

Amendment to the General Agreement for Rendering Banking Services to Legal Entities

According to the present document, “General Agreement For Rendering Banking Services to Legal Entities” posted at the web-page www.pashabank.ge shall be amended, in particular, clauses 5.6-5.6.6.5 shall be added to the agreement and be formulated as follows:

“5.6 Apple Wallet

5.6.1 The present chapter regulates rules and terms on adding cards emitted by the bank to Apple Wallet and terms on making settlements with the added cards by the client and/or by the additional cardholder;

5.6.2 Terms used in the present chapter shall have the following meanings:

5.6.2.1 Apple – legal entity registered in the USA (Apple Inc. www.apple.com) which manufactures and sells various electronic devices by means of which, the client/additional card holder has the capability to use Apple Wallet and make settlements with the card.

5.6.2.2 Apple Pay /Apple Wallet / electronic wallet – mobile/digital payment system/service/application created by Apple and integrated in Apple devices. Apple Pay/Apple Wallet, using the added cards, allows the customer to make contactless payments or withdraw cash from ATM.

5.6.2.3 Apple device/device – devices manufactured by Apple - iPhone, Apple Watch, iPad, MacBook and/or any other device, in which Apple Pay/Apple Wallet is integrated.

5.6.2.4 Authentication – process, which requires using the authentication data for the purposes of making payments/transactions by the added card in the Apple Wallet.

5.6.2.5 Authentication data – fingerprint of the client (Touch ID), face ID or Passcode, one of which should be used for using Apple Wallet while making transactions and have to be entered by the client or the additional card holder prior to each transaction. Client/additional card holder acknowledges that the bank does not have access to such data, furthermore, entering/using authentication data by the client or additional card holder is deemed as confirmation of the payment transaction. Those data which are added to the device as the authentication data but do not belong to the client or to the additional card holder are assumed as payment transaction confirmation too (among them payment by the client/additional card holder or withdrawal).

5.6.3 Terms on adding cards to the Apple Wallet

5.6.3.1 The client or the additional card holder is authorized to include/add his/her card to its own Apple device, provided that:

5.6.3.1.1 The client or additional card holder is identified by the bank in a due manner;

5.6.3.1.2 There is no restriction to the card and/or card account that is being added to Apple Wallet, which excludes possibility on making payments with the electronic wallet and/or cash withdrawal;

5.6.3.2 When adding card to the Apple Wallet, the client or additional card holder undergoes verification, which can be done through one of the following methods, in particular:

5.6.3.2.1 Card may be added to the Apple Wallet by using one time verification code, which is sent to the client or additional cardholder to their registered mobile number and by filling such code in the system while adding the card to the Apple Wallet.

5.6.3.2.2 Card may be added to the Apple Wallet with help of the Contact Centre, but only in case if the client/additional cardholder is properly verified as per terms established.

5.6.3.3 After the client/additional card holder successfully adds card/additional card to the Apple Wallet – he/she will be authorized to make transactions using card accounts. Both, contactless payments and cash withdrawal is permitted using card added to Apple Wallet, in particular:

5.6.3.3.1 Contactless payments can be made using one of the authentication data and by placing the Apple device close to the contactless payment terminal. Contactless payment using authentication data is possible through applications and web pages with Apple Pay logo as well. In addition, the client understands that when making settlements through Apple Wallet, card pin code is not required.

5.6.3.3.2 By using Apple Wallet and one of the authentication data, it is possible to withdraw cash by placing Apple device close to the ATM (if the ATM has contactless connection system) and by entering card's pin code.

5.6.3.4 It is possible to add several cards to one device, also it is possible to add the same card in the various devices. Furthermore, the client/additional card holder acknowledges that the bank and/or the Apple, are authorized to restrict the number of cards to be added to single device, as well as the number of devices, to which one and the same card can be added. The client/additional card holder may become familiar with the restrictions imposed by the Apple at the web page www.apple.com, information on restrictions imposed by the bank are available at the bank's web page – www.pashabank.ge or at the bank's contact center number (+995 322) 265 000.

5.6.3.5 The client acknowledges that he/she can delete the card from Apple Wallet at any time. Also, it is possible to block the card added to Apple Wallet without blocking the card itself (without blocking the possibility of payment out of the scope of Apple Wallet), for which, the client may address the Bank's branches and/or call bank's contact center number (+995 322) 265 000.

5.6.3.6 The client acknowledges that only the information about transactions made through the Apple Wallet are available in the Apple Wallet. Furthermore, while using Apple Wallet the client may not see remaining balances on the proper accounts or full information on transactions made using his/her card. Detailed information regarding the transactions is available at the mobile bank and internet banking (address: www.pashaonline.ge), for receiving statement, the client may address bank branches and/or call the Bank's Contact Center at number (+995 322) 265 000.

5.6.3.7 The client acknowledges that he/she may receive notifications on transactions made through the Apple Wallet from the Apple Wallet (push notifications) as well as from the Bank.

