Client is obliged not to use banking services if this results in Overspending his/her Account without the prior consent of the Bank or if the agreed spending limit is exceeded.

15.1.17. The Bank is authorized to:

15.1.17.1. Temporarily use the funds available on the Client's Account as credit resources;

15.1.17.2. Block/close the Client's Account, block/restore/write off funds from any of the Client's accounts in order to secure the fulfillment of the liability(ies) assumed by the Client under the Agreement (including the representations and warranties contained in the Article 3 of the Agreement) and/or any other contract(s) with the Bank (including the liabilities assumed under the credit and/or security contract(s)) or in the case of non-fulfillment and/or improper fulfilment of the mentioned liabilities;

15.1.17.3. To protect the Bank's/Bank's other client's and/or third parties interests, block/close Client's any account/card and/or digital channels with the Bank, to block/restore/write off the funds and/or suspend Transaction(s), if the Bank suspects/becomes aware that:

15.1.17.3.1. The Client violates the legislation (including provisions of the law on the promotion of prevention of money laundering and financing of terrorism, provisions of the Criminal Code of Georgia) of Georgia or any other country;

15.1.17.3.2. An unauthorized person has accessed, operated on, or performed any other action on the client's accounts;

15.1.17.3.3. A transaction performed on/from the Client's Account is fraudulent and/or any other action was carried out under circumstances that raise suspicion of the transaction being unauthorized.

15.1.17.3.4. The confidentiality of access codes, the security of card data, and/or any confidential information and security rules related to the client's accounts, cards, or remote channels have been violated;

15.1.17.3.5. The Client, the relevant transaction party, the banking institution servicing the payer and/or the recipient, the intermediary banking institution, and/or any other party involved in the transaction does not consent to the transaction.

15.1.17.3.6. The Client, any person acting on behalf of the Client and/or any person that, in the Bank's view, has personal, relative and/or business connection with the Client is/are the person(s) sanctioned by the Sanctioning Authority and/or there is a threat that (s)he/they will appear in the list of sanctioned persons;

15.1.17.3.7. The Client has a business relationship with a person, which (including member(s) of its founding structure, executive(s), beneficial owner(s), person(s) acting on its behalf and/or other related person(s)) is/are the person(s) sanctioned by the Sanctioning Authority and/or there is a threat that (s)he/they will appear in the list of sanctioned persons;

15.1.17.3.8. The activity of the Client, any person acting on behalf of the Client and/or any person that, in the Bank's view, has personal, relative and/or business connection with the Client is related to such field of trade/service and/or industry/sector, in respect of which the Sanctioning Authority has issued restriction/prohibition/embargo, including in case such restriction/prohibition/embargo and/or instruction is not binding on the Bank.

15.1.17.3.9. The Transaction is related to such field of trade/service and/or industry/sector, in respect of which the Sanctioning Authority has issued restriction/prohibition/embargo, and/or performance of the Transaction may result in violation of any instruction of the Sanctioning Authority, including in case such restriction/prohibition/embargo and/or instruction is not binding on the Bank.

15.1.17.3.10. Any action of the Client will (maybe) result in violation of the rules defined by the internal procedures and/or policies of the Bank and as a result material or any kind of damage/loss to the Bank;

15.1.17.3.11. The said amounts may become disputed between the Client and third parties, which may cause damage/loss to the Bank.

15.1.17.4. Act according to the sanction(s) imposed by the Sanctioning Authority (including in the cases, where the decision(s)/instruction(s) is/are not binding on the Bank) and take any and all action(s) defined by the Sanctioning Authority and/or provided/required by the relevant sanction. Performance of the action(s) prescribed in the present paragraph will not constitute the Bank's breach of the Terms and Conditions and shall not result in the Bank's liability towards the Client;

15.1.17.5. Suspend/restrict any or all of the Client's Transaction(s) at its sole discretion, if according to the Bank's judgment, there is a risk, that execution of such Transaction(s) may result in the violation of any decision(s)/instruction(s)/recommendation(s) of the Sanctioning Authority, including in the cases where such decision(s)/instruction(s)/recommendation(s) is/are not binding on the Bank;

15.1.17.6. Request any information/documentation related to the Client and or the Transaction initiated by/for the benefit of the Client at its sole discretion and in case of nonreceipt of such information/documentation within the time limit and in the form determined by the Bank, suspend/restrict execution of the Transaction(s) and/or close/block the Client's Account(s);

15.1.17.7. Carry out intensified preventive measures to identify the Client, the person(s) acting on behalf of the Client and/or the person(s) related to the Client and to verify him/her/them based on a reliable and independent source, furthermore, to establish the goal and the intended nature of specific Transaction(s) at its sole discretion. For this purpose, the Bank is authorized, at its sole discretion, to obtain from the Client and/or any third party(ies) and/or disclose to the relevant third parties (including without limitation supervisory/controlling body) any information/documentation related to the Client, the person(s) acting on behalf of the Client and/or the person(s) related to the Client and/or related to the Transaction(s) initiated by/for the benefit of the Client;

15.1.17.8. Suspend the performance of specific Transaction(s) and/or block/close the Client's Account at its sole discretion, in case the execution of such Transaction(s) and/or providing service to the Client may cause threat/obstacle to the Bank in the relationship with other financial institution(s), payment system(s), payment service provider(s), regulatory/controlling body(ies) and/or other partner(s)/contractor(s)/supervisor(s) of the Bank;

15.1.17.9. Suspend the performance of specific Transaction(s) and/or block/close the Client's Account at its sole discretion, if as a result of any decision of the Sanctioning Authority (including in the cases where such decision(s)/instruction(s)/recommendation(s) is/are not binding on the Bank) the Bank is unable to receive/process/execute the Transaction(s) initiated by/for the benefit of the Client and/or provide the Client with banking service;

15.1.17.10. Send notice/request to the Client at its sole discretion about not using the Account for performing the Transactions related to the person(s), product(s) and/or industry/sector defined by the Sanctioning Authority. Failure of the Client to comply with such request entitles the Bank to suspend/restrict specific and/or each Transaction(s) of the Client, block the amount on the Client's Account and/or close the Account.

15.1.17.11. Deduct all payables/taxes (including unequivocally the commission fees set by the Bank for conducting banking operations and providing account service, the cost of the Tariff Package (if any), taxes/payables determined by the legislation of Georgia, erroneously credited funds, amounts for compensation damages/loss) without acceptance from the Client's any Account in the Bank and direct them to cover/reduce the liabilities to the Bank and/or third parties;

15.1.17.12. Reduce the balance available on any of the Client's Accounts and thus block, reserve the respective funds in order to smoothly cover the Client's liabilities to the Bank, which includes but is not limited to the Client's credit obligations, current and/or future payments/debts;

15.1.17.13. If free funds are not sufficient to make the payment at the time of the operation, at its own discretion, suspend the operati on or do not authorize it Also in order to compensate for any damages/losses that have occurred/are suspected to occur to the Bank in the future as a result of the Client's violation of this Agreement;

15.1.17.14. Terminate providing the Client with Remote Banking Channels Service, if he/she no longer has a Multicurrency Account in the Bank.

15.1.17.15. Terminate providing standing order and/or direct debit service to the Client in case of closing the account for the benefit of which the said services have been activated.

15.1.17.16. Provide the Client with a copy of the payment Instruction and/or receipt related to the Operation performed on the Account. The Client knows and agrees that the mentioned documents confirm the receipt of the Instruction by the Bank and/or its execution by the Bank, however, it does not guarantee and the Bank is not responsible for the fact that the Instruction will be perfectly executed by the intermediary financial institution, service payment system or receiver's provider.

15.1.18. **The Bank shall:**

15.1.18.1. Credit the amounts deposited to the Account in a timely manner and transfer them from the Account as appropriate within the time limit set by this Terms and Conditions;

15.1.18.2. Deduct the corresponding amounts from the Client's Account upon the Client's Instruction, and in cases provided for by the Legislation and the Agreement, without the instruction to transfer them to the accounts of creditors;

15.1.18.3. Receive from the Client and give him/her or handle upon his/her Instruction cash;

15.1.18.4. Handle to the Client or his/her authorized representative Statement of the Account in accordance with the existing procedures in the bank, in the exchange of commission fee determined by the applicable Fees in the Bank.

15.1.19. The general conditions for using the account specified in this paragraph apply to any type of Client's account opened in the Bank, unless something else directly follows from the specifics of the account.

15.2. **Multicurrency Account**

15.2.1. Multicurrency Account is an account of an individual, which combines several bank sub-accounts of different currencies, on which the balances of each currency are recorded separately, and which is linked through the card-processing system to one main Bank Card, on which the total available balance is recorded, which, in turn, represents the sum of individual balances of all sub-accounts included in the Multicurrency Account.

15.2.2. The Main Currency of the Multicurrency Account may be established in the following currencies: GEL, USD, or EUR, unless otherwise agreed upon in the contract between the Bank and the Client;

15.2.3. The Client is entitled to open a Multicurrency Account by providing relevant ordet to the Bank.

15.2.4. The Client is entitled to have several Multicurrency Accounts upon the Bank's approval, in accordance with the account quantities allowed in the tariff package(s);

15.2.5. Multicurrency Account service terms and tariffs are available on the following link - https://silkbank.ge/individual/accounts/angarishebis-momsakhureba/

16. Card

16.1. **General Conditions of Using the Card**

16.1.1. The Conditions of use of the Card set out in this paragraph apply to all types of Cards issued to the Client and to the additional Cardholder(s) defined by the Client.

16.1.2. The use of the Card is regulated by the banking Legislation and the terms of the license agreements between the Bank and the international payment systems VISA Inc or other payment scheme.

16.1.3. In order to receive a Card, the Client must submit to the Bank a duly completed and verified Application, in the form specified by the Bank.

16.1.4. The Bank prepares the Card(s) on the basis of the Client's Application and in accordance with it and gives it to the Client for use (placed in a sealed envelope, and/or through a SMS to the mobile phone number specified in the Application, and/or with an Access Code (PIN- code) sent in another electronic form determined by the Bank to perform Operations from the Account(s). The Card is the property of the Bank.

16.1.5. To activate the right to make payments at high-risk merchant service points with the Card, the Client must apply to the Bank in the form established by the Bank. Until such an application is received, the Client's ability to make payments at high-risk merchant service points with the Card will be limited.

16.1.6. The Client acknowledges being aware of the risks associated with conducting transactions at high-risk trading/service establishments and, by exercising the right to make payments at such establishments, accepts full responsibility for the outcomes of transactions carried out therein.

16.1.7. The Client may request the Bank to issue Additional Card(s) and their respective Access Codes to any third party. In case of the Bank's approval for issuing an Additional Card, the Client is obliged to inform the owner of the Additional Card of the mentioned conditions. In addition, the Client is obliged to pay the fees and other relevant costs for operations carried out using Additional Cards and Access Codes.

16.1.8. The Client authorizes the Bank to transfer information about his/her Account(s) to the additional Cardholder(s). This information includes, without limitation, Account(s) details, as well as other information necessary for the proper use of the Additional Card(s).

