

**Payment Service
Terms & Conditions**

(On providing acquiring service through sub-acquirer)

The following payment service terms and conditions (hereinafter – terms and conditions) are compiled by United Payment Georgia LLC (I/N 405546075; Address: Tbilisi, Arakishvili Str. 3, 5th floor, office 73; info@unitedpayment.ge Website: www.unitedpayment.ge), which is registered in accordance with the legislation of Georgia and conducts payment service on the basis of registration in the National Bank of Georgia (registration date: March 14th, 2023; registration number: 0098-2904). The supervising organ of the provider is the National Bank of Georgia (www.nbg.gov.ge). **Additionally, the National Bank of Georgia is not in any case responsible for inadequate fulfillment of obligations by the provider.**

These terms and conditions are required to be followed during use of the acquiring service through sub-acquirer while utilizing the payment service.

Article 1. Definition of Terms

1.1. The terms used in the terms and conditions have the following definitions:

Payer – a person who wishes to execute payment through electronic commerce at a trade/service unit to purchase goods and/or services.

Payee – a trade/service unit that is intended to receive monetary resources initiated by the payer as a result of acquiring (sub-acquiring).

User – a payer and/or payee.

Provider - United Payment Georgia LLC (I/N 405546075; Address: Tbilisi, Arakishvili Str. 3, 5th floor, office 73; info@unitedpayment.ge Website: www.unitedpayment.ge), which is registered in accordance with the legislation of Georgia and conducts payment service on the basis of registration in the National Bank of Georgia (registration date: March 14th, 2023; registration number: 0098-2904). The supervising organ of the provider is the National Bank of Georgia (www.nbg.gov.ge). **Additionally, the National Bank of Georgia is not in any case responsible for inadequate fulfillment of obligations by the provider.**

1.2. In the case that the legislation of Georgia establishes a definition which differs from these terms and conditions, priority is given to the definition established by the legislation of Georgia.

Article 2. Payment Service of the Provider

2.1. The provider is a sub-acquirer. JSC Bank of Georgia is the acquirer.

2.2. The provider's function is to process the payment initiated by the payer through the electronic commerce module with the acquirer.

2.3. The provider bears no responsibility to the user if it has not received and/or received an incorrect order from payer and/or acquirer.

Article 3. Service Fees

3.1. The payer receives any information regarding service fees during payment, through the electronic commerce module.

3.2. The provider is not responsible for providing service fee information and/or ensuring accuracy of the information provided to the user. This is done by the acquirer.

Article 4. Terms of Service

4.1. The payer receives information regarding payment execution instantly through the electronic commerce module.

4.2. The provider is not responsible for abiding by terms of service if it is done through measures provided in the legislation, acquirer's, and/or its internal policy, procedures, and instructions.

Article 5. Governing Law. Dispute Resolution

5.1. These terms and conditions are governed by the laws of Georgia.

5.2. On the basis of these terms and conditions, parties have the right to go to the court of Georgia to resolve disputes.

Article 6. Law on Facilitating the Prevention of Money Laundering and Financing of Terrorism

6.1. The provider ensures it reviews each transaction to ensure its compliance with Georgian and international legislation on facilitating the prevention of money laundering and financing of terrorism. For this purpose, the provider is authorized to process, check, and study each transaction's personal information of the payer and/or payee.

6.2. The provider is authorized to suspend, cancel, and/or refuse to perform service if the execution of the payment service goes against the provider's internal policy, procedures, and instructions. The provider is not obligated to provide justification for its decision to the user in this case.

Article 7. Review of Complaints and Claims

7.1. The user is authorized to present a claim regarding payment service to the provider.

7.2. The claim can be submitted to the provider through oral (including phone communication), electronic, and/or written means.

7.3. In the case that a complaint presented orally by the user cannot be resolved through oral communication, the user can submit the claim through written and/or electronic means. In addition, the lack of usage of the aforementioned right does not imply that the orally presented claim will not be reviewed by the provider. The provider is authorized to offer to the user the means to submit an oral claim through an audio recording, which the user agrees to.

7.4. The provider will review a claim presented by a user within 7 (seven) business days. In the case that the issue provided in the claim is impossible to resolve in the aforementioned timeframe, the provider will notify the user of a substantiated timeframe for reviewing the claim in the aforementioned 7 (seven) business day period.

