

TBC Bank JSC proposes the following amendments/additions to the Standard Terms and Conditions of the E-Commerce Agreement (hereinafter referred to as “Standard Terms”) in line with Paragraph 1.4 of the Key Terms and Conditions of the E-Commerce Agreement published on the Bank’s website <https://tbcbank.ge/en/agreements>

**1. Sub-Paragraph 3.1.17 of Article 3 of Standard Terms be revised to read as follows:**

“3.1.17. Ensure that the transaction amount and currency are clearly displayed for the customer on the payment page before the transaction is performed.”

**2. Sub-Paragraph 3.2.4 of Article 3 of Standard Terms be revised to read as follows:**

“3.2.4 No extra payment is charged on transactions except when the Merchant has clearly displayed an extra charge (if any) and its purpose in advance for the customer, before accepting the payment.”

**3. Sub-Paragraph 3.2.5 of Article 3 of Standard Terms be revised to read as follows:**

“3.2.5 The Merchant does not accept a card payment if the card has expired or lacks standard payment card details and reports the attempt to the Bank.”

**4. Sub-Paragraph 2.1.6 be added to Paragraph 2.1 of Article 2 of Standard Terms to read as follows:**

“2.1.6. Provide the Merchant with necessary consultations on accepting payments via e-commerce.”

**5. Sub-Paragraphs 2.2.14-2.2.18 be added to Paragraph 2.2 of Article 2 of Standard Terms to read as follows:**

“2.2.14. conduct monitoring, i.e. inspect and make sure that the goods/services sold by the Merchant via the e-store system correspond to the Merchant’s field of activity.

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

2.2.16. 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/or 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.

2.2.17. Not settle funds to the Merchant’s 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.

2.2.18. If/after the Merchant generates liability/ies towards the Bank, carry out conversion (as necessary) at the Bank’s commercial exchange rate when deducting the amount (including a fee, a penalty, a mistaken transfer) from the Company’s/Merchant’s account(s) by direct debit.”

**6. Sub-Paragraphs 3.1.20-3.1.23 be added to Paragraph 3.1 of Article 3 of Standard Terms to read as follows:**

“3.1.20. 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.

3.1.21. Prevent offline customer transactions aimed at goods/service purchase.

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

3.1.23. 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.”

**7. Sub-Paragraph 3.3.4 be added to Paragraph 3.3 of Article 3 of Standard Terms to read as follows**

“3.3.4. 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).”