16.1.9. Disposing of the funds on the Account is allowed within the limit set by the Bank.

16.1.10. Consent to perform a transaction using the Card may be given through various methods, including pointing the Card at a contactless reader or entering access code(s). Access Codes may include, but are not limited to, the Card PIN code, 16-digit Card code, card expiration date, card CVC or CVV code, code word, password, or a one-time code sent to the customer's phone number/email, and any other access code known to the customer within the banking service

16.1.11. Based on the legal requirements, the Bank is authorized to unilaterally impose restrictions on the Client's Card Operations.

16.1.12. The terms of carrying out the Card Operation and its reflection on the Account may differ from each other. The time period for the transaction to be reflected on the Account depends on the time period for processing the operation by the international payment system.

16.1.13. In the case of a card transfer, the transferred amount becomes immediately available to the recipient for transactions using the card. However, the amount is credited to the Bank account only after the financial processing of the transaction and settlement by the relevant International Payment System. Accordingly, the Client acknowledges and agrees that for card transfers, the credited amount will be reflected in the account at a later time, and transactions involving the corresponding amount from the account will only be possible once it is reflected in the Account. The Bank is not liable for any damage incurred by the Client due to the processing or settlement timelines of the transaction by the International Payment scheme.

16.1.14. If the authorized owner does not contact the Bank to receive the Card within 6 (six) months after the Card is issued, the Bank has the right to cancel the Card. In such case, the Card producing/service fee will not be refunded to the Client.

16.1.15. The Card will be canceled if the validity period of the Card expires.

16.1.16. The Client has the right to:

16.1.16.1. Carry out transactions with the Card within the limit set for spending.

16.1.16.2. Request and receive a statement from the bank Account;

16.1.16.3. Appeal operation made with Card if he/she believes that an unauthorized or incorrectly executed transaction has taken place. In addition, the Client's appeal of any operation does not indicate the Bank's unconditional obligation to compensate the Client for the losses incurred as a result of the aforementioned Operations. Each case of appeal of Operations by the Client is considered individually, taking into account the rules established by the VISA Inc., MasterCard Europe and UnionPay International payment schemes, practices established in the international and Georgian banking sector, and applicable legislation;

16.1.16.4. Notify the Bank in writing about the expiry of the Card and to request the production of a new Card;

16.1.17. The Bank has the right to:

16.1.17.1. If necessary, replace it with a new Card during the Card's validity period;

16.1.17.2. Send a message to the authorized owner requesting the return of the Card to the Bank, if there is a reasonable suspicion that the Card is being used for illegal activities during operations;

16.1.17.3. In case of loss of the Card, to write off from the Client's account (if any) or block the equivalent funds of the Card Operations, from the loss of the Card to the arrival of the relevant written or oral notification to the Bank;

16.1.17.4. In case of breach of Agreement by the Client and/or Additional Cardholder, as well as in case of Client's insolvency, to suspend or terminate the operation of the Card and take necessary measures to collect the Client's debt to the Bank;

16.1.17.5. Suspend the operation of the Card upon detection of illegal operations, as well as upon providing information by VISA Inc., MasterCard Europe and/or other relevant payment schemes which confirms illegal use of the Card;

16.1.17.6. Discontinue support of any Digital Card, Token or electronic software without prior notice, block, restrict, suspend or terminate the use of the Digital Card and/or Token by the Client in case of violation of the obligations assumed by the Client or in case of any reasonable suspicion of illegal operations/activities using the Digital Card.

16.1.17.7. At its own discretion, refuse to issue and/or restore the Card(s) to the Client;

16.1.17.8. To refuse to issue a Digital Card in the name of the Client, both for a specific Card and for an electronic device, website or application, without giving a reason.

16.1.17.9. Block the Client's account in order to secure the fulfillment of the liability (s) assumed by the Client under the Agreement and/or any other contract(s) with the Bank (including the liabilities assumed under the credit and/or Collateral agreement(s)) or in the case of non-fulfillment and/or improper fulfilment of the mentioned liabilities;

16.1.17.10. Deduct all payments/fees from any Client's Account in the Bank without acceptance (including unequivocally the commission fees established in the bank for conducting banking operations and account servicing, the cost of the Tariff Package, fees/payments defined by the Legislation of Georgia, erroneously credited amounts, sums for compensation of damages/losses, over-limit/overspent amounts) and apply them to cover/reduce the liabilities to the Bank and/or third parties. Deduct from the account without acceptance the equivalent funds of operations submitted by Banks and organizations through the payment scheme VISA Inc., MasterCard Europe and UnionPay International with all Cards issued to the Client, including those conducted with Additional Cards, along with the commission fees provided for in accordance with the applicable tariffs in the Bank.

16.1.18. The Client undertakes:

16.1.18.1. After signing the Application and/or expressing consent in the form specified by the Bank, within 1 (one) Working Day, transfer funds to the Account(s) by cash or noncash payment in the amount of the necessary contribution established in the Bank for the type of Card (if any);

16.1.18.2. Check the integrity of the PIN envelope containing the PIN-code/Access Code;

16.1.18.3. Regularly read and follow the general conditions and security rules of the Bank Card developed by the Bank, as well as to strictly protect the confidentiality of Access Codes, including, but not limited to, the Client's obligation not to store Access Codes in such a form or on such material or electronic carriers that allow their discrediting and disclosure;

16.1.18.4. Not to transfer the Access Codes to third parties and/or not to disclose the Access Codes in any other form. Moreover, if the Client uses the Token and/or Digital Card service(s), he/she is obliged to protect those electronic

means (including but not limited to, electronic device, software or /and website) and the security of Access Codes which are used to use the token service.

16.1.18.5. In case of loss of the electronic device and its transfer to a third party, where the Client's card data/Token and/or Digital Card is stored and/or there is a compromise of the Client's authentication data, the Client is obliged to immediately inform the Bank about it.

16.1.18.6. Keep all the documents on transactions made using the Card and submit them to the Bank in case of disputed issues;

16.1.18.7. At the end of each calendar month, get acquainted with all the Operations carried out through the Card and, if necessary, protest the information about these operations in writing within the period established by the Law. In case of failure to submit a written claim to the Bank within this period, the mentioned information is considered confirmed and is no longer subject to further protest;

16.1.18.8. Immediately report the loss of the Card to the Bank. The Card is blocked based on a verbal Application at the information center. In order to place the Card on the additional international stop-list, the Client must apply to the Bank with a written Application, which must be verified by the signature of the Client or his authorized person or in another form determined by the Bank. Otherwise, the Bank is not responsible for the financial damage that may be caused to the Client;

16.1.18.9. If a lost Card is found, immediately return it to the Bank;

16.1.18.10. Conduct Card operations in accordance with the given conditions;

16.1.18.11. Pay all the commission fees set by the Bank in accordance with the applicable tariffs in the Bank for operations, as well as for the service of the Account and Card(s), if necessary, to reimburse the expenses related to the loss of the Card(s);

16.1.19. The Bank is not responsible for:

16.1.19.1. Illegal operation carried out with the Card, which occurred before receiving a written Application about the loss of the Card and before paying the commission by the Client to be placed on the international stop list;

16.1.19.2. Any illegal Operation carried out with the Card;

16.1.19.3. Any damage/loss incurred by the Client after the operations are limited to the MCC codes specified in the annex to these Terms and Conditions, after allowing the Operations based on the Client's referral;

16.1.19.4. Card blocking as a result of false notification;

16.1.19.5. Suspending the validity of the Card;

16.1.19.6. Delayed, incorrect or incomplete transactions caused by the international payment scheme or technical reasons;

16.1.19.7. The legality of the operation carried out through the Card;

16.1.19.8. The terms of actual reflection of the Operation performed through the Card on the Client's Account, if the said Operation was performed at a POS terminal that does not belong to the Bank. In addition, the Operation carried out through the Card at the Bank's POS terminal is reflected on the Client's account no later than 5 (five) calendar days from the moment of such Operation;

16.1.19.9. The possible loss that may be caused to the Client as a result of the change in the currency exchange rate between the date of the Operation carried out through the Card and the date of reflection of the said operation on the Client's account.

16.1.19.10. In case of using a Digital Card and/or Token or storing the Digital Card and/or Token in an electronic device, website or application produced by third parties, on the security of information containing confidential and/or personal data transferred to said third parties.

16.1.19.11. Offline transactions made with the Card (including Recurring Payments). The Client is aware and agrees that the Offline Transaction(s) are executed without Bank's confirmation, therefore, the Bank is not responsible for the execution of the Offline Transaction(s) with the Client's Card, including if the Offline Transactions are executed after the Card has been blocked.

16.1.20. The Bank will not consider the received claims, if the authorized owner violates the rules of informing the Bank defined by the Agreement when the Card is lost;

16.1.21. The Client is responsible for:

16.1.21.1. All illegal Operations carried out through the Card;

16.1.21.2. Liabilities arising to the Bank as a result of using an Additional Card;

16.1.21.3. Consequential damages, if for reasons independent of the Bank the Account, Access Code or other information about the plastic Card(s) and its owner(s) became known to the third party(ies);

16.1.21.4. All Operations performed on the Account before or after its closure;

16.1.21.5. Any type of Operation performed using the Card and/or Access Code;

16.1.22. The Client is obliged to compensate the Bank for damages caused by the Cardholder's violation of the terms of this Agreement;

16.1.23. The Cardholder has the right to apply to the Bank with a complaint regarding the Operation. In order to consider the complaint, the Client is obliged to submit to the Bank any documents requested by the Bank, including the order confirmation/cancellation letter(s), operation check, invoice, the result of communication with the merchant and/or other information/document related to the transaction as requested by the Bank. The Bank will consider the complaint related to the operation carried out with the Card no later than 20 working days after submission. In addition, if due to reasons independent of the Bank, is not possible to consider the complaint and make a decision on it within the mentioned period, the Bank informs the Cardowner of the justified reason for the delay, the deadline for considering the complaint and making a decision. The maximum period for making a decision on a complaint and informing the Cardholder is 55 working days after receiving the complaint.

16.1.24. The Bank is obliged to compensate the Client for the amount of the unauthorized Operation if the Client applied to the Bank within 13 (thirteen) months after the execution of the unauthorized local operation or 75 (seventy-five) calendar days after the execution of the unauthorized international operation and the Client did not violate the obligations under the Law, the Agreement or the present Terms and Conditions.

16.1.25. If the Client has not violated the obligations under the Law, the Agreement or these Terms and Conditions and the transaction was carried out in the territory of Georgia as a result of the illegal appropriation or illegal use of the Card, the Client is responsible for the damage caused by the said unauthorized Operation no more than 100 (one hundred) GEL.

16.1.26. The Bank in not obliged to compensate the Client for the amount of an unauthorized Operation if there is any reasonable suspicion that there was a fraudulent act on the part of the Client and/or an intentional or negligent violation of the obligations under the Law, the Agreement or the present Terms and Conditions.

16.1.27. A contactless card is a type of bank card with a chip that enables the client to perform card payment operations without entering an access code within a specified limit. This feature allows the client to conduct transactions in service facilities authorized to provide the relevant service and equipped with the necessary technical means.

