



## Consent on Sharing Personal Information

I declare that I acknowledge that TBC Bank JSC (I/N: 204854595) (hereinafter referred to as the "Bank") is authorized under the procedures and terms of the legislation of Georgia and, where applicable, on the basis of legal obligation, performance of contract and/or this consent, to transfer to a third-party service providers engaged by the Bank the information about me requested by such third party providers and maintained at the Bank (including my personal data – identification and contact information, information pertaining to employment, income and financial situation and other information, also, any information related to account(s) in the Bank registered in my name), **for the purposes of activating my access (including the performance of preventive measures (identification/verification), opening and maintaining my Account and/or performance of crypto asset purchase/sale operations) within the Crypto Module, as well as for compliance with the Bank's, or third party's AML/CFT and sanctions policies, applicable regulatory requirements and any other cases provided for by the legislation of Georgia, in the necessary volume and amount.** I do also confirm that any information I have provided or shared with the Bank is valid and authentic.

I acknowledge that in the manner and within the limits established by the applicable legislation, unless otherwise provided by the legislation as well, I have the right to request access to, block, change, correct, update, complete, add, transfer, stop data processing, or delete in case if my data was collected in contradiction with legislation.

I further acknowledge that certain personal data may not be deleted, restricted or otherwise affected upon my request where processing is required by law, including for the purposes of AML/CFT, sanctions compliance, prevention of financial crime, or mandatory record-retention obligations imposed on the Bank.

To address any concerns regarding the handling of your personal information, please reach out to us at the following email address: [privacycommittee@tcbank.com.ge](mailto:privacycommittee@tcbank.com.ge)

This consent is valid for the term of the contractual relationship with the Bank within the Crypto Module and thereafter for the periods required by applicable legislation, including statutory retention obligations.



## CRYPTO MODULE TERMS AND CONDITIONS

### JSC TBC BANK

These Terms and Conditions (the “Terms” or this “Agreement”) govern your access to and use of the crypto-related services made available through the mobile banking application of JSC TBC Bank (Identification Number: 204854595) via the integrated crypto module (the “Crypto Module”).

These Terms constitute a legally binding agreement between you, as an individual user (“you”, “your” or “Client”), and the Bank, governing your use of the crypto-related services enabled through the Crypto Module.

By accessing or using the Crypto Module within the Mobile Bank, creating or using a crypto account, or providing your consent through the applicable in-app confirmation, pop-up or checkbox, you acknowledge that you have read, understood and agreed to be bound by: these Terms and any other policies or disclosures referenced herein as each may be amended from time to time. **If you do not agree to these Terms, you must NOT access or use the Crypto Module or any crypto-related services.**

Certain services, features or functionalities may be subject to additional terms, conditions or disclosures. Where applicable, such additional terms shall form an integral part of this Agreement and shall apply to your use of the relevant services.

### DISCLAIMER:

**No information or materials made available through the Mobile Bank or Crypto Module shall be construed as a recommendation, endorsement, offer, invitation or solicitation to enter into any transaction, acquire any product, or otherwise deal in Digital Assets or other products. You acknowledge that neither the Bank nor any information provider, provides personalized advice regarding the nature, value, suitability or potential performance of any Digital Assets, portfolio, transaction, investment strategy or other matter. All trading and transaction decisions are made solely by you, and you remain fully responsible for assessing the suitability of any Digital Assets or transaction in light of your personal financial circumstances, investment objectives and risk tolerance.**

**Any information provided is of a general nature only and is not tailored to your individual investment objectives, financial circumstances or needs. Investments in Digital Assets involve significant risks, and any discussions or materials relating to specific Digital Assets may not describe all applicable risk factors. Market conditions and information may change rapidly, and content made available through the Crypto Module, the Mobile Bank or from third-party sources may be incomplete, outdated or superseded at any time; information, data, prices and content made available through the Crypto Module, the Mobile Bank or obtained from third-party sources are accurate, complete and up to date at the time they are made available, the Bank does not warrant or guarantee that such information will remain current, complete or free from errors at all**



times. Content may become incomplete, outdated or superseded without notice. You acknowledge and agree that any reliance on such information is at your own risk.

## ACKNOWLEDGEMENT OF RISK:

### General Risk Acknowledgment

- By enabling and/or using the Crypto Module, you represent and warrant that you fully understand and accept all risks associated with Digital Assets and transactions carried out through the Crypto Module.
- You understand that the Crypto Module is intended solely as a transaction channel for purchasing and selling supported Digital Assets through Mobile Bank and that you use the Crypto Module entirely at your own discretion and risk.
- **This Risk Disclosure Statement is not exhaustive and does not describe all risks that may arise now or in the future.** You must carefully assess whether using the Crypto Module is suitable in light of your financial resources, objectives, risk tolerance, and experience.
- We do not provide investment advice, portfolio management, recommendations, or any opinion regarding the merits, suitability, appropriateness, or expected performance of any Digital Asset, transaction, or strategy. Any decision to buy or sell Digital Assets is solely your responsibility.

### Risk of Loss, Volatility and Market Fluctuations

- Digital Assets are highly volatile. Their price may change significantly within short periods of time (including within minutes or seconds) and may increase or decrease rapidly and unpredictably.
- The value of Digital Assets may fall to zero or become materially impaired, including due to market events, lack of demand, changes in technology, fraud, insolvency of service providers, or regulatory restrictions.
- Digital Asset markets may be illiquid. Under certain market conditions, it may be difficult or impossible to sell Digital Assets, or to sell them at a desired price, within a desired timeframe.
- Past performance or historical price trends are not indicative of future performance.

### Transaction Model, Quotes and Pricing Risk

- The Crypto Module displays indicative buy and sell prices (“Quotes”) for supported Digital Assets. A Quote reflects the price available through the Crypto Module for the specified period and may differ from prices available on exchanges, other trading platforms, or through other service providers.
- Quotes shown in the Crypto Module do not imply that the Bank is offering the best available price in the market. The Quote is a fixed price available through the Crypto Module for the relevant time period, which you may either accept or decline.
- The buy price and sell price for the same Digital Asset may differ at any time (including due to spread, fees, or market conditions).



- The Bank does not guarantee that any Quote will remain available until execution and you acknowledge that execution may be refused, delayed, partially completed, or not completed at all in accordance with the Terms.
- You understand that displayed prices may be delayed or affected by technical limitations, outages, or third-party service disruptions, and therefore may not reflect real-time market value.
- Records maintained by the Bank and, where applicable, relevant blockchain or settlement records shall prevail over any on-screen display, notification or extract generated through the Crypto Module. Display inaccuracies shall not affect the legal validity or finality of any executed transaction.

#### **Irreversibility of Digital Asset Transactions**

- Transactions involving Digital Assets may be irreversible. Once a buy or sell transaction is executed, it may not be cancellable or reversible, except where required by applicable law or in limited cases specified in the Terms (including manifest system error or invalid trade scenarios).
- You acknowledge that mistaken, unauthorized, or fraudulent transactions may result in losses that may be difficult or impossible to recover.

#### **No Deposit Protection**

- Digital Assets are not legal tender and are not backed by any government or bank, including National Bank of Georgia.
- Digital Assets held through the Crypto Module are not deposits, do not qualify as bank deposits for the purposes of deposit insurance or deposit guarantee schemes, and may not be protected under any investor compensation scheme.

#### **Custody, Nominee Holding and Third-Party Storage Risks**

- Digital Assets acquired by you constitute your property. However, custody and storage of such Digital Assets is performed by the Bank, including through its own infrastructure and/or third-party custodians, wallets, or virtual asset service providers engaged by the Bank.
- You acknowledge that using third-party custodians or infrastructure may create additional risks, including operational disruption, cybersecurity incidents, insolvency of service providers, or delays in access to Digital Assets.
- You acknowledge that Digital Assets may be reflected under the Bank's nominee holding arrangements for operational purposes, while remaining Your property in accordance with the Terms.

#### **Blockchain Events, Forks and Protocol Changes**

- Digital Assets operate on distributed ledger technologies that may be subject to changes, events or disruptions beyond the Bank's control, including hard forks, soft forks, protocol upgrades, network splits, redenomination's, airdrops or similar events ("Blockchain Events").



- The Bank has no obligation to support, facilitate, credit, list or otherwise recognize any Digital Asset, forked asset, derivative asset or entitlement arising as a result of a Blockchain Event. The treatment of any Blockchain Event, including whether and how it is supported within the Crypto Module, shall be determined by the Bank at its sole discretion, taking into account operational, legal, regulatory, risk management and third-party constraints.
- You acknowledge that Blockchain Events may result in loss of value, reduced liquidity, delays, suspension of transactions or permanent unavailability of affected Digital Assets, and that the Bank shall not be liable for any losses arising in connection with such events.

#### **Operational and Technology Risks**

- The Crypto Module relies on complex systems, software, hardware, communication networks, and third-party infrastructure. Technical failures may occur, including outages, latency, system errors, maintenance downtime, and interruptions.
- You may be unable to access the Crypto Module or execute transactions due to failure of your device, operating system, Mobile Bank application, internet connectivity, mobile network, or third-party services.
- System issues may result in delayed execution, incorrect display of balances, inability to place orders, failed processing, or other disruptions.
- The Bank does not guarantee uninterrupted, timely, secure, or error-free operation of the Crypto Module and disclaims liability to the maximum extent permitted by applicable law.