7.5. Claims can be submitted through written means at the provider's address: Tbilisi, Arakishvili Str. 3, 5th floor, office 73.

7.6. Claims can be submitted through electronic means at the provider's electronic post address: info@unitedpayment.ge or through the provider's other electronic communication means, including social media.

7.7. Claims are submitted to the provider and reviewed free of cost.

7.8. In the case that, in the timeframe provided by law, the acquirer bank and/or the provider does not satisfy (including by not responding) or partly satisfy a claim related to a payment operation submitted by a trade/service unit to the acquirer bank and/or provider, if it complies with the criteria provided in the officially adopted N2 resolution by the Board of the National Bank of Georgia on the Rule of Operation of the Dispute Resolution Commission with the National Bank of Georgia on the 26th of July, 2023, it will be authorized to approach the Dispute Resolution Commission (hereinafter – the commission) with the National Bank of Georgia with a materially or electronically submitted claim. The commission is an independent body with the National Bank of Georgia. You can read in detail about the commission's rule of operation, including the rule and procedure on submitting claims in the following document: officially adopted N2 resolution by the Board of the National Bank of Georgia on the Rule of Operation of the Dispute Resolution Commission with the National Bank of Georgia on the 26th of July, 2023.

Article 8. Personal Information

8.1. The user agrees to give consent to the provider to process his/her personal information, specifically his/her:

Name, surname, date of birth, address, nationality, gender, photograph, bank account details, work, marital/family status, location, education, information about prior conviction, signature, mobile phone number, electronic post address, information about income, information about property status, ready data (cookies), information about transferring/sending/depositing/receiving monetary means, personal number, personal ID (ID card) or passport number and the date of issue and expiration on the aforementioned documents, document issuing body.

8.2. The provider is authorized to process personal information for the purpose of providing payment service, fulfilling rights and obligations imposed by the legislation of Georgia, as well as for the purpose of direct marketing. The user gives consent to have his/her personal information be used by the provider for marketing purpose, during which the user will have the opportunity to refuse consent to have his/her personal information used for direct marketing using the same means through which he/she is notified during direct marketing.

8.3. The user is aware of and consents to having his/her personal information processed by the provider for five years. After the aforementioned time has passed, the provider will depersonalize the information. The provider is authorized to store non-identifying data.

8.4. The user is aware of and consents to having his/her personal information given to the provider to possibly be given out to third parties, including JSC Silknet (I/N 204566978), authorized representative of the provider, founding entity of the provider, in addition, the provider is authorized to give out personal information outside of the borders of Georgia, specifically in Turkey.

Article 9. Validation of Terms and Conditions. Changes

9.1. The present terms and conditions are validated through any means, including through electronic agreement in the electronic commerce module.

9.2. Changes to the present terms and conditions can be made unilaterally by the provider.

9.3. Changes will be accessible on the provider's web-site. Changes can be reflected through stand-alone text, and/or integrated with the main text.

9.4. Changes enter into force one month after the provider has notified the user. This timeframe does not apply to a type of new payment service that does not replace and/or change the payment service (services) provided in these terms and conditions, in this case the validation timeframe of the change is determined by the provider.

Article 10. Authority of the Bank

The parties participating in the payment service agree, that the acquirer bank is authorized to:

10.1. At its discretion, without additional consent from the provider and/or trade/service unit and/or without notifying it, establish and/or make changes at any time to:

10.1.1. Any type of service fee to be paid by the card holder to the bank;

10.1.2. The monetary limit for operations by card, operations by card for a depository operation and/or refund operation during a specific period of time (e.g. day, week, month, etc.), depository operations and/or refund operations. In addition, the bank is authorized to not perform a service for the type of operation by card, depository operation and/or refund operation that exceeds the monetary limit set by the bank;

10.1.3. Suspend an operation prior to investigating the relevant factors if the bank considers an operation by card, depository operation and/or refund operation to be suspicious, against legislation and/or payment system requirements;

10.1.4. Suspend the operation of the agreement when the bank is unable to perform the terms in the present agreement due to technical issue(s) until such issue(s) is/are resolved;

10.1.5. Funds that can be disputed according to payment system rules and/or legislation and/or are already disputed, as well as any costs/expenses connected to disputed funds: (a) not pay them to trade/service units (deduct); (b) deduct from the next payment operation; (c) block on any account of the trade/service unit; and/or (d) write off from any account of the trade/service unit. In the above case, the bank is also authorized to set an unsanctioned limit on any of the trade/service unit's accounts according to the standard terms established in the bank, in the instance that the trade/service unit does not possess the necessary funds on any of its accounts for that moment, the trade/service unit is fully responsible for covering the debt that arises as a result.