16.2. **General terms of the Card**

16.2.1. In the event that the Operation performed with the Card or using its (Card) details was carried out in a Currency in which the Client does not have a sub-account or in which the Client has a sub-account, but the said sub-account does not have enough balance to reflect the Operation - such Operation is reflected on the Client's account by conversion in the banking program in accordance with the Bank's commercial Currency exchange rate on the day of reflection of the Operation. However, for the avoidance of any doubt, Card transactions:

16.2.1.1. In GEL, USD, EUR and are reflected in the Client's MulticurrencyAccount in the same Currency:

16.2.1.2. Any other Currency is reflected in USD in case of Transactions performed with a VISA international payment Scheme Card. The conversion rate is determined by the international payment system at the current system rate on the day of transaction processing, which is available on the website of the relevant payment system: VISA - https://bit.ly/2J92TPb

16.2.2. Card usage tarrifs, limits, as well as restrictions imposed on the Client's card operations are determined by the tarrifs available to the Banks web-page www.Silkbank.ge to the terms.

16.2.3. The Client has the right to submit an application to the Bank to lift restrictions on the MCC codes, as defined by the relevant annex of the Unions, enabling transactions in accordance with the rules established by the Bank.

16.3. **Digital Card**

16.3.1. A Digital Card is a digital analogue of a plastic Card, which can be connected to the Client's Multicurrency Account and which allows the Client to carry out operations allowed for this type of Card.

16.3.2. Multiple Digital Cards can be linked to a Client's Multicurrency Account. However, activation of a Digital Card on the Client's Account does not limit the possibility of linking a physical plastic Card to the same Account. The maximum number of Digital Cards allowed on the Account is determined by the Ta riffs for digital card services unless otherwise specified in the relevant Service tariffs for Tariff package.

16.3.3. The Digital Card can be generated through the Bank's Digital Bank and/or any other channel determined by the Bank in the future in accordance with the rules and conditions established by the Bank.

16.3.4. Limits, restrictions and service tariffs for Digital Card transactions are determined in accordance with the Tariffs for digital card services unless otherwise specified in the relevant Service tariffs for Tariff package.

16.3.5. Unless otherwise specified in this paragraph, Digital Card services are subject to all the rules (including the Client's obligations) specified in these Terms and Conditions for Card services, which do not contradict the nature of the Digital Card.

16.3.6. In relation to the Cards that the Client will include in Apple wallet, the terms of inclusion and use of the Silk Bank Card in Appl e Pay apply, which is available on the Bank's website www.silkbank.ge and constitutes a single agreement together with these Terms and Conditions.

16.3.7. In relation to the Cards that the Client will include in Google Wallet, the terms of inclusion and use of the Silk Bank Card in Google Pay apply, which is available on the Bank's website www.silkbank.ge and constitutes a single agreement together with these Terms and Conditions.

16.3.8. The Client is entitled to apply to the Bank at any time with a request to cancel/block the Digital Card through the channels specified by the Bank.

16.3.9. The Bank is authorized to set a maximum limit of activation of Digital Card(s) within 365 days. In the case of the expiration of the mentioned limit, the Client will no longer be able to activate new Digital Card(s) on both the existing and the new Account, including if the Client does not have another active Digital Card(s) at the time of initiating the activation of the Digital Card. The permitted amount of activation of the Digital Card(s) within 365 days is determined by the relevant Annex to this Terms and Conditions. In addition, the Bank is authorized to restrict the Client's right to use/activate the Digital Card due to dishonest use of the card, regardless of the limit set forth for the Digital Card(s).

16.4. **Bank Card 3D Security Service**

16.4.1. The Bank card 3D security is an additional means of protection offered by the Bank to the Client, of which purpose is to ensure the safe execution of transactions carried out via the Internet with a card included in the international payment scheme of VISA in the form of Verified by Visa services.

16.4.2. Activation of the Bank card 3D security can be carried out by the Bank on its own initiative in accordance with the present Terms and Conditions and the rules defined by the Bank.

16.4.3. When carrying out transactions through the Internet with the card, a 3D security one-time SMS verification code will be sent to the number registered in the name of cardholder in the Bank.

16.4.4. The Client understands and agrees that if the Client's contact data specified in the Bank is incomplete and/or incorrect, he/she will not be able to use the Bank card 3D security service and perform operations that require the use of the 3D security service.

16.4.5. Based on security considerations, the Bank is authorized to enable 3D security for the cardholder on its own initiative, including during online transactions by the authorized cardholder.

16.4.6. In order to carry out online transactions (purchase of goods and/or services) using 3D security, it is necessary for the authorized cardholder to make sure of the authenticity of the Merchant’s (trade facility) website; for this it is necessary to have at least the following conditions: (a) the website of the Merchant (trade facility) must have the logo of the Bank and "Verified by VISA" "; (b) the requesting website must have security certificates.

16.4.7. The one-time SMS verification code to be used by the authorized cardholder for transactions is dynamic and is sent instantaneously during online transactions (purchase of goods and/or services) with the Bank card.

16.4.8. The authorized cardholder is responsible for ensuring the confidentiality of the information used during transactions via the one-time SMS verification code and/or the Internet, therefore the Bank and/or the international payment scheme of VISA are not responsible for any damage and/or loss arising from the failure to fulfill the said obligation.

16.4.9. The Bank has no way of controlling the services offered by the Merchant (trading facility), therefore the Bank is not responsible for inaccuracies arising from the services provided by the Merchant (trading facility), for the damage caused to the Client and/or third parties, as well as for the website of the Merchant (trading facility) - on the correctness of the information on the page, changes and/or other errors arising as a result of the service.

16.4.10. When using the 3D security service, the Client is responsible for all orders that he/she issues to the Bank after passing through special security procedures.

16.4.11. The Bank will take all measures to provide the Client with 3D Security Service, but the Bank will not be responsible if it is not possible to provide the Client with the said service due to reasons beyond the Bank's control (including, but not limited to, disruption of the Bank's system or 3D Security Service due to system updates or / and due to improvements, the 3D security service may not be available on the websites of merchants operating in the territory of a foreign country).

16.4.12. In order to protect the Client's and/or its own interests, the Bank may suspend and/or limit the Client's use of the 3D security service or its part. When performing such an action, the Bank will send a notification to the Client as soon as possible. The Bank can also completely or partially stop the Client from using the 3D security service at any time. In case of suspension and/or restriction of 3D Security service, the Client is responsible for the operations before the suspension/restriction of the service.

16.4.13. It will not be considered a breach of the contract from the Bank and Bank will not be liable for the following results when:

16.4.13.1. 3D security service (or its part) cannot be provided due to reasons independent of the Bank;

16.4.13.2. Telecommunication facilities are faulty when conducting transactions via the Internet;

16.4.13.3. Hardware of the authorized cardholder has a software virus;

16.4.13.4. The Client's security details (in particular, the one-time SMS verification code) have been used in an unauthorized manner;

16.4.13.5. The Bank has not received the order(s) sent by the Client.

17. Silk Play Card and Gamer Package

17.1. The Silk Play Card is a digital Visa card issued by JSC Silk Bank, integrated into the Visa Rewards loyalty system, which allows the cardholder to enjoy special loyalty terms and offers on online video game merchant platforms, receive partial cashback in the form of points, and access various benefits on streaming services and local subscriptions.

17.2. The Play Card digital card may be used by any adult individual holding Georgian citizenship who uses the Bank’s application.

17.3. To order a Play Card, the Client shall initiate the purchase of the Play Card digital card through the application. Upon successful completion of the operation, the Gamer Package, together with its included offers, will be activated automatically, and a multi-currency account in three currencies (GEL/USD/EUR) will be opened for the Client, linked to the Play Card digital card.

17.4. The monthly service fee for the Gamer Package shall be GEL 5.

17.5. By purchasing the Gamer Package, the Client shall benefit from the following:

- 5% cashback in loyalty points when making payments with partners defined on the Bank's website (foreign online video game platforms). The list of partners is subject to updates and may be viewed on the Bank's website at www.silkbank.ge
- 50% discount on Silknet's Gamer Package when the payment is made with the Play Card digital card.

17.6. The Gamer Package service fee shall be charged on the last calendar day of each month, by debiting the respective amount from the Client's account.

17.7. If, on the date of fee collection, the Client's account does not hold sufficient funds to cover the service fee, the system shall verify whether the Client has a positive balance on any other active current account and/or demand deposit account. If so, the system shall transfer the necessary amount to the Play Card account to settle the fee debt, either fully or partially.

17.8. If the amount collected from the Client's current and/or demand deposit accounts is insufficient to cover the full fee debt of the package, the system shall perform a partial settlement of the debt.

17.9. If the Client's account(s) do not have sufficient funds to cover the package service fee, the Bank shall continue to accrue the fee for a period of six months, and the debt shall be collected once a positive balance becomes available on the Client's account(s).

17.10. If the Client fails to settle the service fee in a timely manner, the package, along with the Play Card issued within the package, shall be cancelled.

17.11. Loyalty points accrued under the purchased package are accumulated on the Client's balance. When making payments for products or services subject to discounts, the Client shall pay the discounted price.

17.12. Loyalty points are credited to the Client instantly upon completion of the eligible transaction. The Client shall receive an SMS notification accordingly.

17.13. If a transaction eligible for cashback in the form of loyalty points is executed in a currency other than GEL, the amount shall be converted into GEL at the Bank's commercial exchange rate applicable at the time of the transaction for the purpose of calculating the points.

17.14. Transactions relating to the accrual and redemption of loyalty points shall be processed through the Bank's internal transit account.

17.15. The Client may use the accumulated points to pay utility bills. The conversion rate of points into cash is as follows: 1 point = GEL 0.01, 100 points = GEL 1.

18. Remote Banking Service

18.1. <u>Security conditions for Remote Banking Service</u>

18.1.1. The Bank offers Remote Banking Services to the Client, which allow the Client to carry out banking operations without appearing in the Bank using various electronic devices and/or channels. The Bank reserves the right to change and/or improve the Remote Banking Service(s) from time to time.

18.1.2. <u>Authority:</u>

18.1.2.1. The Client authorizes the Bank to accept and accordingly carry out the payment orders given by the Client to the Bank and the operations allowed by the Bank for this period, including transactions which include without limitation the execution of operations from and/or to the Client's Account and/or the Client's consent to those transactions, which have been authorized/confirmed after passing the security procedure(s) established/required/defined by the Bank.

18.1.2.2. The Bank will rely on any electronic order received from the Client via short text message and/or other access codes, e-mail and/or Digital Banking and the Bank will not be obliged to verify the identity of the sender or the authenticity of the order if the Client is authenticated in accordance with security procedures. The Client will not under any circumstances complain to the Bank for relying on such assignments. The Bank will not be responsible for unauthorized use of Remote Banking Services by third parties.

18.1.2.3. The Client acknowledges and agrees that sending/confirming an order to the Bank from the mobile phone number specified in the Application is considered by the Bank as sent from the Client, regardless of whether the said order was actually sent by the Client and/or a person authorized by him.

18.1.2.4. The Client acknowledges and agrees that sending/confirming an order to the Bank from the e-mail address specified in the Application is considered by the Bank as sent from the Client, regardless of whether the said order was actually sent by the Client and/or a person authorized by him.

18.1.2.5. The Client acknowledges and agrees that sending an order to the Bank through Digital Bank is considered by the Bank as sent by the person who passed the appropriate authentication, is authorized through the Bank's special security systems, regardless of whether the said order was actually sent by the Client and/or a person authorized by him.

18.1.2.6. In the event that several Cards are connected/linked to the Client's Account and/or several authorized owners are connected, the Bank will fulfill the Order received from any of the above, but each will be responsible for all operations and/or debts arising from such operations.