#### **Cybersecurity, Fraud and Unauthorized Access Risks**

- Digital Assets are exposed to increased cybersecurity risks, including hacking, malware, phishing, identity theft, SIM swap, social engineering, unauthorized access, and other fraud attempts.
- You are responsible for safeguarding your Mobile Bank access credentials, device security, confidentiality of passwords, and any authentication means.
- The Bank uses industry-standard authentication and security measures, including biometric authentication and one-time passwords (OTP), to protect access to the Mobile Bank and the Crypto Module, while acknowledging that residual security risks may exist in exceptional circumstances.
- Unauthorized access may result in loss of Digital Assets and/or funds, and recovery may be difficult or impossible.

#### **Restrictions on Functionality and No Transfers**

- You acknowledge that the Crypto Module supports only buy and sell transactions. Transfers of Digital Assets to external wallets or third parties (including withdrawal or outbound transfer) are not available.

#### **Supported Assets, Delisting and Forced Sale Risk**

- Buying or selling Digital Assets is available only for supported Digital Assets displayed in Mobile Bank. The Bank may add, remove, restrict, or discontinue support for any Digital Asset



at any time, including without prior notice, unless otherwise required by applicable law. The rules of amending such list are set forth by the Terms.

#### **Regulatory, Legal, Sanctions and Compliance Risks**

- Digital Assets and related services may be subject to regulatory uncertainty and changing legal requirements. Changes in law, regulation, sanctions, AML/CFT rules, tax practice, or regulatory expectations may restrict, suspend, or prohibit trading in certain Digital Assets or limit access to the Crypto Module.

#### **Taxation Risk and Your Responsibility**

- The tax treatment of Digital Assets and transactions involving Digital Assets may vary depending on your personal circumstances and may change over time. The Bank does not provide tax advice and does not assess or determine the tax consequences of any transaction executed through the Crypto Module.
- You are solely responsible for determining, reporting and paying any applicable taxes, duties or charges arising from the acquisition, holding, transfer or disposal of Digital Assets, in accordance with applicable law.

#### **No Endorsement:**

- We do not endorse, recommend or guarantee the performance of any particular virtual asset, transaction, protocol or strategy. Any educational or informational content provided is for general information purposes only and does not constitute advice.

#### **No asset-specific assessment:**

- This Risk Disclosure is general and does not contain an assessment of, or risk disclosure in relation to, each specific Digital Asset available through the Crypto Module. The Bank does not provide Digital Asset-specific advice, recommendations, analysis or suitability determinations.

#### **No Monitoring or Intervention Obligation:**

- The Bank has no obligation to monitor market developments, price movements or the suitability of any Digital Asset for you, nor to warn, advise or intervene in relation to any transaction or position held through the Crypto Module. Any decision to enter into, maintain or exit a transaction is made solely by you.



## 1. DEFINITIONS

- 1.1. Unless otherwise defined or the context otherwise requires, all capitalized terms shall have the meaning given to them in these Terms:
- 1.1.1. **“Account”** or **“Crypto Account”** shall mean technical and record-keeping account maintained with the Bank in Your name through which You will submit Order via the Crypto Module, which does not constitute a bank account, deposit account or payment account, and is used solely for recording Your Digital Asset holdings and related transactions in accordance with these Terms;
- 1.1.2. **“AML/CTF and Sanctions”** means the Bank’s applicable anti-money laundering, countering the financing of terrorism and sanctions-related laws, regulations, internal policies, procedures and requirements, as may be applied, amended or supplemented from time to time, including any mandatory client-facing terms incorporated into these Terms by reference;
- 1.1.3. **“Authorized Individual”** means any natural person that, in accordance with applicable law and the Bank’s procedures, is authorized to access and use the Mobile Bank on behalf of You, whose actions shall be deemed to be actions of You for the purposes of these Terms;
- 1.1.4. **“Bank”** means JSC TBC Bank (Identification No. 204854595); (banking license number: N85; the supervisory authority of the Bank is the National Bank of Georgia (address: 2 Sanapiro Street, 0114, Tbilisi, Georgia), detailed information about which is available on its website: [www.nbg.gov.ge](http://www.nbg.gov.ge); please review useful information for consumers on the National Bank of Georgia’s website at [www.nbg.gov.ge/cp](http://www.nbg.gov.ge/cp) and via the hotline: +995 32 2 406 406), a joint stock company incorporated under the laws of Georgia, with its registered address at #7 K. Marjanishvili Street, Tbilisi, Georgia, which, for the purposes of the Crypto Module, acts as the counterparty (principal) to Your Digital Asset buy and sell transactions. Bank contact telephone number: +995 32 2 27 27 27.
- 1.1.5. **“Bank Account”** means any active current account opened and maintained by You with the Bank, which is governed by a separate agreement(s) executed between the Bank and You. Where You have more than one active current account with the Bank, the Bank shall be entitled, to use any such account for the purposes of these Terms, including for settlement, debiting and crediting amounts related to any operations performed through the Crypto Module.
- 1.1.6. **“Business Day”** means any day which is a working day under the legislation of Georgia, excluding Saturdays, Sundays and any official public holidays (non-working days) in Georgia.
- 1.1.7. **“Buy Order”** means an instruction submitted by You through the Crypto Module in the Mobile Bank to purchase a specified amount of a supported Digital Asset from the Bank,



at the applicable quoted purchase price displayed in the Crypto Module at the time You confirm the transaction. The Terms shall apply to the rule of execution of Buy Order.

- 1.1.8. **“Client”** means any natural person that has registered with the Bank to use the Mobile Bank and access the Crypto Module and any Authorized Individual acting on their behalf.
- 1.1.9. **“Crypto Module”** means the functionality integrated into the Mobile Bank application that enables You to initiate and place Buy Orders and Sell Orders in respect of supported Digital Assets, and to view information relating to Your Digital Asset holdings and transaction history, in each case subject to these Terms, applicable limits, and technical availability.
- 1.1.10. **“Digital Assets” / “Virtual Assets”** means a digital representation of value that is interchangeable and not unique, is capable of being transferred or traded in digital form, and is used or intended to be used for investment and/or payment purposes. For the avoidance of doubt, a Virtual Asset does not include the digital representation of funds, securities, or other financial instruments.
- 1.1.11. **“Fiat Money”** means government-issued currency that is backed by the government and is designated as a legal tender on the legislative level in the country of issuance.
- 1.1.12. **“General Agreement on Banking Services for Individuals”** means the General Agreement on the Provision of Banking Services to an Individual, concluded between the Client and the Bank, the current version of which is accessible at [www.tbcbank.ge](http://www.tbcbank.ge), as amended, supplemented or replaced from time to time in accordance with its terms.
- 1.1.13. **“Governmental Authority”** means any nation or government or any province or state or any other political subdivision thereof, or any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including the National Bank of Georgia or any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.
- 1.1.14. **“Material”** means any offering material, term sheet, market data, research report, product or service documentation or any other information provided through the Crypto Module or Mobile Bank, which is provided for informational purposes only and does not constitute advice, a recommendation or a representation.
- 1.1.15. **“Mobile Bank”** shall mean the mobile bank application provided by JSC TBC Bank;
- 1.1.16. **“Order”** shall mean any Buy Order and/or the Sell Order as defined in the present Terms;
- 1.1.17. **“Personal Information”** refers to information supplied by You from which the identity of You may be directly or indirectly ascertained.
- 1.1.18. **“Sell Order”** means an instruction submitted by You through the Crypto Module in the Mobile Bank to sell a specified amount of a supported Digital Asset to the Bank, at the applicable quoted sale price displayed in the Crypto Module at the time You confirm



the transaction (including any applicable fees, commissions and/or spread), subject to the Bank's acceptance and execution in accordance with these Terms.

- 1.1.19. **"Services"** means the services made available by the Bank to You under these Terms in connection with the Crypto Module, including enabling You to place Buy Orders and Sell Orders and to complete Transactions through the Mobile Bank.
  - 1.1.20. **"Service Notifications"** are one-way notifications from the Bank (which may include security-related notifications) via text message or emails and, where applicable, push notifications through the Mobile Bank. These notifications are sent to You in respect of certain information or events relating to an account to which a client has access through the Mobile Bank.
  - 1.1.21. **"Terms"** "means these Terms and Conditions governing the use of the Crypto Module, together with the General Agreement on Banking Operations for Individuals concluded between the Bank and You, the Bank's Privacy Policy, the terms and conditions governing the use of the Mobile Bank, and any annexes, schedules, appendices, attachments and/or other documents incorporated herein by reference or made available through the Mobile Bank, in each case as amended, supplemented or replaced from time to time in accordance with their respective terms.
  - 1.1.22. **"Third-Party Services Provider"** means any third party engaged by the Bank, directly or indirectly, to provide services in connection with the Crypto Module, including, without limitation, Virtual Asset exchange, brokerage, liquidity provision, pricing, execution, settlement, clearing, custody, wallet (hot or cold storage), key management, transaction processing, blockchain interaction, compliance screening, monitoring, analytics, reporting, technology, infrastructure, security, or other operational or support services, whether such services are provided on a standalone basis or as part of an integrated service arrangement, provided that such Third-Party Services Provider acts solely on behalf of the Bank and not You.
  - 1.1.23. **"Transaction"** means any Buy Order or Sell Order placed, executed or otherwise processed through the Crypto Module under these Terms.
  - 1.1.24. **"Wallet"** means a virtual (crypto) asset wallet maintained by the Bank and/or a Third-Party Services Provider engaged by the Bank for the custody and storage of Virtual Assets within the Crypto Module, which is not designed to support or enable external transfers or withdrawals of Virtual Assets by You, except as expressly provided in these Terms.
- 1.2. Unless the context otherwise requires, the following rules of interpretation apply to these Terms:
    - 1.2.1. If there is any inconsistency between these Terms and the relevant Market Rules, the Market Rules shall prevail solely in respect of the execution, settlement or operational mechanics of Transactions, to the extent of such inconsistency.