10.1.6. Receive a bank commission from the trade/service unit, in accordance with the terms provided by the main agreement and present agreement;

10.1.7. Review claims regarding operation by card, in accordance with the payment system rules and legislation and customer complaint management procedure (which is posted on the bank's website: <https://conditions.bog.ge/ge/claims>);

10.1.8. Suspend provision of the acquiring service defined by the agreement in terms of a specific trade/service unit.

10.1.9. Cease provision of the acquiring service defined by the agreement in terms of a specific trade/service unit.

10.1.10. Completely or partly transfer rights and obligations provided by the acquiring service to a third party (hereinafter – sub-contractor), during which, the bank is authorized to give any

personal information of the trade/service unit to the sub-contractor for the purpose of storing and processing within the framework of the acquiring service.

10.1.11. The parties admit, confirm and agree that: if a trade/service unit is subject to sanctions imposed by the Foreign, Commonwealth & Development Office of the UK (the sanctions adopted by this body are administered by the Financial Sanctions Implementation Unit), Office of Foreign Assets Control of the United States, any sanctions and/or restriction and/or prohibition derived from any sanctions and/or ordered derived from any sanctions imposed by the European Union and/or the United Nations Security Council and/or any of their legal successors (hereinafter – sanctioning body) and/or if the trade/service unit and/or person, which directly or indirectly controls or owns a trade/service unit, and/or a country/territory the resident of which is a trade/service unit or in which a trade/service unit is founded/registered or is located or operates, is included in the specific list of sanctioned countries/territories and/or sanctioned persons (including the periodic changes made to them), which are published/produced by a sanctioning body, the bank is authorized to: (i) act in accordance with the relevant sanction imposed by the sanctioning body and execute any and all measures established by the sanctioning body and/or considered and/or ordered by the relevant sanction, and/or (ii) immediately cease, suspend and/or refuse to provide any and all service to the trade/service unit, which includes to indefinitely close the bank accounts of the trade/service unit and/or suspend/cancel/refuse any to complete any transfer and/or task request. In addition, the bank's actions that are in accordance with a relevant sanction imposed by the sanctioning body and/or established by the sanctioning body and/or actions considered and/or ordered by the relevant sanction and/or the cessation, suspension and/or refusal of service to a trade/service unit will not be considered in any way as the bank failing to fulfill any obligations towards the trade/service unit and the bank will not be held liable for acting in accordance with the relevant sanctions and/or established by the sanctioning body and/or actions considered and/or ordered by the relevant sanction and/or the cessation, suspension and/or refusal of service to a trade/service unit. The trade/service unit is obligated to immediately notify the bank of any factors and/or events arising/existing that may directly or indirectly cause violation and/or evasion/avoidance of any restrictions and/or prohibitions established by any sanction imposed by the sanctioning body and/or considered and/or ordered by any sanctions, violation and/or evasion/avoidance by the trade/service unit and/or a person who directly or indirectly controls or owns a trade/service unit, and/or which can directly or indirectly cause a trade/service unit and/or a person who directly or indirectly controls or owns a trade/service unit, to be added to/included in any sanctioned persons list published/produced by a sanctioning body.

10.1.12. Immediately and unilaterally change the field of activity/activities of the trade/service unit within the framework of the agreement in the case that there is a discrepancy between the field of activity/activities provided in the acquiring service agreement by the trade/service unit and the trade/service unit's factual field of activity/activities, in which case the bank will send the relevant notification to the trade/service center, through the communication channels defined in the acquiring service agreement. In the instance that the trade/service unit does not agree to the

aforementioned change, the trade/service unit is authorized to contact the bank about resolving the issue through a negotiation.

10.1.13. Work within the relevant norms of the legislation while providing the acquiring service on the basis of the present agreement to a trade/service provider in a specific field of activity (including, without limit, the gambling game sphere), which, without limit, includes the authority to unilaterally terminate the present agreement if ordered by the National Bank of Georgia and/or the authority to give out any type of relevant information about the provider and/or trade/service unit to any relevant body/bodies of the state.