18.1.2.7. The Client acknowledges that the operation carried out through the Remote Banking Service has the same legal force as a document printed on paper confirmed (executed and signed in writing) by the person authorized to manage the Account.

18.1.2.8. The Client acknowledges and agrees that the Bank may, at its sole discretion, record any or all orders received or sent using the Remote Banking Service and retain such information in such manner and form as it deems necessary. The Client confirms that the Bank may rely on such information and use it as evidence in any dispute.

18.1.3. <u>Security procedures and Risks associated with Remote Banking Services:</u>

18.1.3.1. When using the Remote Banking Services, the Client is not identified by signature or identity documents. In such case, the person is identified after the Client has passed the electronic authentication procedures. Any action performed after the authorized entry into the electronic system after passing the electronic authentication procedures, such entry and any operations performed as a result of the entry shall be deemed to have been duly performed by the Client and legal having power.

18.1.3.2. The Bank is entitled at any time, without prior agreement with the Client, to change and/or create additional mechanisms for Client identification both during authorization in the Digital Bank, as well as when confirming the operation in the Remote Banking Service channel and/or performing other actions determined by the Bank.

18.1.3.3. The Bank is authorized to develop a two-level authentication mechanism in the channels of Digital Bank in order to ensure the security of the Client and comply with the requirements of the legislation. The Client is obliged to access the Remote Banking Service channels and when performing operations through the Digital Bank, use the authentication methods offered by the Bank in the manner established by the Bank, including, if necessary, verify the phone number, and/or use other elements permitted to access the Digital Bank operations through the Digital bank and/or the ability to confirm transactions using Remote Banking Service Channels. Otherwise, the Client may be restricted from accessing the Remote Banking Service channels, for which the Bank will not be responsible.

18.1.3.4. The Client is obliged to immediately contact the Bank in case of loss of access codes and/or access by an unauthorized person, based on which, the Bank will take appropriate measures, including, in accordance with the Client's request, suspend the Remote Banking Service on the Client's Account.

18.1.3.5. Any technical means, which the Bank transfers to the Client is the property of the Bank and shall be used by the Client according to the requirements set forth in the present Terms and Conditions.

18.1.3.6. The Client and the Bank are obliged to protect the confidentiality of identification information, including access codes. The Cli ent is obliged to:

18.1.3.6.1. Safely store any information, devices (if applicable) and Access Codes required to use Digital Banking and/or Remote Banking Service Channels. The Client is restricted to disclose such information to any Third Parties;

18.1.3.6.2. Change the Access Code at the first login and to periodically change it thereafter in order to protect security and protect its (Access Code's) confidentiality;

18.1.3.6.3. Immediately notify the Bank in case of loss and/or disclosure of the Access Code and device (if any) or in case the Client suspects that another third party is in possession of the Client's Access Codes and/or other security information. In case the Client does not notify the Bank, the Client will be responsible for all operations carried out on his Account.

18.1.3.6.4. The Client is responsible for all the orders he or his authorized third persons issue to the Digital Bank from entering Digit al Bank to exit. For the Client's interests the device for connecting the Remote Banking Services should not be left unattended until the Client or his authorized person is entered to the Remote Banking Service Channels. Be responsible for the use of Remote Banking Services. In order to use the mentioned services, the identification data and/or electronic means and/or devices, which are used to identify the Client, will be provided to the Client in accordance with the procedures in the Bank. The Client is obliged to check the functionality of such devices or means (if any) within (seven) days after receipt.

18.1.3.7. The Client acknowledges and agrees that the transmission of information over the Internet is not encrypted and therefore secure and that the transmission of information by e-mail is not a secure form of it. Therefore, the Client acknowledges and agrees that the transmission of information in such a unsafe manner is associated with security risks, including the risk of possible penetration by third parties and/or unauthorized modification of information and/or unauthorized use in any way.

18.1.3.8. The Client acknowledges the risks associated with the exchange of information by electronic means and is therefore responsibl e for any loss caused by the use of such information by any third party(ies).

18.1.3.9. The Client fully understands that unsecured communication is not confidential and when giving an assignment as such, its content and documents related to/attached to the assignment can be read by third parties and changed unnoticed.

18.1.3.10. The Bank does not guarantee that unsecured e-mail sent by it or to its address will be received without interference or in a timely manner or that it will be received by the actual addressee. Although, Bank doesn't guarantee that any e-mail that indicates Bank as a sender is actually sent by the Bank. For the security measures, the Bank is entitled without prior notice to refuse to receive or process e-mails or to define additional conditions and requirements for receiving and processing said e-mails.

18.1.4. Operations and cancellation/change of Remote Banking Services

18.1.4.1. The Bank will fulfill the Orders received during the working day through the Remote Banking Service(s) within the deadlines established by the law and/or defined by the user. The Bank has the right to fulfill the Client's Order taking into account the time involved in its processing. In addition, the Bank will not be responsible, due to violation of the said deadline, for any loss, damage, direct or indirect expenses incurred by the Client as a result of technical means or third parties' interruption of the service.

18.1.4.2. The Client is responsible for all operations carried out through the Remote Banking Service(s) and for the payment of any debts incurred as a result of the use of such service(s). In case the Client sends an Order through the Remote Banking Service Channels, the Bank has the right to unilaterally refuse to execute an individual Order, if the balance on the Account is not sufficient to complete the said Order or the amount of the received Order exceeds the daily limit established by the Bank. The Bank may, at its own discretion, accept a request for cancellation of any operation or Order from the Client, considering that the Bank has not yet started the said operation or Order. The Bank shall not be liable for any late payment or expense (direct or indirect) that may be caused by such cancellation.

18.1.4.3. The Client understands and agrees that the Bank has the right at any time to impose restrictions on its provision of services or the Client's use of Banking Products in the territory of a foreign country.

18.1.4.4. The Bank is entitled to unilaterally impose restrictions on the Client's active Operations.

18.1.4.5. The Bank has the right to suspend, request or limit Remote Banking Services in whole or in part, if:

18.1.4.5.1. The Bank has reasonable suspicion that the Client's Access Codes are not securely stored or have been hacked by a third party;

18.1.4.5.2. The Bank has reasonable suspicion of unauthorized and/or fraudulent use of the Client's Access Codes;

18.1.4.5.3. The Bank considers it necessary to ensure the safety of the Client.

18.1.4.5.4. The Client is entitled to block Remote Banking Services by sending a message to the Bank through the channels specified by the Bank. The notification by the Client is considered sent after its received by the Bank.

18.1.5. Obtaining Service and Limitation of Liability

18.1.5.1. The Bank takes all measures to ensure the implementation of the Service, but nevertheless, it shall not be responsible for the non-implementation of the Service, in whole or in part, for reasons beyond its control, including any suspension of the implementation of the Service, caused by updating the system or taking measures necessary for the functioning of the system of the Bank or any third party service provider under these Terms and Conditions.

18.1.5.2. The Bank shall not be liable for any loss or damage, as well as any direct or indirect costs incurred to the Client as a result of any delay or technical failure of the service by any third party.

18.1.5.3. The Bank shall not be liable for any loss or damage caused without limitation by technical failure, electronic transmission failure, illegal intrusion into the Bank's electronic systems, or other electronic means. Additionally, the Bank is not responsible for any loss or damage caused by service interruptions and/or service overloads that affect the functionality of electronic systems.

18.1.5.4. In no case will the Bank be responsible for non-receiving of e-mails sent by the Bank to the Client due to the problem of the Internet Service Provider's server, bad/slow connection and/or any other reason caused by the internet service provider and/or the e-mail server and/or the Client.

18.1.5.5. The Bank will not be responsible for the delay and/or impossibility of using the Remote Banking Service channel(s) due to improper Internet connection, including if it is caused by a problem with the internet service provider.

18.1.5.6. The Bank is not responsible for the consequences caused by the failure of the computer, network or software belonging to the Client or another person, as well as by the receipt of confidential information by a third party or operations carried out using the said means.

18.1.5.7. The Bank is not responsible for mobile phone service and only the mobile phone service provider will be responsible for providing such service to the Client. The Bank is also not responsible for any dispute arising between the Client and the said mobile phone service provider.

18.1.5.8. Under no circumstances, including negligence, shall the Bank or any of its subsidiaries involved in the creation, production and manag ement of the Client’s Account Statements be liable for direct, indirect, incidental, special or consequential damages that may incur to the Client as a result of the use or not use the Remote Banking Service Channels or express or implied breach of any warranty. The Client's use or storage of any information, including without limitation Access Code(s), Account information, Account transaction history, Account balance, and any other information about the Client's Account, is the Client's responsibility and liability.

18.1.5.9. The Client agrees to indemnify the Bank against any and all liability that may arise from its misuse and declares that the Bank shall not be liable in such event for such misuse. The Client also declares to indemnify the Bank against any loss, expense, damage that may be caused by interruption and/or error in service to the Client. The Client declares that the aforementioned delay and/or misuse by the Bank is not considered a breach of confidentiality by the Bank.

18.2. Digital Bank/Silk App

18.2.1. Digital Bank service for individuals means receiving various information by the Client through the Bank’s website and/or the relevant mobile application, performing Banking operations on the Client’s Account and/or performing other actions allowed for this channel, without appearing in the Bank.

18.2.2. In order to use Digital Banking services, the Client must register as an Digital Banking user in accordance with the rules, conditions and procedures established by the Bank.

18.2.3. In order to use the Digital Banking service, the Client must be authorized through the Access Codes registered in the proper manner and conditions and/or the unique identifiers/Access Codes and/or electronic means/devices transferred in accordance with the procedures in the Bank.

18.2.4. To access the Digital Bank, it is necessary to have a verified mobile number according to the procedures established in the Bank. The bank is authorized to suspend the client's ability to use the digital bank and/or perform specific actions in the digital bank, in the event that the client does not have a verified number in the bank and/or the client's phone number ceases to have a verified status for any reason.

18.2.5. In order to use the mobile application of Digital Banking, the Client has to activate Digital Banking user according to the rules established in the Bank and have a mobile phone (hereinafter "Phone") running on the appropriate operating system (Android, IOS and/or other operating system determined by the Bank). the application is available in the Internet stores of operating systems – (Google Play, App Store, etc.) after downloading and installing on the phone. In addition, the device of the Client may not support the operating system on which the corresponding mobile application of the Bank is adapted. The Bank will not be responsible for the delay in using the Bank's mobile application by the Client and/or the accuracy of the use due to the mentioned reason.

18.2.6. The Bank is authorized to execute the Order sent by the Client via the Digital Bank. The Order sent in this way will be considered by the Bank as sent by an authorized person. In the event that the Client sends an order through the Digital Bank, the Bank is entitled to unilaterally refuse to execute an individual Order, in the event that the balance on the account is not sufficient to complete the said Order or the amount of the received order exceeds the daily limit established by the Bank.

18.2.7. The Client is entitled to transfer money via the Digital Bank to another person's account opened in the Bank through the recipient's mobile phone number or personal number. To identify the person based on the mobile phone number, the Bank uses the mobile phone number recorded in the Bank, in addition, the Bank is authorized to make the money transfer service through the mobile phone number available only to the Client’s Verified Number. The Bank shall not be held liable for inaccurate representation of the recipient's data for any reason, including if the recipient has changed the phone number registered in the Bank and has not notified the Bank about this. The Client is obliged to carefully check the details of the transaction (including the recipient's initials, account number, and/or other information available as a result of entering the personal number/mobile phone number) and confirm the transfer only after being sure of their correctness. The Client is responsible for any consequences due to the transfer of funds in accordance with the parameters specified by the Client. Tariffs and limits for the use of the mentioned service are given in the relevant Annex.