- 1.2.2. Clause headings and any notes are included for convenience only and shall not affect the construction or interpretation of these Terms.
- 1.2.3. These Terms include their schedules, annexes, appendices, attachments and exhibits, each of which forms an integral part of these Terms.
- 1.2.4. A reference to any agreement or document (including these Terms) includes any amendment, supplement, novation or replacement thereof.
- 1.2.5. A reference to any law, statute, regulation or other enactment includes any modification, amendment, consolidation, re-enactment or replacement thereof, and any subordinate legislation made under it.

## **2. ELIGIBILITY**

- 2.1. You must be at least 18 years of age and have full legal capacity to enter into these Terms and to comply with all rights, obligations, representations and warranties set out herein. Access to and use of the Crypto Module is available only to users who have active Bank Account and are active users of the Mobile Bank, in accordance with the applicable terms and conditions of the Bank.
- 2.2. You may use the Crypto Module only if such use is permitted under the laws and regulations of your country of permanent residence and/or nationality.
- 2.3. You represent and warrant that you are not a Restricted Person. For the purposes of these Terms, “Restricted Persons” means any natural person that is: domiciled in, incorporated in, or a national of North Korea or Iran; Russia; Belarus or a U.S. Person, as defined under Regulation S of the United States Securities Act of 1933, as amended from time to time. Restricted Persons are not eligible to access or use the Crypto Module or any crypto-related services.
- 2.4. Access to the Crypto Module is subject to registration, verification and ongoing eligibility checks. You agree to provide complete, accurate and up-to-date information and to promptly notify the Bank of any change to such information. The Bank reserves the right, acting reasonably and in accordance with applicable law and/or internal policies, to approve, refuse, suspend or terminate access to the Crypto Module, including where required for compliance, risk management or regulatory reasons.
- 2.5. The eligibility criteria for access to and use of the Crypto Module may be amended from time to time by the Bank in accordance with these Terms. Any such change may take effect immediately where it is required by applicable law and/or regulatory requirements and/or the requirements of the Third-Party Services Provider.

## **3. NETWORK ACCESS AND CONNECTIVITY**

- 3.1. Your use of the Mobile Bank and the Crypto Module is subject to the terms of your mobile or internet service provider. You are responsible for any data or connectivity charges that may



apply. You must ensure that you access the Mobile Bank and the Crypto Module using a secure, reliable and properly configured internet connection suitable for the use of digital financial services. If you are not the bill payer for the device used, you confirm that you have permission to use it and that your access complies with your service provider's terms.

- 3.2. You acknowledge that the use of internet-based and mobile systems involves inherent risks, including failures or disruptions of hardware, software, devices or internet connections, as well as delays, interruptions, errors, cyber incidents or unauthorized access. Such risks may result in the temporary unavailability, malfunction or delay in the use of the Mobile Bank or the Crypto Module. You accept these risks and acknowledge that they are beyond the Bank's reasonable control.

#### 4. INTELLECTUAL PROPERTY

- 4.1. All intellectual property rights, including but not limited to copyrights, trademarks, service marks, trade names, domain names, software code, databases, user interfaces, designs, layouts, logos, graphics, trade secrets and know-how (collectively, "IP"), relating to the Crypto Module, the underlying crypto-related services, and any related technology or materials, are owned by the Bank, its affiliates or its licensors. Nothing in these Terms grants you any right, title or interest in or to any IP, except for the limited right to use the Crypto Module strictly in accordance with these Terms.
- 4.2. Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Crypto Module solely for your personal and lawful use through the Mobile Bank. All rights not expressly granted to you are reserved by the Bank and its licensors.
- 4.3. You agree that you shall not, directly or indirectly:
  - 4.3.1. copy, modify, adapt, reproduce, translate or create derivative works of any part of the Crypto Module or related services;
  - 4.3.2. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying structure of the Crypto Module;
  - 4.3.3. remove, obscure or alter any copyright, trademark or proprietary notices;
  - 4.3.4. use any IP for commercial purposes or in a manner suggesting endorsement, affiliation or sponsorship by the Bank;
  - 4.3.5. scrape, extract or reuse data, content or materials made available through the Crypto Module without prior written consent.

#### 5. ACCOUNT AND ACCOUNT SECURITY

- 5.1. To access and use the Crypto Module and related services, you must:
  - 5.1.1. have an active Bank Account with the Bank;
  - 5.1.2. have valid access to the Mobile Bank application; **and**



5.1.3. complete the registration process for the Crypto Module to the Bank's satisfaction.

Access to and use of Mobile Bank is governed exclusively by the applicable agreements between you and JSC TBC Bank. If you lose access to Mobile Bank for any reason whatsoever (including suspension, restriction, technical unavailability or termination), access to the Crypto Module shall be automatically suspended until such access is/if restored.

- 5.2. The Account is used solely to record Digital Assets held for You and to execute transactions through the Crypto Module. The Account is not a bank account. Digital Assets held in the Account do not constitute deposits, savings, or other regulated financial products, and are not insured or guaranteed by any governmental authority. No interest or yield shall accrue on any Digital Assets held in the Account. For the avoidance of doubt, the Account may hold Digital Assets only. Fiat currency is not permitted to be deposited or held in the Account. The Account does not create any debtor-creditor relationship between the Bank and You in respect of Digital Assets as well.
- 5.3. You are responsible for safeguarding access credentials, passwords and any other authentication mean relating to Mobile Bank and the Crypto Module, and for monitoring the Account for any unauthorized activity. Any access to or use of the Account by a third party using Your credentials shall be deemed valid, authorized and binding on You and shall be at your sole risk, irrespective of whether such access resulted from fraud, error, negligence, or a security breach not attributable to the Bank. If Your login information is lost, stolen or compromised, You must immediately notify the Bank without undue delay, using the contact channels specified in these Terms. Where the Bank reasonably believes that the Account has been compromised due to a cybersecurity or security incident, or that continued access may pose a security, operational, compliance or regulatory risk, its reserves the right (but not the obligation) to take immediate protective measures, including restricting access to the Account, without prior notice.
- 5.4. Bank may, at any time, at its discretion and without prior notice, restrict, suspend or terminate Your access to the Mobile Bank and/or the Crypto Module, with or without prior notice, where such action is required or deemed necessary by the Bank for compliance with applicable law, regulatory requirements, sanctions, AML/CFT obligations, internal risk or security policies, operational reasons, or to prevent actual or potential harm to the Bank, You or third parties.
- 5.5. You acknowledge that:
  - 5.5.1. Prices, data and execution confirmations may be provided by third-party service providers and may be subject to delays or discrepancies;
  - 5.5.2. The Bank relies on third-party service providers for certain data, pricing, execution, settlement and technical services and does not control the timeliness, completeness or accuracy of such inputs.



5.5.3. The Bank shall not be responsible for losses resulting from technical, system-related or third-party issues to the extent such issues are outside the Bank's reasonable control, including the use of outdated or unsupported versions of the Mobile Bank.

5.5.4. A transaction shall be deemed executed, final and binding only upon the issuance of a trade confirmation made available through the Crypto Module.

5.5.5. system failures, connectivity issues, transmission delays or technical errors may occur. The Bank shall not be responsible for losses resulting from technical or system-related issues to the extent such issues are outside the Bank's reasonable control, including the use of outdated or unsupported versions of the Mobile Bank. A transaction shall be deemed executed only upon the issuance of a trade confirmation made available through the Crypto Module.

5.6. You may access information regarding executed transactions and Account balances through the Crypto Module. Such records shall constitute the official record of Your transactions and shall be binding for all purposes, unless proven otherwise by clear and convincing evidence. Upon Your request, the Bank shall provide a standard transaction statement or account extract within no later than five (5) Business Days from receipt of such request. Any non-standard, customized or additional information requests may be subject to additional fees, as may be agreed or disclosed to You from time to time.

5.6.1. Transaction history, statements and communications do not constitute a valuation. You acknowledge that display or informational errors may occasionally occur and that such errors shall not give rise to any right of cancellation, compensation or adjustment, and do not affect the legal validity or finality of properly executed transactions.

5.6.2. Any transaction shown in statements or communications shall be deemed accurate, authorized and confirmed unless the Bank receives a written and duly substantiated objection from You within three (3) calendar days from the date such information is made available.

5.7. You shall be responsible for all transactions executed through the Account using Your credentials, including transactions executed by unauthorized persons, except to the extent such transactions result directly from the Bank's gross negligence or willful misconduct.

## **6. TRADING, PRICING AND ORDER EXECUTION**

6.1. The Crypto Module is a functionality integrated into the Mobile Bank that enables You, subject to the Bank's discretion, applicable law and these Terms, to submit instructions to buy and sell supported Digital Assets for Your own account through the Crypto Module. Unless otherwise provided by applicable legislation, the provision of services under these Terms constitutes a right, and not an obligation, of the Bank, and the Bank may decide whether, when and under what conditions to make the Crypto Module or any part thereof available.



