

TBC Bank JSC proposes the following amendments/additions to the General Provisions of the POS Terminal Agreement (hereinafter the “General Provisions”) in line with Paragraph 1.3 of the Key Terms and Conditions of the POS Terminal Agreement published on the Bank’s website <https://www.tbcbank.ge/web/en/web/guest/card-payments>

**1. Sub-Paragraph 2.1.1.7 of Article 2 of General Provisions be revised to read as follows:**

“2.1.1.7. Provide the Merchant with necessary consultations on accepting payments under the POS terminal service. Furthermore, based on the Merchant’s written application, provide the Merchant’s personnel (employees) directly in charge of cardholder services with card service training and respective instructions (guidance), or instruct the Processing Center to deliver such training (guidance).”

**2. Sub-Paragraph 2.1.2.20 of Article 2 of General Provisions be revised to read as follows:**

“2.1.2.20. In the cases stipulated in Sub-Paragraphs 2.2.1.30, 2.2.1.31, 2.2.1.32 of the General Provisions, the Bank will notify the Merchant regarding the expenses / cost subject to compensation via the Bank’s Call Centre or internet banking or an SMS text. If the Merchant fails to compensate for the expenses / cost within 10 (ten) business days of receiving the notification, the Bank is entitled to draw the amount from any account of the Merchant by direct debit (without the Merchant’s further consent and/or without further notifying the Merchant) (if there is available balance in the account(s)). If the funds to be debited are in a different currency, the equivalent will be calculated at the Bank’s commercial rate as of the time of debiting.”

**3. Point 1 of Sub-Paragraph 2.2.1.1 of Article 2 of General Provisions be revised to read as follows:**

- Ensure that the transaction amount and currency are clearly displayed for the payer on the screen of the device before the transaction is performed;

**4. Sub-Paragraph 2.2.1.19 of Article 2 of General Provisions be revised to read as follows:**

“2.2.1.19. In case of a chargeback, unless the Merchant transfers the chargeback documents (including receipts, any documents related to the transaction, etc.) to the Bank within the term indicated in Sub-Paragraph 2.2.1.11 of the General Provisions, the Merchant shall pay the full amount of the chargeback.”

**5. Sub-Paragraph 2.2.1.23 of Article 2 of General Provisions be revised to read as follows:**

“2.2.1.23. not add any extra fees to the goods/service price (to the transaction amount) (including any fees payable by the Merchant to the Bank) and/or not charge any extra payment except when the Merchant has clearly displayed for the customer the extra charge (if any) and its purpose in advance, before accepting the payment. Otherwise, the Merchant shall pay the Bank a penalty of 100 (one hundred) GEL for each such violation;”

**6. Sub-Paragraphs 2.1.2.22-2.1.2.25 be added to Paragraph 2.1.2 of Article 2 of General Provisions to read as follows:**

“2.1.2.22 Require the Merchant to ensure that the transaction amount and currency are clearly displayed for the customer as the latter initiates a transaction.

2.1.2.23 Engage in a dispute against the Merchant as prescribed by this Agreement if the Merchant does not compensate the Bank for the liability incurred through a chargeback / refund / penalties from the international payment networks and if the Bank is unable to satisfy its claim by deducting the funds from the insurance reserve / the Merchant’s account(s) by direct debit.

2.1.2.24 Not settle funds to the Merchant’ account and/or suspend/discontinue provision of services under this Agreement if the Bank has a reasonable doubt that the Merchant’s transactions are suspicious/illegal.

2.1.2.25 Require the Merchant to register as a client with the Bank/ open an account(s) (unless the Merchant has already been registered / has account(s) with the Bank.”

**7. Sub-Paragraphs 2.2.1.37-2.2.1.40 be added to Paragraph 2.2.1 of Article 2 of General Provisions to read as follows:**

“2.2.1.37 Ensure unimpeded customer access to all internet and/or information resources that are to be used under this Agreement and are necessary for buying the goods/services / immediately resolve all issues/errors to prevent any loss or failure on the customer’s side.

2.2.1.38 Not accept a card payment (and shall report all such attempts to the Bank) if:

- The card has expired, is blocked or lacks standard payment card details;
- The card has a signature field, but the signature is not provided.
- In case of magnetic stripe payments, the signature on the card does not match the signature on the payment receipt.

2.2.1.39 In case of rejecting a transaction (refusing to accept a payment), provide the Bank with detailed information to account for the refusal.

2.2.1.40 In case of an incorrectly processed transaction (including double or late charging), refund the Bank the loss incurred within 10 (ten) days of identifying the transaction.”

**8. Sub-Paragraph 2.2.2.3 be added to Paragraph 2.2.2 of Article 2 of General Provisions to read as follows:**

“2.2.2.3 Receive from the Bank the unique transaction code / pending payment amount and currency details for each card transaction, for transaction identification purposes, at intervals agreed with the Bank in advance (but at least once a month).”

**9. Sub-Paragraph 2.2.1.4 of Article 2 be removed from the Agreement and the subsequent sub-paragraphs be renumbered accordingly.**

**10. Sub-Paragraph 2.2.1.11 of Article 2 be removed from the Agreement and the subsequent sub-paragraphs be renumbered accordingly.**