18.2.8. The Client is entitled to carry out only those transactions or use the services specified by the Bank and which may be unilaterally changed from time to time by the Bank.

18.2.9. The Client understands and agrees that the Bank has the right to post a binding written statement (disclaimer) in electronic form at the place of posting and delivery of information at any time.

18.3. SMS Bank

18.3.1. The Bank informs the Client about the Operation carried out through a short text message to the mobile phone number specified by the Client in the Bank. The said notification will be implemented in the Bank in the prescribed form immediately after the Operation is completed;

18.3.2. MS Bank is automatically activated on all existing and/or future Accounts of the Client, unless otherwise specified in the application filled out by the Client.

18.3.3. If desired by the Client, SMS Bank can be activated for either a specific Account or a particular bank transaction.

18.3.4. When communicating with the Client regarding the use of SMS Bank services, the Bank will be entitled to use the Verified Number.

18.3.5. The Bank is entitled, at its sole discretion, to determine the amount of an additional commission for SMS Bank services, which shall be added to the cost of the relevant Tariff Package(s) set by the Bank. In the event of the Client's failure to pay the additional fee established for the SMS Bank service, the Bank shall be entitled to terminate/restrict/suspend the provision of services under the SMS Bank service.

18.3.6. The Client is obliged to pay the commission established by the Bank to use the services of SMS Bank;

18.3.7. The Bank is not responsible for late, incorrect or incomplete notifications caused by reasons beyond the Bank's control, including technical ones;

18.3.8. The Bank is not responsible for the consequences caused by the disclosure of confidential information as a result of changing the number (including Verified Number) registered by the Client in the Bank, alienating it, losing the mobile phone or SIM card, transferring it to someone else, and any other similar situation.

18.3.9. In order to promote the security of Banking services, the Bank is authorized to activate SMS Bank for the Client free of charge on its own initiative. At the same time, the Bank has the right to disconnect the SMS Bank activated by the Client at any time on its own initiative.

18.4. Card Transfers Conducted via the Digital Bank

18.4.1. Card Transfers enable the Client to initiate a Card Transfer and/or receive money on a Bank Card through Digital Banking. To make a Card Transfer, the Client uses the 16-digit Card number and other data entered on the Card in accordance with the type of Card Transfer.

18.4.2. Card Transfer can be initiated both on the Client's Bank Card and on a third party's bank card.

18.4.3. When making Card Transfers, the Client has the right to specify any bank card (either in his own name or another third party's bank card) issued by any bank in Georgia as the recipient. It is not allowed to use this service on foreign cards.

18.4.4. Through the Bank's Digital Bank, the Client has the opportunity to transfer money from another bank card issued by any bank in Georgia, in addition to the Bank's Card(s).

18.4.5. Card Transfers are allowed in national currency.

18.4.6. Limits and tariffs for Card Transfers are defined in accordance with the relevant Annex.

19. Digital Wallet Service

19.1. Digital Wallet Service General Terms

19.1.1. The Client is authorized to add the Card to Google Pay and/or Apple Pay Digital Wallet to perform the Transactions via the Device.

19.1.2. After adding the Card to the Device, the Client will be able to consent the Transaction via the Device, wthout using physical Card.

19.1.3. Before adding the Card to the Device and using Digital Wallet, the Client is obliged to carefully read the present Terms and Conditions and fully and propoerly perform it during the entire period of using Digital Wallet.

19.1.4. In any case, by adding the Card to the Device and/or Digital Wallet, the Clint and and/or Additional Cardholder agree to the present Terms and Conditions.

19.1.5. By adding the Card and/or Additional Card to the Device, the Client/Additional Cardholder thereby agree to the terms and conditions of Goole Pay and/or Apple Pay respectively.

19.1.6. The Digital Wallet service is not accessible for Visa Electron, Maestro and Business type Cards.

19.1.7. The proper functioning of the Digital Wallet is ensured by Google and/or Apple respectively. The Bank's participation is limited by providing information to the Digital Wallet service provider, in order to enable Bank Cardholders to use Digital Wallet service.

19.1.8. The Bank is not responsible for the functioning and/or accessibility of the Digital Wallet and/or operating of the device if it is not related to the malfunction of the Bank's system.

19.1.9. Unless any provision of the Terms and Conditions define otherwise, terms prescribed for physical Cards fully apply to the Cards added to the Device.

19.2. Data Collection upon Use of the E-Wallet

19.2.1. The Bank is authorized to collect information related to the device (including details about the used application, device model, operating system, etc.) for the purpose of:

19.2.1.1. To ensure proper use of the card/additional card;

19.2.1.2. To prevent personal data theft/fraud;

19.2.1.3. To provide high-quality service to the client/additional cardholder;

19.2.1.4. To provide the Client/Additional Cardholder with information on services that may be of interest to them;

19.2.2. The Bank is authorized to exchange information (including personal/contact data of the Client/additional cardholder) with Google/Apple in order to ensure:

19.2.2.1. Enable/add a bank card/additional card to the electronic wallet;

19.2.2.2. Provide high-quality services to the Client/Additional Cardholder;

19.2.2.3. Google and/or Apple improvement of bank card/additional card usage service and improvement of e-wallet service in general;

19.2.2.4. Detection of persons caught in fraud and/or security breach;

19.2.3. In the event that the Client/Additional Cardholder finds it unacceptable to use his/her data in the above manner, he/she should refuse to include/add to the electronic wallet.

19.2.4. These terms and conditions and the Bank's security and data protection policy/policies posted on the Bank's website: www.silkbank.ge; also include the terms of the Bank's processing of Client/Additional Cardholder data (including Personal Data). In turn, Google/Apple independently establishes the rules for using the Cardholder's data.

19.3. Terms and Conditions of Adding the Card in the Device

19.3.1. The Client is authorized to add his/her Card and the Additional Cardholder is authorized to add his/her Card to the Device, provided that:

19.3.1.1. The Client and/or the Additional Cardholder is identified accorfing to the rules established by the Bank and/or relevant Digital Wallet service provider;

19.3.1.2. The Bank does not set rules for the relevant Card and/or Account that restricts addition of the Card to the Device.

19.3.2. Adding the Card/Additional Card to the Digital Wallet and/or deleting the Card from the Wallet can be carried out by the Client or Additional Cardholder, according to the rules of the Digital Wallet service provider and the present Terms and Conditions.

19.3.3. The Client may be required to go through the additional verification process while adding the Card to the Device for the purposes of using the Digital Wallet service. The verification may be carried out by one time code that is sent to the Client's mobile phone number registered in the Bank or by going through the identification process via the Bank's call-centre. The Client authorizes the Bank to contact to the Client via mobile phone and/or communicate in other way for Client verification and/or for reminding about the unfinished verification.

19.3.4. After the Client/Additional Cardholder adds the Card/Additional Card to the Digital Wallet he/she shall be authorized to perform permitted Transactions by using the Card via Digital Wallet. Payments by the Card/Additional Card added to the Digital Wallet can be performed: (a) by placing the Device on contactless payment terminals or through applications and websites where the Google Pay and/or Apple Pay sign is displayed. The Client may be required to authenticate in accordance with the rules set by the relevant Digital Wallet provider and the Bank before completing Card payment process via the Digital Wallet.

19.3.5. It is possible to add several Cards to the Digital Wallet, as well as to add one Card to several Devices, while the number of Cards may be limited. Information about limitations can be obtained by calling the Bank's call-center at the number: +995 32 242 242 or by visiting any branch of the Bank.

19.3.6. The Bank is entitled to offer promotion(s)/benefit(s) to the Client at its discretion for the purposes of fully and efficiently using Digital Wallet service.

19.3.7. Information and instructions for using the Digital Wallet service are available on the Bank's website at www.silkbank.ge.

19.4. Security and Liability

19.4.1. The Client is aware that any person that has access to the Device, will be able to use the Card/Additional Card added to the Digital Wallet.

19.4.2. After adding the Card/Additional Card to the Digital Wallet, the Client is obliged to ensure that:

19.4.2.1. The Device is only available to the Cardholder;
19.4.2.2. The authentication methods are used for the access to the Device;
19.4.2.3. The Digital Wallet is only accessible to the Cardholder;
19.4.2.4. The passcode of the Device is saved with the same security standards as the Access Codes, including:
19.4.2.4.1. Do not disclose it to the third parties;
19.4.2.4.2. Do not save it in a manner that makes it accessible to the third parties;
19.4.2.4.3. Do not use easily detectable or predictable passcode, e.g. the Client's name, date of birth, etc.
19.4.2.4.4. Do not act recklessly/negligently while saving passcode;
19.4.2.5. The security of the Device is protected, including the Device is not left unattended at the place/condition accessible to the third parties;
19.4.2.6. The Device is not left unlocked;
19.4.2.7. The latest version of antivirus is installed on the Device;
19.4.2.8. The Device is not transferred to the third parties and/or is not available to them in any other manner;
19.4.2.9. In case Device is transferred to the third party for partial or permanent use, the Card/Additional Card is deleted from the system;
19.4.3. If the Client uses third party fingerprint and/or face recognition system to unlock the Device, or discloses the Device passcode to the third parties, or transfers the Device to the third parties, this equals to authorizing the third parties to use the Card/Additional Card added to the Digital Wallet. This implies that the Transaction initiated by the respective third party shall be deemed authorized and rules/procedures established for the unauthorized transactions shall not apply to such Transaction. Abovementioned actions of the Cardholder/Additional Cardholder may cause significant harm to the Account holder;
19.4.4. If third party fingerprint and/or face recognition system is registered on the Device of the Cardholder/Additional Cardholder, it has to be deleted immediately. If the Client considers that the Device passcode is known to the third parties, he/she should ensure to change the passcode without unnecessary delay. The Client/Additional Cardholder is authorized to remove the Card from the Digital Wallet or suspend its operation at any time. It has to be noted that the Client will not be able to remove the Additional Card from the Digital Wallet or suspend it, but he/she is entitled to apply to the Bank and request blocking the Additional Card;
19.4.5. The Client/Additional Cardholder is obliged to immediately notify the Bank, if:
19.4.5.1. His/her Device is lost or stolen;
19.4.5.2. There is a temporary interruption in the Device service, which might be an indication of the data porting;
19.4.5.3. He/she suspects that the Device has been used unlawfully or unauthorized person has obtained access to the Card Access Codes;
19.4.6. Upon the information provided by the Client, the Bank will ensure the suspension of the Card/Additional Card and will help the Client/Additional Cardholder to protect himself/herself from unauthorized use of accounts.
19.4.7. Any reference in the Terms and Conditions to the protection of the security of the Card/Additional Card also implies reference to the security of the Digital Wallet and the Device;
19.4.8. Any reference in the Terms and Conditions to the Access Codes also implies reference to the authentication methods of Digital Wallets;

19.4.9. Any reference in the Terms and Conditions to the lost/stolen Cards also implies reference to the stealing/loose of the Device;

19.5. Costs and Fees

19.5.1. Fees and costs of the Transactions performed from the Account is defined by the Account Terms and Conditions. The Bank does not set additional fee for adding the Card to the Digital Wallet and using the Digital Wallet. While using Digital Wallet, the Client may be charged additional costs by mobile operator or other third parties for which the Bank is not responsible.