5.6.4 Rights and Obligations of the Parties

5.6.4.1 Client/additional card holder must regularly become familiar and observe terms on use and safety of Apple Wallet developed by the Bank and Apple do not share device passcode with the third parties and/or add data of third parties to the device as an authentication data and in such case, must promptly delete added data and/or change the passcode/password. For the purposes of this clause, the client and the additional card holder additionally acknowledge that any third party will be able to make payments through their Apple Wallet if such person has the access to Apple device, has the passcode and/or his/her data (Touch ID/Face ID) are added to the device as authentication data. Sharing passcode/password with the third parties and/or adding third parties' data as authentication data – may be detrimental to the card holder.

5.6.4.2 When adding a card to the Apple Wallet, the client/additional card holder must ensure that:

5.6.4.2.1 Card use is only possible by using authentication data of the card holder himself/herself (the person to whom the card is registered at the bank);

5.6.4.2.2 Device is available only for the card holder;

5.6.4.2.3 Password (passcode) which allows access to device and making further settlements with the electronic wallet:

5.6.4.2.3.1 Is not shared and/or otherwise become available in any form to the third parties;

5.6.4.2.3.2 Is stored confidentially;

5.6.4.2.3.3 A complex password is used, which is impossible to detect or is not easily detected and/or guessed;

5.6.4.2.4 Device is not left unattended and/or unlocked;

5.6.4.3 The client/additional card holder must:

5.6.4.3.1 Promptly notify the bank on loss/theft of Apple device(s);

5.6.4.3.2 Promptly notify the bank on doubt if the customer believes that his/her device and/or card data entered in the electronic devices have been compromised by unauthorized person.

5.6.4.3.3 Promptly notify the bank on unexpected termination in the Apple device servicing which raises doubts;

5.6.4.3.4 Delete the card from Apple Wallet and card associated data, if transferring ownership on the device in which the card is added to the third parties or transferring only for temporary use

5.6.4.4 Based on the information received from the client/ requested by the client and/or at own discretion (following banks' regulations and procedures) consistent with the card servicing regulations stipulated by the present agreement and the requirements envisaged by the present clause, the bank is authorized/obliged to block the card, additional card, card account and/or restrict the opportunity of making payments with the card added to Apple Wallet, if:

5.6.4.4.1 The bank has a reasonable doubt regarding fraud, the request of the client is submitted and/or the client has notified the bank on one of the circumstances outlined in clause 5.7.4.3;

5.6.4.4.2 The client/additional card holder, when using Apple Wallet, breaches any of the terms established by the Apple regulations and the present agreement;

5.6.4.4.3 The card/additional card and/or card account is blocked, validity of card/additional card is suspended and/or their effective term expires;

5.6.4.4.4 Request of the Apple and/or respective payment system is submitted;

5.6.4.4.5 Agreement between the bank and Apple is terminated regarding the electronic wallet servicing;

5.6.4.4.6 Other circumstances envisaged by the legislation occur;

5.6.5 Collection of information and security

5.6.5.1 Client acknowledges and confirms that the bank is authorized to share to Apple client's/additional card holder's personal information stored at the bank to the extent necessary for proper use of Apple Wallet, provided that, the confidentiality of shared information shall be observed.

5.6.5.2 Client acknowledges and confirms that the bank is authorized to collect and process information associated with the client's device (including but not limited to used application, devices, device model, device's operative system, IP address and etc.) for the purposes of providing proper services (making settlements as established etc.), to protect the client/additional card holder from loss of data, fraud and/or any other risks. Also, for purposes mentioned and in a due capacity, the bank is authorized to exchange information with Apple, provided that the confidentiality of such information will be guaranteed.

5.6.6 Other terms

5.6.6.1 Client acknowledges that the bank is not responsible for malfunctioning of Apple device and/or Apple Wallet and the liabilities of the bank are limited to providing respective information to Apple, unless the cause of above indicated malfunctioning is not attributed to the bank.

5.6.6.2 The bank is not responsible for the damages/loss incurred to the client as a result of use of Apple Wallet, if it is caused by the unlawful actions of the client, breach of the terms of the present agreement and/or terms and conditions of the Apple.

5.6.6.3 When making settlements with the card added to Apple Wallet – the bank may impose additional commission fee(s), furthermore, the client envisages that the service commission fee(s) may also be imposed by the client's mobile operators (SMS notification cost etc.) and/or by Apple itself, which are determined independently from the bank and the bank does not make decision in this regard.

5.6.6.4 Client/additional card holder acknowledges that, consistent with the context, terms and conditions established by the present agreement on use of bank accounts (card account(s)) and cards are fully applicable to

the transactions performed by the card added to the Apple Wallet and Apple Wallet transactions (among them cash withdrawal at ATM using Apple Wallet). In case of inconsistency with the terms set forth in the present chapter and the terms on use of bank accounts and cards, the terms established by the present chapter shall prevail.

5.6.6.5 The client acknowledges that he/she has become familiar with terms and conditions, including terms on confidentiality set by the Apple at the web-page - <https://support.apple.com/apple-pay>.

* Apple and Apple Pay, also any other product of Apple, are registered trademarks of Apple in USA and in the other countries. Information on registered trademarks of Apple is available at web-page - <https://www.apple.com/legal/intellectual-property/trademark/appletmlist.html>.”

Amendments set forth in the present document are effective from 4th of October 2021.