- 6.2. Transactions executed through the Crypto Module are carried out on a fixed-price execution basis. The Crypto Module displays a price at which a Digital Asset may be purchased or sold (a “Quote”). Each Quote represents a fixed price made available to you for execution through the Crypto Module for a limited period of time.
  - 6.2.1. You may either accept the Quote or refrain from executing the transaction. For the avoidance of doubt, the Quote displayed at the time of selecting a Digital Asset is indicative only. Due to potential delays between order placement and execution, including but not limited to system processing time and market movements, the Quote displayed at the final stage of order submission (as shown on the confirmation page prior to execution) shall constitute the applicable and binding execution price.
  - 6.2.2. The Bank determines the Quotes made available through the Crypto Module at its sole discretion or provides the Quotes available through the Third-Party Provider. **Accordingly, such Quotes may differ from prices available on other platforms, exchanges, brokers, or from prevailing market prices and consequently these Quotes does not represent and are not intended to represent the best available market prices. The Bank is under no obligation to align its Quotes with prices offered by third parties or with any external market benchmark.**
  - 6.2.3. The Crypto Module does not operate as an order-book or marketplace, and transactions are not executed through the matching of orders between users. You do not place negotiable or open orders.
- 6.3. By confirming a transaction, You instruct the Bank to execute the purchase or sale of the relevant Digital Asset at the displayed price on the last page of the Order, subject to these Terms and successful execution through the relevant execution and settlement infrastructure. Except as expressly provided otherwise in this Agreement, the Bank does not act as a principal, counterparty, broker, agent or fiduciary to the Client in connection with Digital Asset transactions and shall not be responsible for any disputes arising between clients or third parties in relation to such transactions.
- 6.4. A transaction shall be deemed to have been submitted by You once it is acknowledged through the Crypto Module or by such other means as the Bank may determine, whether or not You actually receive or become aware of such acknowledgement. The Crypto Module provides information regarding the status of submitted transactions, including execution, rejection or failure. You are responsible for monitoring the status of submitted transactions through the Crypto Module until final confirmation is displayed. The Bank shall not be responsible or liable for any loss arising from Your failure to monitor transaction status or to promptly notify the Bank of any apparent error, delay or inconsistency in the transaction acknowledgement or execution status, except otherwise required by applicable law.
- 6.5. If the Bank identifies a technical, processing or acknowledgment error affecting a transaction, the Bank shall, acting reasonably and in accordance with applicable law and its



internal procedures, take appropriate corrective measures to address such error. Such measures may include correcting, cancelling, reversing or re-executing the transaction, as appropriate. Where required, the Bank may request additional confirmation from You before processing or correcting a transaction.

- 6.6. **If, due to a technical error, system malfunction, pricing error, data feed issue, operational failure or any other mistake, Digital Assets are credited to Your Account in excess of the amount to which You are lawfully entitled, such excess amount shall not be considered Your property.** The Bank reserves the right, acting reasonably and in good faith, to correct such error, including by reversing or adjusting the relevant transaction(s), debiting the excess Digital Assets or fiat value from Your Account or Bank Account, or requiring You to return any improperly credited amounts, regardless of whether You have already disposed of, sold or otherwise used such Digital Assets or value. You shall not acquire any rights in respect of erroneously credited Digital Assets or proceeds derived therefrom and undertake to cooperate with the Bank without undue delay to promptly rectify the error. In such a case you will be responsible for reimbursing the Bank any damages incurred as a result of such act.
- 6.7. The right of withdrawal from the agreement shall not apply to these Terms. You acknowledge that it may not be possible to cancel or modify a transaction once it has been submitted for execution through the Crypto Module. The Bank does not guarantee that any option to request to cancel or modify a transaction will be provided, and if the option is provided the Bank does not guarantee that such request shall be successful. If a transaction cannot be cancelled or modified, you agree to be bound by the execution of the original transaction. You further acknowledge that attempting to cancel, modify or resubmit a transaction may result in duplicate or unintended executions, including as a result of system latency or network delays, for which you shall be solely responsible, except to the extent otherwise required by applicable law.
- 6.8. The Bank may, in accordance with its security, risk management and regulatory requirements, at its discretion, implement one or more authentication measures in connection with the submission or execution of transactions through the Crypto Module, including but not limited to biometric authentication, one-time passwords (OTP), multi-factor authentication or other security mechanisms, as supported by the Mobile Bank application or the Crypto Module from time to time. The specific authentication measures applied may vary depending on the transaction type, risk assessment, regulatory requirements and technical feasibility at the relevant time.
  - 6.8.1. The non-application of a specific authentication method in a particular instance, including OTP or biometric verification, where the authentication applied complies with applicable law and the Bank's internal security procedures, shall not in itself constitute a breach of these Terms or be deemed a failure to implement required security measures.



- 6.8.2. You acknowledge and agree that the Bank shall not be liable for any losses arising from the execution of transactions where authentication was carried out in compliance with applicable regulatory requirements and the Bank's internal security procedures in force at the relevant time, even if additional or alternative authentication measures were available but not applied.
- 6.9. Once a transaction has been executed, it shall be final and may not be cancelled or reversed, except where such cancellation or reversal is required by applicable law, in the event of a manifest system or technical error, or in the specific circumstances expressly set out in this Agreement, including in Clause 6.4.
- 6.10. The Bank does not guarantee that:
- 6.10.1. any order will be executed;
  - 6.10.2. an order will be executed immediately;
  - 6.10.3. an order will be executed at the quoted price; or
  - 6.10.4. an order will be executed at the best available market price.
- Order execution may be affected by market volatility, liquidity constraints, technical limitations, third-party systems, or regulatory requirements.
- 6.11. Orders submitted by You are subject to acceptance by the Bank and/or relevant Third-Party Service Providers. The Bank has the right to reject the execution of such orders in compliance with these Terms.
- 6.12. **The purchase and sale of Digital Assets may be carried out only by persons who hold an active Bank Account with JSC TBC Bank and solely and exclusively through the Mobile Bank, and no other channel shall be permitted for such transactions.**
- 6.13. Bank shall not be liable for any losses, damages or costs incurred by You as a result of any action or omission taken by us in accordance with this Clause 6, including any decision to accept, reject, cancel, modify or not execute an order, except to the extent such losses result from the Bank's gross negligence or willful misconduct, or as determined by a final court decision.
- 6.14. Given that Fiat funds cannot be credited to the Account, settlement of transactions shall be effected from any active Bank Account held by You at JSC TBC Bank. All transactions shall be conducted in United States Dollars (USD) or Georgian Lari (GEL) (as available in the Crypto Module), and all Digital Asset prices displayed in the Crypto Module are quoted in USD or GEL respectively. However, the Crypto Module may, from time to time, enable You to initiate settlement from a Bank Account holding available funds in another currency. In such case, the equivalent amount payable in USD shall be calculated and automatically converted by the Bank by applying the Bank's commercial exchange rate applicable on the date of conversion, and You shall be deemed to have authorized such conversion for the purposes of completing the relevant Transaction.



- 6.15. **Only Buy and Sell orders may be placed through the Crypto Module. Transfer orders, including withdrawals or transfers of Digital Assets to external wallets or third parties or any other Crypto Module user, are not supported and cannot be executed. Thus, You expressly acknowledge and agree that Digital Assets held through the Crypto Module cannot be transferred out of the Crypto Module. Accordingly, if You wish to exit your position or dispose of your Digital Assets, this may be done solely by selling such Digital Assets through the Crypto Module.**
- 6.16. The purchase and sale price of Digital Assets is dynamic, meaning that prices fluctuate continuously and are influenced by various factors, including market conditions and liquidity. The Quotes of Digital Assets may be applicable only for a specific volume, and the purchase price of a Digital Asset may differ from its sale price.
- 6.17. Digital Assets acquired by You constitute Your property; however, such Digital Assets are held by the Bank in nominal ownership on behalf of You. The Bank is entitled to store Digital Assets owned by You, acquired through the Bank, either within its own infrastructure or through third-party custodians, including wallets of virtual (crypto) asset service providers engaged by the Bank.
- 6.18. Each Buy Order or Sell Order may relate only to one (1) specific Digital Asset. You may not place a single Order that combines or relates to multiple different Digital Assets. Separate Orders must be submitted for each Digital Asset.
- 6.19. Buy Transactions**
- 6.19.1. To purchase a Digital Asset, You should initiate a buy order for a Digital Asset offered by the Bank through the Crypto Module.
- 6.19.2. Execution of a Buy Order is subject to the Bank's acceptance and discretionary execution and may be refused, delayed, partially executed or not executed at all, including but not limited to where:
- 6.19.2.1. You do not have sufficient available balance;
  - 6.19.2.2. applicable trading (minimum or maximum) or risk limits are exceeded;
  - 6.19.2.3. prevailing market conditions do not permit execution;
  - 6.19.2.4. execution cannot be completed through the relevant execution or settlement infrastructure; or
  - 6.19.2.5. it is not in compliance with these Terms and Conditions.
- 6.19.3. Upon initiating a Digital Asset purchase, the Bank shall provide You quote of the Digital assets, which may differ from the final Quote displayed at the final stage of order submission (as shown on the confirmation page prior to execution).
- 6.19.4. After You complete the Buy Order the corresponding amount (including any applicable fees and commissions) shall be debited from the Your Bank Account prior to the execution of the Buy Order. You shall acquire ownership of the corresponding



amount of the Digital Asset after such execution is confirmed. The purchased Digital Asset shall be credited to You immediately upon completion of the transaction.

#### 6.20. **Sell Orders**

6.20.1. You may submit a Sell Order only in respect of Digital Assets that are held in Your Account and recorded in the Bank's nominal holding. Any attempt to sell Digital Assets in excess of the available balance recorded in the Account shall result in the transaction not being executed. Repeated or intentional attempts to submit such transactions may constitute a breach of these Terms and may result in restriction or termination of access to the Crypto Module.

6.20.2. Execution of a Sell Order is subject to the Bank's acceptance and discretionary execution and may be refused, delayed, partially executed or not executed at all, including but not limited to where:

6.20.2.1. You do not hold a sufficient quantity of the relevant Digital Asset in the Crypto Module;

6.20.2.2. applicable trading (minimum and maximum), risk or operational limits are exceeded;

6.20.2.3. prevailing market conditions do not permit execution;

6.20.2.4. execution or settlement cannot be completed through the relevant execution, custody or settlement infrastructure; or

6.20.2.5. the Sell Order is not in compliance with these Terms and Conditions or applicable law.