19.6. Suspension or Termination of Using Digital Wallet

19.6.1. The Bank is authorized to block the Card/Additional Card added to the Digital Wallet, suspend the Card/Additional Card issued by the Bank added in the Digital Wallet and/or terminate the possibility of adding the Card in the Digital Wallet, in case:

19.6.1.1. the bank has reasonable suspicion of fraud;

19.6.1.2. the relevant Card/Additional Card has been blocked, suspended and/or canceled;

19.6.1.3. the Terms and Conditions related to the respective Card has been violated;

19.6.1.4. such request is received by Google, Apple and/or International Payment scheme;

19.6.1.5. the agreement concluded between the Bank and Google/Apple has been suspended;

19.6.1.6. the bases defined by the law are in place;

20. Standing Order

20.1. In the case the Client requests Standing Order service prescribed in the Agreement, the Bank is entitled to debit predetermined amounts from the Client's Account without the Client's further consent and transfer it to account(s) defined in the Application on predetermined dates.

20.2. The Standing Order service will be activated to the Client after submitting the Application, in accordance with the details specified in the Application.

20.3. The execution of Client's Standing Order depends on the availability of sufficient funds in the Client's Account(s) specified in the completed Application.

20.4. The parties agree that the electronic payment documents created by the Bank for the execution of a Standing Order have the same legal force as a paper document printed on paper and confirmed by the signature of the person authorized to dispose the Account.

20.5. The Client is entitled to:

20.5.1. Make appropriate changes to the data recorded in the initial Application for registration to the service;

20.5.2. Refuse to use the service.

20.6. The Bank is authorized to:

20.6.1. not execute a Standing Order in case of insufficient funds on the Client's Account;

20.6.2. not fulfill a Standing Order in the cases defined by the Legislation, as well as in case the Client's has financial liability before the Bank;

20.6.3. execute a Standing Order on the calendar day indicated by the Client in the Application if sufficient funds are available on the Client's Account, except for the cases when the said date coincides with a non-working day established by the Legislation - in such case, the automatic transfer operation will be performed on the next working day. In the event that the Client's Standing Order involves the transfer of money to another financial institution, the Bank is not responsible for the time it may take for the receiving financial institution to reflect the transferred money on the recipient's/beneficiary's account.

20.6.4. determine transfer priorities.

20.6.5. not transfer amount in cases envisaged by the Legislation, as well as in case the Client has financial obligation before the Bank.

20.7. The Client is obliged to:

20.7.1. Have balance sufficient the perform the Standing Order on the Account.

20.7.2. Pay the service fee in accordance with the applicable tariffs at the time of the transfer.

21. Direct Debit

21.1. The Direct Debit service implies the transfer of service fees from the Client's Account without the Client's further consent, based on the information specified in the Client's Application for Direct Debit and the verification of the Client's debt.

21.2. The Direct Debit service will be activated to the Client after submitting the Application, in accordance with the details specified in the Application.

21.3. The performance of Direct Debit depends on the availability of sufficient funds in the Client's Account(s) specified in the Direct Debit Application.

21.4. The Parties agree that the electronic payment documents created by the Bank for Direct Debit have the same legal force as the paper document printed on paper and confirmed by the signature of the person authorized to dispose the Account.

21.5. The Client is entitled to:

21.5.1. Make appropriate changes to the data recorded in the initial Application.

21.5.2. Refuse to use the service.

21.5.3. Define periodicity of payment and set maximum limit (if desired).

21.6. The Bank is authorized to:

21.6.1. not perform Direct Debit in case of insufficient funds on the Client's Account;

21.6.2. perform an automatic payment on the calendar day indicated by the Client in the Application in the sufficient amount is available on the Client's Account, except when the said date coincides with a non-working day established by the Legislation - in such case, the Direct Debit operation will be performed on the next working day. In the event that the Client's Direct Debit involves the transfer of money to another financial institution, the Bank is not responsible for the time it may take for the receiving financial institution to reflect the transferred money on the recipient's/beneficiary's account;

21.6.3. not perform Direct Debit in the cases defined by the Legislation, as well as in case the Client has financial obligation before the Bank;

21.6.4. determine transfer priorities.

21.7. The Client is obliged to:

21.7.1. Always have balance sufficient for performance Direct Debit on the Multicurrency Account.

21.7.2. Pay the service fee in accordance with the applicable tariffs at the Bank at the time of the transfer.

22. Incentive Programs and/or Promotions

22.1. The Bank is entitled, at its discretion, to offer the Client to participate in the Bank's incentive programs and/or promotions (if any), within the framework of which the Client will be given the opportunity to receive various benefits determined by the Bank in the process of using banking services.

22.2. If the Client does not opt out in writing in advance, the Client will be deemed to agree and confirm the Bank's authority to disclose this information and the Client's personal data through various channels, including social media, in the event of winning the incentive program and/or promotion, at the Bank's discretion.

23. Loyalty Program

23.1. Participation in the Loyalty Program

23.1.1. In accordance with the current Conditions and as per the rules set forth by the Bank, Client is entitled to enroll in the Bank's Loyalty Program and avail themselves of the incentives/benefit(s) provided within the scope of the respective Loyalty Program.

23.1.2. When engaging with the Loyalty Program, the Client must adhere to the rules outlined in the current conditions and/or specified by the Bank. Upon activating/using any of the offers provided within the Loyalty Program, the Client affirms having read and accepted these Terms and Conditions, as well as any other rules governing the use of the Loyalty Program, if applicable.

23.1.3. Detailed information regarding the incentives/benefits available within the Loyalty Program can be found on the website www.silkbank.ge, in the corresponding application of the Bank, and/or in other software/documents/social media platforms created by the Bank for this specific purpose, hereinafter collectively referred to as the Loyalty Platform. The information presented in the Loyalty Platform is an integral component of these Terms.

23.1.4. Before benefiting from any offer within the Loyalty Program, it is imperative that the Client diligently familiarizes themselves with the comprehensive terms and conditions governing the respective offer.

23.1.5. The incentives/benefits provided within the Loyalty Program are exclusively applicable when conducting a card transaction using a Bank card at the Merchant(s) trade service establishment. This includes, where specified by the Bank, transactions on the Merchant(s) website.

23.1.6. To avail the discount presented within the Loyalty Program, customers are required to proactively activate the pertinent offer through the Loyalty Platform beforehand and subsequently complete the payment at the Bank's POS terminal (both physical and, as determined by the bank, virtual POS terminal in applicable cases).

23.1.7. The Bank retains the right, at its own discretion, to establish additional conditions for the Client's enrollment in the Loyalty Program. Notification of such conditions will be conveyed to the Client through means determined by the Bank.

23.1.8. The Bank shall not assume liability for any damages, including but not limited to lost income, benefits, or advantages, incurred by the Client if the Client fails to adhere strictly to the rules established by the Bank for the utilization of the Loyalty Program.

23.2. **Loyalty Points Program:**

23.2.1. The Loyalty Points Program constitutes a type of the Bank's loyalty program, under which a Client accumulates loyalty points, which may be used to obtain various services and/or benefits offered by the Bank.

23.2.2. A Client who holds an active Bank Account and a Card enabling Payment Transactions and has no outstanding debt to the Bank is automatically enrolled in the Loyalty Points Program. (The Loyalty Points Program does not apply to the Play Card. The terms and conditions and collection schemes for the Play Card are governed by Article 27.)

23.2.3. Points are credited to the Client immediately upon completion of the relevant transaction.

23.2.4. Points are credited to the Client only for payments made in GEL, USD, EUR and GBP.

23.2.5. Points can be accumulated through:

23.2.5.1. Performing card payment transactions (excluding P2P transactions, cash withdrawals, or other card operations that do not constitute payment for goods or services via a Bank Card);

23.2.5.2. The referral system, whereby a Client invites a new Client via the Bank's mobile banking application (SilkApp), and the referred Client opens a current account with the Bank through SilkApp.

23.2.6. Calculation of Points accumulation and redemption:

23.2.6.1. Points are credited to the Client under the Loyalty Points Program in accordance with the transactions defined in subparagraph 23.2.4. Points are accrued as follows: 1% of the transaction amount (1 point per 1 GEL spent) for payments made via Apple Wallet and/or Google Wallet, and 0.5% of the transaction amount (0.5 points per 1 GEL spent) for payments made via a plastic card.

23.2.7. Redemption of points:

23.2.7.1. The Client may use accumulated points to exchange it with the real money;

23.2.7.2. When redeeming points, it is applied that 1 point equals GEL 0.01 (100 points = 1 GEL).

23.2.8. **Cancelation and/or Deduction of the Points**

23.2.8.1. The Bank shall have the right, unilaterally and without the Client's prior or additional acceptance and/or consent, to deduct Points from the Client's Points Account and/or deduct the monetary equivalent of such Points in the currency held in the relevant account, and/or cancel the Points credited to the Client's account, and/or refuse to credit Points to the Client, if:

23.2.8.1.1. The Bank mistakenly credited Points to the Client's account;
23.2.8.1.2. The Client disputed a payment transaction carried out using the Primary Card and/or an Additional Card on the basis of which the Points had been credited;
23.2.8.1.3. The payment transaction was carried out in violation of applicable requirements, is contrary to the Bank's policies and/or procedures, or the transaction indicates bad faith on the part of the Client, including, but not limited to, cases where the Client uses the Loyalty Program for purposes other than its intended purpose, including for obtaining additional income and/or providing additional benefits to persons who are not clients of the Bank;
23.2.8.1.4. The Program Participant and/or the Additional Cardholder returned (or refused to accept) goods and/or services purchased with the Card at a merchant and/or service provider;
23.2.8.1.5. The payment transaction made using the Card, for which the Program Participant had been awarded Points, was cancelled;
23.2.8.1.6. A payment transaction carried out by the Client and/or the Additional Cardholder, for which the Client had been awarded Points, was not intended for the purchase of goods and/or services from a merchant and/or service provider, and/or was intended to facilitate the deposit of cash into a bank account, and/or was carried out in bad faith for the purpose of obtaining and/or accumulating Points;
23.2.8.1.7. The Client obtained the Points as a result of bad-faith conduct, including, but not limited to, fraudulent activity;
23.2.8.1.8. The Client obtained the Points as a result of violating any provision of the Bank's Loyalty Program, applicable legislation, and/or any of the terms and conditions set forth herein.

23.2.8.2. If the Client's account does not contain a sufficient number of Points, the Bank shall be entitled, at its sole discretion, to apply one or more of the following measures simultaneously or separately, and/or in the order determined by the Bank:

23.2.8.2.1. Permit a negative Points balance on the Client's account in the amount of Points that could not be deducted. In such case, any subsequently accumulated Points shall not be credited to the Client's account until the negative balance has been fully eliminated;
23.2.8.2.2. At its sole discretion and without obtaining the Client's acceptance, debit the equivalent amount in Georgian Lari (GEL) from any of the Client's accounts, and if sufficient funds are not available in such account(s), allow an overdraft on the Program Participant's account to cover the corresponding indebtedness in accordance with the terms and conditions established by the Bank.

