

Amendment to the General Agreement for Rendering Banking Services to Individuals

According to the present document, “General Agreement For Rendering Banking Services to Individuals” posted at the web-page www.rebank.ge shall be amended, in particular, clause 5.6.6 shall be added and formulated as follows:

“5.6.6. Additional terms

5.6.6.1 Client acknowledges that in cases addressed by the legislation, or in cases envisaged by the policy-procedures of the bank’s partner object(s) it is possible to permit return/replace of goods/services purchased by Top|Card and taking into consideration this opportunity, if the bank’s partner object decides to return/replace goods/services, the client acknowledges and agrees that:

5.6.6.1.1 Cost of goods/services purchased by Top|Card (full amount if the product is returned fully, if the goods/services were replaced with the goods/services of less value, the difference between the price of initial goods/products and price of replacing goods/services) despite whether the payment was made from the credit limit or from the amount existing on the multi-currency account of the Top|Card, shall be transferred fully by the bank’s partner object to the account of the Bank pre-agreed between Bank and the partner object.

5.6.6.1.2 The amount transferred by the partner object to the bank (the amount paid for goods/services returned/replaced) shall fully be directed to the Top|Card credit account of the client by the Bank and shall be covered the existing debt (base amount), in the limits of the transferred amount. In case the amount returned by the partner object exceeds the debt amount existing at the client’s Top|Card, the respective part of the amount will be directed to cover existing debt (base amount) and the difference between the existing debt on the Top|Card and the transferred amount, shall be deposited at the debit account of Top|Card.

5.6.6.2 For the purposes of clause 5.6.6.1 the client envisages and acknowledges that the Bank is not held responsible for return of the amount by the partner object, among them with regard to the return period, and its only responsible that after the partner object transfers returnable amount to the bank, the latter within 5 banking day period, ensures accrual of the transferred amounts to the client’s Top|Card credit and/or debit account. Partner object decides whether to return back goods/services purchased through Top|Card and those issues are fully regulated by the legal proceedings between the client and the partner object.

5.6.6.3 For the purposes of clause 5.6.6.1 the client envisages and acknowledges that despite the fact whether the partner object made a decision to return/replace goods/services purchased by Top|Card and whether the cost of such goods/services paid by Top|Card should be transferred to the special account of the Bank or not, the client still has the liability to cover fully, consistent with the agreed terms, and in a timely manner, the due payment – recommended or minimal payment. In case client fails to pay the amount in the established period and consistent with the agreed terms, the client shall incur interest rate and/or penalty for failure to meet its liabilities according to the terms and conditions established by the present and individual agreement.

5.6.6.4 The parties agree and the client acknowledges that the Bank is to make all reasonable efforts to transfer and/or return the amounts transferred by the partner objects fully, consistent with the terms and conditions set forth in clause 5.6.6.2, however, the bank is not responsible for such action which have been performed and/or have not been performed by the partner object, including but not limited to not returning the amount, partially returning and/or providing incomplete information on returned amount to the bank, when the transactions can not be identified.”

Amendments set forth in the present document is effective from 15th of April 2022.