6.20.3. Upon initiating a Digital Asset sale, the Bank shall provide You Quote of the Digital Assets, which may differ from the final Quote displayed at the final stage of order submission (as shown on the confirmation page prior to execution).

6.20.4. Provided that You duly initiate the sale of a Digital Asset through the Crypto Module, complete the sale process in full and duly confirm the Sell Order within the specified time period, You shall transfer ownership of the corresponding amount of the Digital Asset to the third party upon execution of the transaction. Upon completion of the Sell Order, You shall be entitled to receive the fiat proceeds equal to the transaction value net of all applicable fees and commissions, which shall be credited to the Your Bank Account no later than three (3) Business Days from the moment the sell order is properly executed.

6.20.4.1. In the event that, due to a technical error, operational malfunction or any other inadvertent error, You are credited with an amount exceeding the net fiat proceeds to which You are entitled, the Bank shall be entitled, at any time and without prior notice, to debit or recover the excess amount from any of the Your current or other accounts held with the Bank.

#### 6.21. **Supported Digital Assets and Delisting**



- 6.21.1. You may purchase and sell only those Digital Assets that are supported by the Bank and displayed in the Crypto Module from time to time (**“Supported Digital Assets”**).
- 6.21.2. The Bank may, at its sole discretion, add new Supported Digital Assets, modify the list of Supported Digital Assets, or discontinue support for any Digital Asset at any time, including without prior notice, unless applicable law requires otherwise.
- 6.21.3. The Bank may, at its sole discretion, suspend or discontinue the availability of any Supported Digital Asset for purchase and/or sale, permanently or temporarily (**“Delisting”**).
- 6.21.4. Upon Delisting of a Digital Asset:
- 6.21.4.1. You will no longer be able to purchase the delisted Digital Asset through the Crypto Module from the moment Delisting is applied. The Bank is not obliged to notify You in advance of the suspension of the purchase functionality.
  - 6.21.4.2. Where reasonably practicable, clients who hold the relevant Digital Asset in the Crypto Module will receive a Service Notification within a reasonable period prior to the Delisting date, indicating the expected Delisting date and any available options.
  - 6.21.4.3. On the Delisting date, the relevant Digital Asset may be removed from the Crypto Module and may no longer be visible and/or available for trading.
  - 6.21.4.4. If, as of the Delisting date (or thereafter), You continue to hold the delisted Digital Asset through the Crypto Module, You agree that the Bank is entitled, without obtaining any additional consent from You, to:
    - 6.21.4.4.1. execute a sale of such Digital Asset at the prevailing market price available through the Bank’s execution infrastructure at that time (net of applicable fees, commissions and charges); and/or
    - 6.21.4.4.2. take any other actions required for operational, security, compliance, risk management, or regulatory reasons, including restricting access to the relevant Digital Asset.
    - 6.21.4.4.3. You acknowledge that such sale may occur at a price different from the price at which You acquired the Digital Asset, and may be executed in one or multiple transactions depending on market liquidity and technical capabilities.
- 6.21.5. The Bank will use reasonable efforts to notify clients of Delisting in advance; however, You acknowledge that advance notice may not be possible (and the Bank may proceed immediately) where, for example:
- 6.21.5.1. there is a change in applicable law, regulation, regulatory interpretation, or an instruction/order/request by any competent authority that affects the legal or regulatory status of the Digital Asset or the Bank’s ability to support it;



- 6.21.5.2. the Digital Asset undergoes a material change (including technical modifications, migration, redenomination, rebranding, hard fork or similar event) that materially affects its functionality, risks or supportability;
  - 6.21.5.3. any Third-Party Service Provider, liquidity provider, custodian, wallet provider or other partner involved in the Bank's provision of crypto-related services ceases or restricts support for the Digital Asset;
  - 6.21.5.4. the Bank determines that continued support would expose the Bank and/or clients to unacceptable operational, cyber, legal, reputational, AML/CFT, sanctions, fraud or market abuse risk.
- 6.21.6. Without limitation, the Bank may Delist a Digital Asset where the Bank determines, at its sole discretion, that:
- 6.21.6.1. the liquidity and/or trading volume is insufficient or creates elevated execution or settlement risk;
  - 6.21.6.2. the Digital Asset is vulnerable to price manipulation or market abuse (including due to low market capitalization or abnormal volatility);
  - 6.21.6.3. there are known or suspected security vulnerabilities, hacks, fraud, or technical weaknesses affecting the Digital Asset or its underlying network;
  - 6.21.6.4. the Digital Asset becomes subject to sanctions restrictions, enhanced due diligence requirements, or other compliance limitations;
  - 6.21.6.5. the Digital Asset is no longer commercially or operationally feasible for the Bank to support.
- 6.21.7. To the maximum extent permitted by applicable law, the Bank shall not be liable for any losses, damages, missed opportunities, loss of profit, or price movements arising from or in connection with any Delisting, including any suspension of trading functionality or any sale executed by the Bank in accordance with this Clause.

## **7. FEES**

- 7.1. There is no charge for accessing the Crypto Module or for registering as a client. However, the Bank may charge fees in connection with specific transactions, in-app features, services or functionalities, as specified in these Terms or as communicated to You from time to time.
- 7.2. In consideration for access to the Crypto Module and the execution of Digital Asset transactions, You agree to pay a fee for each successfully executed buy or sell transaction initiated by You (the "Transaction Fee").
  - 7.2.1. You acknowledge and agree that transactions involving the purchase and sale of Digital Assets may be executed taking into account the difference between the purchase and sale prices (the spread). Any commissions, fees, charges, or other costs determined by the Bank may be incorporated into the price of the relevant Digital Asset and may not be separately disclosed to or charged to you.



- 7.3. The Bank reserves the right to amend, modify or introduce new Fees at any time. Any such change shall become effective no earlier than thirty (30) calendar days after the Bank provides notice to You (excluding where the notice is required to be made earlier in line with these Terms or applicable legislation), either through the Mobile Bank, the Crypto Module, or by other appropriate means. If You do not agree with the amended fees, Your sole remedy is to discontinue use of the Crypto Module. Continued use of the Crypto Module after the effective date of the amended Fees shall constitute acceptance of such changes.
- 7.4. Fees shall be payable by You and may be charged in USD/GEL or, where permitted by the Bank, in such other currency as may be approved by the Bank from time to time. Where You do not have sufficient USD/GEL on the Bank Account, the applicable amount shall be calculated by converting the USD/GEL amount of the Fees into such currency at the Bank's commercial exchange rate applicable on the date of conversion.
- 7.5. If You believe that a Fee has been charged in error, You shall notify the Bank without undue delay and provide reasonable details of the relevant transaction. Unless otherwise determined by applicable legislation, any objection not raised within thirty (30) calendar days from the date the relevant fee is reflected in Your account statement shall be deemed waived, and the Transaction Fee shall be considered final and accepted by You.
- 7.6. Any fees, charges or commissions not expressly set out in these Terms and imposed by third-party service providers in connection with the Services shall be borne by You.

## **8. TRANSACTION LIMITS**

- 8.1. Your transactions executed through the Crypto Module are subject to the transaction limits, which includes but are not limited to the limits set forth by the Annex N1 to these Terms.
- 8.2. The Bank has the right not the obligation to reflect and communicate the Transaction Limits in Crypto Module.
- 8.3. The Bank reserves the right to amend, revise or adjust the above transaction limits at its sole discretion. Any material change to the transaction limits applicable to clients shall be communicated thirty (30) calendar days in advance before such change takes effect.
  - 8.3.1. Notwithstanding the foregoing, where an amendment to the transaction limits is required as a result of a change in applicable law, regulation, risk management, security or operational reasons, regulatory requirement, supervisory guidance, international best practices and such change enters into force within a timeframe that does not allow the Bank to provide thirty (30) calendar days' prior notice, the Bank shall notify You as soon as reasonably practicable after becoming aware of such change.
- 8.4. You acknowledge and agree that the value of a Digital Asset held in the Account may, due to market movements, fall below the minimum transaction amount or other execution thresholds applicable within the Crypto Module. In such cases, You may be unable to place a Sell Order or otherwise dispose of such Digital Asset, whether temporarily or permanently.



- 8.4.1. The Bank shall not be obliged to execute any transaction that does not meet the applicable minimum transaction requirements and shall not be liable, to the extent permitted by applicable law, for any loss, inability to sell, or missed opportunity directly resulting from the application of such minimum transaction requirements.
- 8.5. You acknowledge and agree that transactions executed through the Crypto Module may, within a single day, be carried out in different currencies. For the purposes of determining compliance with applicable transaction limits, any conversion between currencies shall be performed at the exchange rate applicable at the time of execution of each respective transaction.
- 8.5.1. The aggregated value of transactions may exceed the applicable transaction limits. You acknowledge and agree that any such excess shall not constitute a breach by the Bank and shall not give rise to any liability of the Bank.
- 8.5.2. Any instance where transaction limits are exceeded shall be considered exceptional and shall not constitute a precedent or create any expectation that similar transactions or limit exceedances will be permitted in the future.