23.2.9. **Cashback for Public Transport Payments**

23.2.9.1. Where a payment is made using the Bank's debit card and/or the "Mere" card for travel on municipal public transport in the municipalities of Tbilisi, Kutaisi, Batumi and Rustavi, namely buses, minibuses, the metro and the Bagebi–University cable car, the Customer shall receive a full or partial refund of the amount paid in the form of cashback, subject to the following terms and conditions (hereinafter referred to as the "Transport Cashback"):

23.2.9.1.1. The Transport Cashback shall apply to the Bank's customers who ordered a Mere card on or after 1 November 2026, in respect of payments made using such Mere card, as well as payments made using debit cards, provided that the Customer holds a PROMAX tariff package and/or is a payroll customer of the Bank holding SilkID status.

23.2.9.1.2. Payments made using the "Mere" card and/or debit card payments made by customers holding SilkID status shall be refunded in full as cashback during the first 30 calendar days following the date on which the Customer orders the "Mere" card. Starting from the following calendar month, cashback shall be granted only if

the total amount of payments made by the Customer during the preceding calendar month amounts to at least GEL 500 (five hundred).

23.2.9.1.3. Where the Customer holds a PROMAX tariff package, cashback shall be granted on payments made using debit cards, irrespective of the total amount of payments made by the Customer during the preceding month. In the event of cancellation of the package, the Customer shall no longer be eligible for Transport Cashback.

23.2.9.1.4. the purposes specified above, the following payments shall be taken into account when calculating the total payments made during the preceding month:
a) In the case of the Mere card – payments made using the Mere card at partner and/or non-partner merchants;
b) Payments for goods and/or services made to merchants, either online and/or physically.

23.2.9.1.5. The following transactions shall be excluded from the calculation of the total payments made during the preceding month: payments made using either the Mere card or debit card on public transport, cash withdrawals from ATMs, P2P transfers, payments to commercial banks and/or payment service providers, and top-ups of online wallets and/or accounts held with payment service providers.

23.2.9.1.6. If the Customer holds SilkID status and the total amount of payments made during the preceding month is less than GEL 500 (five hundred), such Customer shall receive cashback in the amount of GEL 0.50 (fifty tetri).

23.2.9.1.7. Cashback shall be credited to the same account from which the relevant payment was made.

23.2.9.2. Fair Use

23.2.9.2.1. Transport Cashback is intended for the cardholder's own personal use of public transport. The Bank shall have the right, at its sole discretion and without prior notice, to refuse to grant cashback in respect of a particular transaction, suspend or exclude a Customer from the campaign, and reclaim cashback already paid, where it reasonably considers that the offer is being misused.

23.2.9.2.2. Misuse of the offer includes, but is not limited to, the following:

- Paying fares for other passengers;
- Repeated payments using the same card within a short period of time;
- Sharing a card or digital wallet with other individuals;
- Transactions that do not appear to constitute genuine personal travel;
- Making purchases, obtaining refunds or carrying out other transactions for the purpose of artificially meeting the spending requirement;
- Holding multiple accounts or cards for the purpose of receiving the benefit more than once.

23.2.9.3. Limits. Only one cashback payment per card shall be granted within any 15-minute period. The Bank shall have the right to review accounts showing an unusually high number of rides.

23.2.9.4. Changes. The Bank shall have the right to amend the campaign terms and conditions or terminate the campaign at any time by publishing a relevant notice on its website or through its usual communication channels. Any cashback earned prior to such changes shall remain unaffected, except where misuse of the offer is identified.

24. Currency Exchange

24.1. The Bank will provide the Client with informational and brokerage services related to currency exchange, as well as currency exchange operations. A currency exchange operation means the sale of funds in one of the Client's currency accounts for another. The Bank will perform the currency exchange operation in accordance with the Client's application, at the Commercial Exchange Rate Established in the Bank or at the Tbilisi interbank exchange rate.

24.2. The Bank undertakes to conduct a currency exchange operation on the Client's Account, in case of the presence of the necessary amount for such operation, and upon completion of the currency exchange operation, to credit the amount purchased by the Client to the Client's Account on the date of currency exchange (debiting and crediting funds to the Client's Accounts) specified in the application.

24.3. The Bank is authorized to block the funds in the Client's Account, within the amount to be sold (taking into account the transaction fee) by the Client from the moment of receiving the Client's application for conducting a currency exchange operation until the end of the operation (debiting/crediting the relevant funds to the accounts or until making decision by the Bank about non-execution of the operation).

24.4. In order to conduct currency exchange operations, the Client is obliged to comply with the general rules established by the Bank (application submission deadlines, filling rules, etc.) and to pay the commission fee established for the said operations.

25. Money Transfers

25.1. Money Transfers service allows the Client to transfer money or receive money in Georgia or any other country through the systems belonging to the Bank or the Bank's partner international remittance operator-partners;

25.2. The amoun using the money transfer service, can be transferred/received including from/for such a person who does not have an open account in the Bank;

25.3. The amount using the money transfer service, can be transferred and received in GEL, USD, EUR, GBP or RUB;

25.4. The Client chooses the money transfer system using which he/she wants to receive or send/transfer money.

25.5. Receiving money transfer to the account is free of charge. Withdrawals from the account of the received remittance are subject to the payment of a standard fee;

25.6. Transferring money transfer amount from the account is subject to the payment of a transfer fee, which is different depending on the country where the money transfer is made, the amount and currency of money transferred, as well as the system through which the money transfer is made;

25.7. The permitted amount of money transfer and commission fee is determined according to the rules applicable in the Bank at the moment of performing money transfer;

25.8. The Client receives information about the term of execution of the money transfer and the amount of the commission fee before the Operation and/or during the execution of the Operation. The authorization/completion of the money transfer Operation by the Client indicates his/her (the Client's) unconditional consent to the terms and conditions provided/announced by the Bank in advance;

25.9. In order to receive a money transfer by the Client, it is necessary to provide the Bank with at least accurate information about the remittance code, amount and currency, otherwise the Bank is deprived of the opportunity to identify the Client's money transfer to distribute it to the Client;

25.10. In order to transfer money, it is necessary, without limitation, to provide the Bank with the identification data of the recipient/beneficiary and the location (country, city, in some cases, the institution to which the recipient applies in order to receive the remittance). After executing the money transfer, the Bank provides the sender with the money transfer code, which the sender must provide to the recipient. The Bank shall not be responsible for any delay that is the result of incorrect information provided to the Bank by the sender about the recipient of the money transfer;

25.11. If the money transfer sent is in a currency in which the Client does not have a sub-account or has a sub-account, but the said sub-account does not have enough available balance to execute the remittance - the Bank will convert the amount from the Client's account(s) in order to execute the transfer at the Bank's commercial currency exchange rate at the time of execution of the money transfer;

25.12. If the money transfer received is in a currency in which the Client does not have a sub-account, the Bank will transfer the remittance to the sub-account of the Client, which is chosen by the Client himself/herself. In such a case, the Bank will convert the remittance amount received by the Client into the currency of the sub-account using the Bank's commercial exchange rate.

25.13. The Client is aware and agrees that the rules for using the money transfer are determined by the operator of the relevant international money transfer system. The Bank is not responsible to the Client due to the rules/restrictions established by the operator of the international remittance system, including if the Client is unable to use the remittance due to the aforementioned rules/restrictions.

25.14. The Client is entitled to refuse to receive/send a money transfer and request cancellation of the money transfer through the relevant service channels specified by the Bank. Cancellation of the money transfer will be carried out in accordance with the rules established by the Bank and the operator of the relevant international money transfer system.

25.15. The Client is aware that if he does not refuse to do so in accordance with the Legislation, the Bank will collect/process the information about the income received from the Client's money transfer (made from a foreign country), which will be provided to the credit information bureau in accordance with the rules and conditions provided by the legislation of Georgia. Information on the income received from remittances is processed for the purpose of analyzing the customer's solvency and will be available to the lending organizations involved in the credit information bureau in accordance with the Legislation. At the request of the data subject/user, the data processor is obliged to correct, update, add, block, delete or destroy the data if they are incomplete, inaccurate, not updated, or if their collection and processing was carried out against the Legislation.

26. Performing operations using SMS signature

26.1. In accordance with the procedures established in the Bank, the Bank is authorized to offer the Client, confirmation of any operation, order and/or document (including the transaction) offered by the Bank within

the scope of the service, by dictating the SMS code sent to the Bank's verified number, instead of the Client's signature.

26.2. The Client is entitled to perform a banking operation and/or receive services within the defined limits, based on the SMS signature, without printing the document in physical form and recording a physical signature on it.

26.3. The Client can use the SMS signature service only in case he/she has a verified number registered in the Bank. If the Client's number recorded in the Bank does not have the status of a verified number, it is necessary to verify the Client's number in accordance with the procedure established in the Bank in order to use the SMS signature service;

26.4. By providing the SMS code to the Bank, the Client confirms that he/she has fully familiarized himself/herself with the relevant Transaction, order and/or document (including the transaction) offered by the Bank within the service, agrees with the correctness of the conditions/information contained therein and wishes to perform the said operation, order and/or sign/conclude the document (including the Transaction) offered by the Bank within the service;

26.5. In case the Client discloses the Bank the message/SMS code sent to him/her, the Bank indicates the SMS code into the Bank's software and confirm the process related to the execution of the Operation, order and/or document (including the transaction) and send the corresponding message to the Client. For the avoidance of any doubt, the Operation is considered confirmed by the Bank only after the relevant employee of the Bank ensures that the corresponding SMS code provided by the Client is entered into the Bank's software.

26.6. Confirming the Transaction, order and/or document (including the Transaction) offered by the Bank within the service via SMS signature equals to the material signature by the Client in the relationship of the Parties and confirms the validity of the Client's will;

26.7. The list/types of operations, orders and/documents (including Transactions) available for the SMS signature is defined by the Bank at its sole discretion;

27. Service through remote service center

27.1. In the case of the client's request the Bank is entitled to perform some of the services specified in the Terms and Conditions including providing information, accepting orders, etc. with the involvement of the remote service center within the scope determined by the Bank;

27.2. Providing service through the Bank's remote service center is available only upon successful verification of the Client according to the rules established by the Bank;

27.3. The Bank is authorized not to provide the Client with the service, if the Client fails to successfully complete verification procedure.

28. 1. Me2M2 Service (the Service – "Top up from European Bank")

28.1. General Terms of Use Me2Me Service

28.1.1. The Me2Me Service shall be used exclusively for transferring funds between an account opened in the Client's name with the Bank and an account opened in the Client's name with a sending account provider connected to the Thunes network, in accordance with the terms and conditions set forth herein.

28.1.2. Access to the Me2Me Service is available via the Bank's mobile banking application – SilkApp.

28.1.3. Upon selecting the Thunes service within the Bank's interface, the Client shall be automatically redirected to Thunes's software environment, where, if applicable, the Client must review and agree to the terms and conditions governing the use of Thunes services (including those of Thunes providers). The Client may also be required to complete certain technical or procedural steps in order to receive funds via the Me2Me Service (including, but not limited to, correctly specifying sending account details, completing authorization/verification procedures with the sending account provider, confirming ownership, etc.). Completion of such steps constitutes a prerequisite for the acceptance of a payment initiation order.