## 9. SECURITY, AUTHENTICATION AND USE OF THE CRYPTO MODULE

- 9.1. Access to and use of the Crypto Module is enabled exclusively through the Mobile Bank application. All matters relating to identification, authentication, authorization, access security, user credentials, biometric authentication, one-time passwords (OTP), device verification and other security measures applicable to Mobile Bank are governed by the **General Agreement on Banking Services for Individuals** concluded between You and the Bank.
- 9.2. You acknowledge and agree that the security standards, authentication mechanisms and access rules applicable to the Crypto Module are inseparable from and fully dependent on the Mobile Bank security framework.
- 9.3. You are solely responsible for:
- 9.3.1. maintaining the confidentiality and security of all Mobile Bank credentials, authentication tools and devices;
- 9.3.2. preventing unauthorized access to the Mobile Bank and the Crypto Module;
- 9.3.3. ensuring that access to the Crypto Module is exercised only by You or by persons duly authorized under applicable law and the relevant banking agreements.
- Any actions performed through the Mobile Bank and the Crypto Module shall be deemed to have been performed by You.
- 9.4. The Bank may, at its discretion, use or allow the use of additional authentication or verification technologies, including multi-factor authentication, biometric authentication or other security measures supported by the Mobile Bank. The use or non-use of any specific authentication method (including OTP or biometric authentication) shall not constitute a



breach of these Terms and shall not, by itself, give rise to liability of the Bank in the event of unauthorized access.

- 9.5. For the avoidance of doubt, the provisions of this Clause are not exhaustive. Additional terms, conditions, rights and obligations relating to security, access, authentication, authorization and use of the Mobile Bank are set out in the General Agreement on the Conduct of Banking Operations with Individuals entered into between the Bank and You, which shall apply accordingly.

## **10. RISK OF USE OF CRYPTO MODULE**

- 10.1. The Crypto Module, as made available to You through the Mobile Bank, including all content (including Third-Party Content), functionalities and related services, is provided on an “as is” and “as available” basis, at Your sole risk and without any representations or warranties. The Bank does not guarantee uninterrupted availability or accessibility of the Crypto Module or any of its functionalities at all times.
- 10.2. You acknowledge that access to and use of the Crypto Module through the Mobile Bank involves inherent technical and operational risks, including, without limitation:
- 10.2.1. risks arising from the use of electronic communication networks, mobile or internet service providers, device manufacturers or operating systems;
- 10.2.2. temporary or prolonged system outages, maintenance periods, security-related restrictions or other disruptions that may render the Crypto Module unavailable; and
- 10.2.3. risks of misuse, unauthorized access or interference resulting from malware, cyber incidents, or loss, theft or compromise of Your device.
- 10.3. The Bank reserves the right to restrict, suspend or block access to the Crypto Module on any device where the security features of the operating system or device manufacturer have been modified, disabled or compromised (including, without limitation, jailbroken or rooted devices). The Bank does not warrant the proper functioning of the Crypto Module on devices that do not meet the Bank’s technical or security requirements or that are no longer supported.
- 10.4. To the maximum extent permitted by applicable law, all warranties, conditions or terms, whether express, implied, statutory or otherwise, including without limitation warranties of accuracy, quality, merchantability, fitness for a particular purpose, security or uninterrupted, error-free operation, are expressly excluded in relation to the Mobile Bank and the Crypto Module.
- 10.5. To the fullest extent permitted by applicable law, the Bank shall not be liable for any loss or damage arising from or relating to transmission errors, technical failures, system malfunctions, service interruptions, cyber incidents, or unlawful interference with communication networks, information systems or devices used by You or any third party.



10.6. For the avoidance of doubt, the provisions of this Clause are not exhaustive. Additional terms, conditions, rights and obligations relating to security, access, authentication, authorization and use of the Mobile Bank are set out in the **General Agreement on the Conduct of Banking Operations with Individuals** entered into between the Bank and You, which shall apply accordingly.

## **11. PROVISION OF INFORMATION, MATERIALS AND THIRD-PARTY CONTENT**

11.1. By using the Crypto Module, You acknowledge and agree that:

11.1.1. the Bank is under no obligation to provide any information, materials, data, analytics, reports, research, market commentary or other content relating to Digital Assets, products or services; and

11.1.2. where any such information or materials (“Materials”) are provided, they are made available solely for Your informational purposes and may not be copied, redistributed, published or otherwise disclosed to third parties without the prior written consent of the Bank.

11.2. You acknowledge and agree that the Bank does not act as an investment adviser, fiduciary, broker-dealer or financial consultant to You. No Materials made available through the Crypto Module or the Mobile Bank constitute investment advice, a recommendation, solicitation or endorsement to enter into any transaction, or a representation that any Digital Asset or transaction is suitable, appropriate or advisable for You.

11.3. The Bank makes Materials available through the Crypto Module for informational purposes only and, where applicable, may rely on information provided by independent third-party information providers. While the Bank takes reasonable steps to ensure that such Materials are presented in accordance with its internal procedures and applicable law, the Bank does not guarantee that Materials, including market data, prices, quotes, analytics, news or research, are accurate, complete, up to date or free from error at all times, and the Bank is not obliged to continuously verify, update or correct such Materials.

11.4. The Crypto Module and the crypto-related services may rely on, integrate with, or provide access to market data, prices, analytics, news, research, links to external websites, APIs, blockchain networks, wallets, custody, liquidity or other content and services supplied by third parties (collectively, “Third-Party Content and Services”). Such Third-Party Content and Services are provided for informational or operational purposes only and are not controlled, operated or maintained by the Bank, unless expressly stated otherwise.

11.4.1. While the Bank takes reasonable steps to select and use Third-Party Content and Services in accordance with applicable law and its internal procedures, the Bank does not provide assurances that such Third-Party Content and Services will be accurate, complete, up to date, uninterrupted or free from error at all times. The Bank does not



provide investment advice or recommendations based on Third-Party Content and Services, and clients remain responsible for making their own informed decisions.

11.4.2. The Bank may modify, replace, suspend or discontinue access to any Third-Party Content and Services at any time for operational, legal, regulatory, security or risk-management reasons, and shall bear no liability for any loss or damage arising from or relating to such modification, suspension or discontinuation.

11.4.3. All intellectual property rights in and to Third-Party Content and Services remain the exclusive property of the relevant third-party providers and use of such content may be subject to the separate terms and conditions imposed by the respective third-party providers.

11.5. Certain Digital Assets, services or content displayed on the Crypto Module may not be available or eligible for clients in certain jurisdictions or categories of users due to regulatory or legal restrictions. Availability may change without prior notice.

## **12. SERVICE AND OTHER NOTIFICATIONS**

12.1. You confirm that any notices, notifications or other communications exchanged between You and the Bank in connection with these Terms shall be given and delivered in accordance with the provisions governing notices and communications set out in the General Agreement on Banking Services concluded between the Bank and the Client, as amended from time to time.

## **13. LIABILITY, LIMITATION OF LIABILITY and ENFORCEMENT**

13.1. To secure the full and proper performance by the Client of any obligations owed to the Bank under these Terms and/or any other agreement(s) between the Client and the Bank (including, without limitation, loan, security and/or other banking agreements), the Client hereby irrevocably authorizes the Bank, at the Bank's sole discretion, upon the Client's breach, improper performance, or where there is a reasonable risk of such breach or improper performance, to take any of the following actions, without prior notice where permitted by law:

13.1.1. restrict, freeze or block the Client's access to the Crypto Module and/or restrict the Client's ability to dispose of, trade or otherwise use the Digital Assets recorded under the Client's Account;

13.1.2. sell all or part of the Client's Digital Assets recorded under the Client's Account, at the then applicable market price available through the Bank's execution infrastructure, and apply the fiat proceeds towards the satisfaction of the Client's due and payable monetary obligations;

13.1.3. convert, on the relevant payment/settlement date, the proceeds into the required currency at the commercial exchange rate applied by the Bank's engaged crypto wallet



- / service provider (or any other rate applied by the Bank in ordinary course, as applicable) and apply the resulting amount towards the Client's monetary obligations owed to the Bank and/or any third party, where the Bank is entitled or required to settle such obligations on the Client's behalf; and
- 13.1.4. set off any obligations owed by the Client to the Bank against any obligations owed by the Bank to the Client, regardless of the nature, maturity or currency of such obligations.
- 13.2. The Bank shall not be liable for any increase, change or variation in costs, spreads, commissions or other charges applicable to buy/sell operations where such change is driven by the Bank's engaged crypto wallet/custody provider, liquidity provider, or other third parties and/or market conditions.
- 13.3. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, THE BANK SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS, INCLUDING LOSS OF PROFIT, LOSS OF OPPORTUNITY, LOSS OF BUSINESS, TRADING LOSSES, LOSS OF EXPECTED SAVINGS, REPUTATIONAL LOSS, OR ANY CLAIM ARISING FROM THE CLIENT'S INABILITY TO EXECUTE A TRANSACTION AT A DESIRED TIME OR PRICE.**
- 13.4. To the maximum extent permitted by applicable law, the Client shall defend, indemnify and hold harmless the Bank, its affiliates, employees, officers, directors and agents (hereinafter "**Indemnified Persons**") against any claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or relating to the Client's breach of these Terms; the Client's mismanagement of their Account, including failure to keep credentials secure, allowing unauthorized access, or failure to follow guidelines and instructions provided by the Bank; any unauthorized use of the Client's Mobile Bank access or Crypto Module access attributable to the Client and/or any claim by a third party arising from the Client's actions, instructions or transactions through the Crypto Module; Client's misrepresentation, act or omission or alleged misrepresentation, act or omission; Indemnified Persons following Client's directions or instructions or failing to follow Client's or their unlawful or unreasonable directions or instructions; any activities or services of the Indemnified Persons in connection with the Account as per Client's instructions and/or in compliance with these Terms; the failure by any person not controlled by Bank (for avoidance of any doubt, this shall include any of Bank's associates and affiliates or third party or wallet provider) to perform any obligations to the Client, unless and to the extent only that such Losses are suffered or incurred as a result of Bank's gross negligence or willful misconduct.
- 13.5. The Client agrees that, without the prior written consent of the Bank, it will not settle, compromise or consent or offer to settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding which relates to the Bank's engagement hereunder, unless such settlement, compromise or consent includes an unconditional release of the Bank, and the other Indemnified Persons from all liability arising