28.1.4. Upon successful completion of authorization and strong customer authentication with the sending account provider, the payment instruction (order) shall be confirmed in the relevant system and the transaction shall proceed to the processing stage. The subsequent transmission, processing, and settlement of the payment instruction shall be carried out within Thunes's global payment network, in accordance with applicable legal requirements, international standards, and agreed technical channels.

28.1.5. To execute a payment transaction via Thunes, the Client must select the account servicing provider from which the funds will be transferred to the Client's account with the Bank. Upon selecting the relevant provider, the Client shall be redirected to the provider's authentication environment and shall undergo strong customer authentication (SCA) in accordance with the provider's rules. The transaction shall proceed only if the Client successfully completes all required authentication steps.

28.1.6. The Client acknowledges and agrees that the Bank neither controls nor influences the strong customer authentication processes and procedures of third-party providers and shall not be liable for any circumstances arising from their malfunction or unavailability.

28.1.7. Upon execution of the payment transaction, the Bank shall notify the Client through the communication channels agreed between the parties (including, but not limited to, SMS, mobile application notifications, or account statements). The Client may also verify receipt of funds by checking the balance or transaction history of the destination account.

28.2. ***Clients Obligations the Client shall:***

28.2.1. Provide complete, accurate, and proper information to the Bank when executing a Me2Me operation, including within the payment instruction (order). The Client shall bear full responsibility for correctly specifying the sending account details, transfer amount, and currency.

28.2.2. Ensure that, at the time of processing the payment instruction, the sending account has sufficient funds available to cover both the transfer amount and any applicable fees charged by the sending account provider, Thunes, or the Bank.

28.2.3. Provide the Bank with any additional information, documentation, and/or explanations reasonably requested in connection with a Me2Me transaction.

28.2.4. The Bank shall have the right to refuse, suspend, block, or cancel any Me2Me operation and/or restrict the Client's access to the Service if there is suspicion that the transaction may violate applicable local and/or international laws/regulations, the Bank's internal policies and procedures, or regulatory instructions, including, but not limited to, cases where:

(i) AML/CFT risks are identified;

(ii) there is a risk of violation or circumvention of sanctions requirements;

(iii) indications of fraud or unauthorized use are detected;or

(iv) additional checks are required by law.

28.2.5. The Bank may request additional information/documentation (including regarding ownership of the sending account, source of funds, and purpose of transfer) and suspend processing until such information is provided and all checks are successfully completed. The Bank shall not be liable for any losses arising from refusal, suspension, delay, or cancellation of a transaction in such cases.

28.2.6. The Client shall be fully and unconditionally liable to the Bank for any damages, losses, liabilities, penalties, and expenses (including court and legal costs) arising from or related to the Client's use of the Me2Me Service, breach of these terms, improper performance or non-performance, fraudulent actions, or failure to comply with applicable legal, regulatory, contractual, or operational requirements.

28.2.7. The Client shall indemnify and hold the Bank harmless from any losses, claims, consequential damages, and reasonable expenses (including legal, expert, investigative, and internal resource costs) arising, inter alia, from:

(i) misuse or prohibited use of the Service;

(ii) breach of representations/warranties/obligations;

(iii) provision of incorrect or misleading information;

(iv) fraud, security breaches, or unauthorized transactions;

(v) violations of applicable laws/regulations/sanctions regimes;

(vi) costs related to reversal/cancellation/recovery of transactions;

(vii) breach of any provision of this Agreement.

28.2.8. The Client acknowledges that Thunes, the sending account provider, intermediary financial institutions, payment system providers, and card scheme operators are not under the Bank's direct control. The Bank shall not be liable for consequences caused by such third parties, including delays, failures, technical disruptions, or changes in processing timelines.

28.2.9. The Client acknowledges that execution timelines depend on various factors, including laws of the sending provider's jurisdiction, internal procedures, compliance checks (AML/CFT), time zones, cut-off times, holidays, currency conversion, and operational factors. The Bank does not guarantee execution within a specific timeframe and shall not be liable for delays or cancellations.

28.3. ***Fees***

28.3.1. Unless otherwise specified, the Me2Me Service fee shall be deducted by the Bank from the received amount at the time of receipt, and the destination account shall be credited with the net amount. The Bank may alternatively debit the fee separately from the destination account without additional consent, in accordance with its tariffs.

28.3.2. The Client acknowledges that third parties involved in processing (including the sending provider, intermediaries, and X) may charge additional fees. Such fees are outside the Bank's control, and the Bank shall not be responsible for them or for exchange rate differences or deductions prior to crediting.

28.3.3. The Me2Me Service fees are available on the Bank's official website.

28.4. Understandings and Consents

28.4.1. The Client acknowledges that, when using the Me2Me Service, they will be automatically redirected from the Bank's interface to the Thunes platform, which is technically necessary for service provision.

28.4.2. Access to and use of the Thunes platform shall be subject to Thunes's terms. Failure to accept such terms will prevent use of the Service.

28.4.3. Strong customer authentication (SCA) or other security procedures may be required by the sending account provider; failure to complete them will prevent transaction execution.

28.4.4. Any messages or confirmations displayed on Thunes originate from Thunes and are not controlled by the Bank. The Client may not rely on them for claims against the Bank.

28.4.5. Thunes is an independent third party and does not act on behalf of the Bank. The Bank shall not be liable for Thunes's actions or decisions.

28.4.6. Technical failures of Thunes, networks, or other involved parties may cause delays or cancellations. The Bank is not liable unless caused by its own negligence or misconduct.

28.4.7. Privacy and personal data processing matters are governed by the Bank's Privacy Policy published on its official website.

Part III

29. Final Provisions

29.1. The Client is obliged to provide any additional information and/or documentation requested by the Bank upon the Bank's request within the period determined by the Bank.

29.2. In the event that any article(s), paragraph(s) and/or sub-paragraph(s) of the Agreement are declared invalid/void based on the Legislation, the remaining article(s), paragraph(s), paragraph(s) shall retain their legal force.

29.3. The Client may not fully or partially assign the rights and obligations under the Agreement to Third Person(s) without a prior written consent of the Bank. However, the Bank without prejudice to the provision above may at its own discretion receive the fulfilment of obligations from Third Persons.

29.4. The Bank 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 the Bank exercises or intends to exercise the right specified in this paragraph, it (the Bank) will be entitled to transfer confidential information about the Client and/or the Client's Bank Account to third parties without any restrictions.

29.5. The Agreement fully applies to the Parties, their employees, representatives, legal heirs and successors.

29.6. The Agreement is governed and interpreted in accordance with the Legislation. In cases that are not provided for in the Agreement, the Parties will be guided by the norms governing the relevant relationship established by the Legislation and/or additionally agreed conditions. In addition, the Parties agree that the legal address of the Bank is considered the place of performance of the Agreement.

29.7. The Bank's non-exercise of the right(s) in case of the Client's violation of the obligations arising from the Agreement and/or Legislation, does not constitute a basis for waiving the right to claim. Furthermore, the Bank's waiving of such right(s) does not constitute a basis for waiving the right to claim arising as a result of the violation of the Agreement and/or the Legislation in future.

29.8. These Terms and Conditions shall supersede any prior agreement or contract between the Parties on the same subject matter.

29.9. The Agreement is drawn up in English. Terms and Conditions of Individuals are posted on the Bank's website: www.silkbank.ge. At the Bank's consent, the Agreement may be concluded in another language. In this case, the Agreement and its conditions drawn up in the Georgian language will be given priority over the Agreement and its conditions drawn up in another language.

According to the Law of Georgia on the "Deposit Insurance System," starting from April 1, 2026, the funds of all depositors on their deposits/accounts, regardless of the number of deposits/accounts, are insured and will be reimbursed by the Deposit Insurance Agency up to GEL 50,000. All funds of all depositors on all accounts in commercial banks and microbanks are automatically insured without any additional premium. For more information, please visit the Deposit Insurance Agency's website: www.diagency.ge.

JSC Silk Bank is a duly licensed financial institution and provides Banking services in accordance with the license N238 issued by the National Bank of Georgia on March 13, 2001.

The head office of JSC Silk Bank is located at #2 Saarbrucken Square, 0102, Tbilisi, Georgia. Detailed Information on the terms and conditions of the Bank's Services as well as service locations is available on the Bank's website at www.silkbank.ge;

JSC Silk Bank is under the supervision of the National Bank of Georgia. Detailed information on the National Bank of Georgia is available on the web-site - http://nbg.gov.ge;

The National Bank of Georgia shall in no case be liable for improper performance of obligations by JSC Silk Bank.

Annex No. 1 – the terms of reciept and fullfilment of payment request

- The table below reflects the time periods during which the Bank may accept a payment order, either by submission of the order directly at the Bank or through remote banking service channels, as well as the maximum timeframe established for the Bank to execute a submitted payment order.
- For the purposes of this Annex, a Business Day shall mean the days of the week from Monday through Friday, excluding public holidays established by law.
- Any order submitted to the Bank on non-Business Days and/or outside the hours specified in the table below shall be deemed received by the Bank on the next Business Day.

Submission of a payment request to the Bank	Working hours, when the Bank's Service points and/or Remote Banking Service Channels operate and are accessible for the Client	Period of time when a payment request submitted to the Bank, shall be considered received by the Bank	Maximum term for the Bank as of the receipt of a payment request up to its fulfilment within the territory of Georgia
submission of a payment request by the Client by appearing before the Bank's Service points (including without any limitation a branch, service-centre, except such Service points where the Bank provides 24 hour Service)	From Monday through Friday – from 10:00 AM through 17:30 PM; • On Saturdays from 10:00 AM through 14:00 PM. The Bank may determine different working days and working hours for different Service points. The Client shall be informed respectively through the way of public announcement.	From Monday through Friday – from 10:00 AM through 17:00 PM; The Bank may determine different working hours for different Service points. The Client shall be informed respectively through the way of public announcement.	- If the Bank is a payment service provider for the payer and the payment receiver, the payment request shall be fulfilled on the day of receipt of such request; - If the payer and the payment receiver have different payment service providers, the payment request shall be fulfilled no later than the following Working Day as of the receipt of the relevant request; - If a foreign payment or notice exchange system is involved in the payment Operation, the Bank shall submit the request for further fulfilment to such systems no later than the following Working Day as of the receipt the relevant payment request.
Submission of a payment request by the Client by appearing before the Bank's service-centre providing 24 hour Service	Every day, during 24 hours, without interruption	very day - from 10.00 am through 17:00 PM	- If the Bank is a payment service provider for the payer and the payment receiver, the payment request shall be fulfilled on the day of receipt of such request; - If the payer and the payment receiver have different payment service providers, the payment request shall be fulfilled no later than the following Working Day as of the receipt of the relevant request; - If a foreign payment or notice exchange system is involved in the payment

			Operation, the Bank shall submit the request for further fulfilment to such systems no later than the following Working Day as of receipt the relevant payment request.
submission of a payment request by the Client by appearing before the Bank's service-centre providing 24 hour Service	Every day, during 24 hours, without interruption	every day - from 10.00 am through 17:00 PM	- If the Bank is a payment service provider for the payer and the payment receiver, the payment request shall be fulfilled on the day of receipt of such request; - If the payer and the payment receiver have different payment service providers, the payment request shall be fulfilled no later than the following Working Day as of the receipt of the relevant request; - If a foreign payment or notice exchange system is involved in the payment Operation, the Bank shall submit the request for further fulfilment to such systems no later than the following Working Day as of receipt the relevant payment request.