- out of such claim, action or proceeding and does not include a statement as to, or an admission of, fault, culpability or failure to act by or on behalf of any Indemnified Person.
- 13.6. Nothing in these Terms shall be construed to designate Bank or any other Indemnified Persons as a fiduciary to the Client.
- 13.7. To the maximum extent permitted by applicable law, the Bank's total aggregate liability to the Client, regardless of the form of action, shall not exceed an amount equal to 50% (fifty per cent) of the aggregate fees paid by the Client to the Bank in connection with the Crypto Module during the last calendar year preceding the event giving rise to the claim.
- 13.8. Where the Client suffers a direct permanent loss of Digital Assets (any loss of assets that remains unrecovered for a continuous period of sixty (60) days) recorded under the Client's Account as a result of a hack or security breach of the Bank's system, the Bank's aggregate liability for that incident shall be determined on a per-incident basis. For each such incident, the Bank's aggregate liability shall be capped at one hundred per cent (100%) of the market value of the assets that were lost (the "Lost Assets") under the Account as at the time immediately preceding the incident. For the purposes of this Clause, the market value of the Lost Assets shall be determined by reference to the prevailing market prices applied in Crypto Module in the ordinary course of its operations at such time.
- 13.8.1. Where the Bank is responsible for such loss under this Clause, the Bank shall replace the lost Digital Assets on a like-for-like basis, by crediting the Client with the same type and quantity of the relevant Digital Assets.
- 13.8.2. The Client acknowledges and agrees that, in such case, the Client shall have no claim against the Bank for any loss arising from price movements, volatility, missed opportunities, loss of profit, or inability to execute transactions during the relevant period.
- 13.8.3. This Clause shall not apply to the extent the loss was caused by the Client's act or omission, including compromise of the Client's Mobile Bank credentials, device security or unauthorized access attributable to the Client.
- 13.9. To the extent permitted by applicable law, the Bank shall not be liable for indirect, incidental, special or consequential losses or damages, including loss of profit, loss of opportunity, loss of data, loss of business or reputational loss, arising in connection with such technical or operational issues affecting the Crypto Module and/or the Services. Such issues may arise, for example, from the operation or maintenance of the Bank's systems or infrastructure, the systems or infrastructure of third-party service providers, or from scheduled or emergency maintenance, upgrades or similar technical works carried out by or on behalf of the Bank.
- 13.10. The Bank shall not be liable to the Client for any Loss, failure, hindrance or delay in performing its obligations under these Terms where such Loss, failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation declared or imminent war, acts of terrorism,



revolt, civil unrest, catastrophes of nature, other causes commonly known as “acts of God”, statutory provisions, measures taken by state authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that Bank is a party to the conflict and including cases where only part of Bank’s functions are affected by such events, any technical difficulties such as telecommunications failures or disruptions, non-availability of Mobile Bank or Crypto Module (e.g. due to maintenance downtime), cyber-attacks or cyber incidents, exchange or market rulings, suspension of trading failures of the mails or other communications systems, mechanical or electronic failure, failure of third parties to follow instructions, technical problems, including hardware and software crashes and other malfunctions, failure of the telecommunications or information services infrastructure, hacking, SPAM or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone service outages, power outage, Internet disruptions, viruses, and mechanical, power or communications failures, or for any other cause not reasonably within Bank’s control, whether or not such cause was reasonably foreseeable. In addition, Bank shall not be liable for Losses caused by general market conditions.

#### **14. CLIENT WARRANTIES AND REPRESENTATIONS**

14.1. You warrant and represent that:

- 14.1.1. You are a natural person of legal age and are not under any legal disability with respect to, and are not subject to any law or regulation which prevents Your performance according to and under these Terms;
- 14.1.2. You have obtained all necessary consents and have the authority to operate according to and under these Terms and to use the Crypto Module;
- 14.1.3. any funds and/or other assets supplied by You for any purpose under these Terms shall, subject to these Terms, at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by You;
- 14.1.4. You are in compliance with all laws to which You are subject including, without limitation, all tax laws and regulations; and
- 14.1.5. the information provided by You to the Bank in connection with the use of the Mobile Bank and the Crypto Module is full, true, and precise and is not deceitful. You are responsible for the truthfulness of any information provided to the Bank and guarantee that any such information will be updated and valid. In the contrary, the Bank has the power to resort to any of the actions mentioned in these Terms, including but not limited to those set out in the relevant clauses governing restrictions, suspension and termination of access to the Crypto Module and/or Your Account. For damages incurred due to a breach of the obligations mentioned in this paragraph or for any potential damage, You are solely responsible.



- 14.1.6. You have reviewed and accepted these Terms (including all annexes and documents referenced herein), and acknowledge that the Services are provided and used subject to these Terms as amended from time to time;
  - 14.1.7. You confirm that You have received, read and understood the Risk Disclosure Document, which forms an integral part of these Terms, and acknowledge the risks associated with Digital Assets and the use of the Crypto Module;
  - 14.1.8. You are solely responsible for any taxes, duties or other legal obligations that may arise in connection with your use of the Crypto Module, including the acquisition, holding, transfer or disposal of virtual assets.
- 14.2. The above warranties and representations shall be deemed to be repeated each time You use the Crypto Module and for the duration of these Terms.
- 14.3. You shall be solely responsible for knowing the rights and terms applicable to all Digital Assets purchased, sold and held through the Crypto Module, including any events or changes affecting such Digital Assets (including forks, protocol upgrades, migrations, name changes, delisting, trading suspension or any other similar event). Certain Digital Assets may be subject to limitations, changes or events which may require You to take specific actions within certain timeframes. You are solely responsible for monitoring any applicable timelines and consequences associated with such Digital Assets. The Bank may, but in no way is obligated to, notify You of any such events. For avoidance of any doubt, the Bank is not obligated to take any actions in relation to such events and is not liable for Losses should it not take them.

## **15. SUSPENSION OR TERMINATION IN WHOLE OR IN PART**

- 15.1. These Terms shall become effective from the moment You accept these Terms and shall remain in full force and effect until terminated by either Bank or by You in accordance with these Terms and Conditions.
- 15.2. Access to the Crypto Module and/or Your Account may be suspended, restricted or terminated, in whole or in part, at any time by You or by the Bank in accordance with these Terms. For the avoidance of doubt, the availability or visibility of the Crypto Module within the Mobile Bank does not in itself confirm that You have an active Account. The Account may be suspended, restricted or terminated even if the Crypto Module remains visible in the Mobile Bank.
- 15.3. The Crypto Module is available exclusively to active Mobile Bank users who have the active Bank Account. Accordingly, any suspension, restriction or termination of Your access to the Mobile Bank (for any reason) or suspension, restriction or termination of the Bank Account, shall automatically result in the corresponding suspension, restriction or termination of Your access to the Crypto Module and/or the Account.



- 15.4. The Bank may, at any time and at its sole discretion, limit, suspend, restrict, freeze or terminate Your access to the Crypto Module and/or the Account (including specific functionalities), with immediate effect and without prior notice, where the Bank reasonably considers such action necessary or appropriate, including where:
- 15.4.1. it is necessary to protect the security, integrity or proper functioning of the Crypto Module, the Account, the Mobile Bank or the Bank's systems;
  - 15.4.2. you breach these Terms, applicable security requirements, or any other applicable agreement with the Bank relating to the use of the Mobile Bank;
  - 15.4.3. any transaction or activity is suspected to be unauthorized, fraudulent, suspicious, abusive or connected to money laundering, terrorism financing or other illegal activity;
  - 15.4.4. the Bank becomes aware of, or reasonably suspects, that Digital Assets credited to the Account are associated with criminal proceeds or are not lawfully possessed by You;
  - 15.4.5. the Bank is unable to verify or authenticate your identity, authority, instructions, or any information provided by You;
  - 15.4.6. the Bank reasonably believes that Your actions may expose You, the Bank or other clients to legal, regulatory, financial or reputational risk;
  - 15.4.7. the Bank decides to cease, suspend or materially modify the Crypto Module or any part of it;
  - 15.4.8. the Bank is required or directed to take such action by applicable law, a court order, or a competent governmental or regulatory authority (including the National Bank of Georgia and/or the Financial Monitoring Service of Georgia);
  - 15.4.9. You are a "Restricted Person", fails to satisfy eligibility criteria, or otherwise becomes ineligible under these Terms;
  - 15.4.10. the Bank considers it necessary to suspend, restrict or discontinue the Services (in whole or in part) for system maintenance, upgrades, testing, security patches, or other operational purposes, including where such maintenance is performed by the Bank or any Third-Party Services Provider;
  - 15.4.11. You infringe the intellectual property rights of the Bank or any third party, or attempts to misuse, manipulate, reverse engineer, compromise or circumvent any security measures of the Mobile Bank or the Crypto Module; and/or
  - 15.4.12. there is a disruptive market event, liquidity disruption, trade halt or other market condition that justifies such action in the Bank's reasonable opinion.
- 15.5. To the maximum extent permitted by applicable law, the Bank shall not be obliged to disclose the grounds or basis for any suspension, restriction, freezing or termination of the Account, the Crypto Module or any related functionality.
- 15.6. You may terminate these Terms and request closure of the Account at any time, provided that, prior to termination:



- 15.6.1.all pending or incomplete transactions are duly completed or cancelled (as applicable);  
and
- 15.6.2. no Digital Assets remain credited to the Account.
- 15.7. Where Digital Assets remain credited to the Account, You acknowledge that termination and Account closure may not be processed until You sell all such Digital Assets and the relevant sale transactions are completed.
- 15.8. Upon suspension or termination of Your access to the Crypto Module and/or the Account:
- 15.8.1.the Bank may take actions reasonably necessary to complete compliance checks, investigations, reconciliations and settlement processing, or to protect You, the Bank and/or third parties; and
- 15.8.2. the Bank may retain custody of Your Digital Assets, funds and relevant data/information for as long as required by applicable law, regulatory requirements, internal policies, investigations or operational necessity.
- 15.9. The Bank may terminate these Terms at any time, without stating any reason, by giving You at least thirty (30) calendar days' prior notice.
- 15.10. Unless otherwise provided by applicable legislation, neither the Bank nor any third party acting on its behalf shall be liable to You for any loss or damage arising out of or in connection with any suspension, restriction, freezing or termination of the Account or access to the Crypto Module, carried out in accordance with these Terms, including any losses resulting from delays, transmission errors, technical faults, defects, breakdowns, maintenance work, system interruptions, or illegal intrusion or intervention into communication networks or devices, to the maximum extent permitted by applicable law.
- 15.11. Termination or suspension of Your access to the Crypto Module and/or the Account under these Terms shall not in itself terminate or affect any other agreements between You and the Bank relating to other banking products or services, which shall remain in force in accordance with their respective terms.

## **16. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

- 16.1. Neither Party shall disclose any information relating to the business, transactions, finances or other matters of a confidential nature of the other Party of which it may, in the course of performing these Terms, obtain possession of, and each Party shall use all reasonable endeavors to prevent any such disclosure. This shall not apply where disclosure is required under applicable law or requested by a competent court, legislative, supervisory or regulatory authority, or any other person entitled to demand disclosure under applicable law, or where such disclosure is necessary for the Bank to properly perform its obligations under these Terms and provide the services through the Crypto Module.
- 16.2. You authorize the Bank to disclose information (including disclosing such information to third party or the Wallet Provider) relating to You as may be required by any applicable law,



rule, regulatory requirement or request of any competent authority, including in connection with AML/CFT, sanctions compliance and any applicable internal policies, without prior notice to You, to the extent permitted by applicable law.

- 16.3. You authorize the Bank to transfer and/or disclose Your personal information submitted to or collected by the Bank in connection with the Crypto Module to the Bank's affiliates, contractors, agents and third-party service providers (including, where applicable, third-party virtual asset service providers, custodians, technology providers, verification providers and other counterparties engaged by the Bank) as may be necessary for:
- 16.3.1. providing and performing services under these Terms and operating the Crypto Module;
  - 16.3.2. compliance with legal, regulatory, reporting, audit and risk management requirements;
  - 16.3.3. security, fraud prevention, client verification and due diligence purposes; and
  - 16.3.4. client relationship management and service communications.
- 16.4. The Bank may also share such personal information with third parties acting on behalf of the Bank for the purpose of client verification, analytical purposes, and supporting the Bank's compliance and operational processes.
- 16.5. Your personal information will be stored no longer than necessary to carry out the purposes under these Terms and as required under applicable law. You have the right to request correction, supplementation, deletion or blocking of such personal information if inaccurate, incomplete or processed unlawfully, in accordance with applicable data protection legislation. In certain circumstances, You may also have the right to object to the processing of such personal data and seek other legal remedies available in connection with the processing of such personal information, in accordance with applicable law.

## 17. INTERNATIONAL SANCTIONS

- 17.1. The Client states and agrees that:
- 17.1.1. the Client and/or his/her affiliated person(s) (for the purposes of this Clause, this includes, among other persons, any individual whom the Bank assesses may influence the Client or the Client's actions, whether directly or indirectly, and who possesses and/or controls relevant person) may have strong working, relational, or other types of linkages at any time during the effective date of the Terms.
  - 17.1.2. Are not and will not be included in the list of sanctioned persons ("List of Sanctioned Persons") of the United Nations, European Union, United Kingdom, United States of America, Georgia, or any other country or international organization ("Authorized Persons"), and there will be no sanctions in place against them. For the purposes of this Clause, "sanctions" include, among other things, specific restrictions, policies, prohibitions, and other directives issued by the Authorized Persons.



- 17.1.3. Are not and will not be residents of any countries that are subject to full trade sanctions or restrictions imposed by the Authorized Persons.
- 17.1.4. Directly and/or indirectly, including but not limited to acting through third parties, have not concluded and will not conclude any agreement (including facilitating the conclusion of such an agreement) with any person or entity listed in the List of Sanctioned Persons, who is subject to sanctions, or who is a resident of a country that is under full trade sanctions or restrictions.
- 17.1.5. Directly and/or indirectly, including but not limited to acting through third parties, have not concluded and will not conclude any agreement (including facilitating the conclusion of such an agreement) with such a party or in relation to such an asset/activity/product/service that is subject to full and/or targeted and/or sectoral sanctions/restrictions.
- 17.2. In the event that the statement made in accordance with Clause 17.1 of the preceding Terms amounts to a breach of sanctions or circumvention of sanctions, and/or according to the Bank's assessment there is a risk of sanctions being imposed on the Client and/or their affiliated persons, and/or such sanctions are actually put in place, the Bank will be authorized to act in accordance with the sanctions imposed by the Authorized Persons mentioned in Clause 17.1 and/or to act in accordance with the directives issued by the Authorized Persons and/or organizations, and/or to fulfill any required actions. Among other things, the Bank has the power to prevent the Client from managing and/or allocating any cash or assets.

## **18. PERSONAL DATA OF THE CLIENT**

18.1. You acknowledge and agree that:

- 18.1.1. The Bank will collect, use, process, store and disclose Your personal information (except special category personal data), including the personal information indicated by You when accessing and registering for the Crypto Module and/or while using Mobile Bank (including without limitation identification information (first and last name, date of birth, personal number, address, citizenship, residency, sex, photograph, telephone number), tax identification details (if applicable), FATCA status (if any), politically exposed person (PEP) status, employment information (status, sector, employer, position), and financial information (including average annual income and source of income)), for the purposes of (amongst other things) providing services through the Crypto Module, complying with applicable legal and regulatory obligations, and preventing, detecting and investigating misconduct, fraud and unauthorized activity. A detailed list of personal data may be determined in the relevant annex and/or the Bank's applicable privacy documentation.
- 18.1.2. For the purposes of enabling Your access to the Crypto Module and providing services through the Crypto Module (including client identification and verification, transaction



processing, custody/storage, compliance screening and risk monitoring), the Bank may transfer Your personal information (including without limitation the information indicated in Clause 18.1.1) to the Bank's third-party service providers engaged for the operation of the Crypto Module (including, where applicable, virtual asset service providers, custodians, execution providers, verification providers, compliance vendors and other relevant contractors). You acknowledge that where such transfer is necessary for the provision of services, withdrawal of consent (where applicable) may result in the Bank being entitled to cease provision of the Crypto Module services to You and restrict or terminate Your access to the Crypto Module.

18.1.3. For the purposes of offering and/or providing services to You under these Terms, the Bank may collect, use, process, store and disclose to its affiliates and/or relevant third-party service providers all personal information of You (except special category personal data), including the personal information indicated by You (including without limitation the information indicated in Clause 18.1.1).

18.1.4. For the purposes of providing services to You through the Crypto Module, maintaining operational continuity, ensuring security, and/or exploring improvements and opportunities relating to the Crypto Module, the Bank may transfer to its affiliates and/or third-party service providers all information about You, including Your personal data (including without limitation the information indicated in Clause 18.1.1), to the extent necessary for such purposes and in compliance with applicable law.

18.2. You confirm that you have read and accepted the Bank's applicable privacy policy/policies and data processing terms made available through Mobile Bank and/or the Bank's official channels, as may be updated from time to time.

## 19. AMENDMENTS

19.1. The Bank is entitled to incorporate amendments to these Terms which are favourable to You or neutral to You without prior notice.

19.2. Amendments that are not in Your favor may be made at any time by giving You at least 30 (thirty) calendar days' prior notice. The Bank will provide such notice to You via Service Notifications. You shall be deemed to have accepted such amendments if You do not, before the proposed effective date, notify the Bank that You do not accept them. If You do not accept the amendments, the Bank may suspend and/or terminate Your access to the Crypto Module and close the Account as soon as reasonably practicable (subject to completion of any outstanding obligations and settlement of pending transactions, where applicable). Any amended version of these Terms shall supersede all previous versions, and You shall take into account the most recent version made available through Mobile Bank and/or the Bank's official channels.



- 19.3. Notwithstanding this clause, where an amendment is required due to a change in applicable law, regulation, regulatory guidance or binding requirement of a competent authority, and the timing of such change does not reasonably permit the Bank to provide thirty (30) calendar days' prior notice, the Bank may implement the amendment with shorter notice (or, where necessary, with immediate effect) and shall notify You via Service Notifications within a reasonable timeframe after the Bank becomes aware of, or is required to implement, such change.
- 19.4. The Bank may change any applicable fees and charges without prior notice and with immediate effect where the change is to Your advantage, or where the grounds for the change arise due to external circumstances beyond the Bank's control, including where:
- 19.4.1. commissions, fees or charges imposed by the Bank's third-party service providers (including, without limitation, custodians, execution providers, payment infrastructure providers, wallet providers, market data providers or other relevant contractors) change and are passed on to You; and/or
- 19.4.2. the Bank is required to amend its cost and pricing structure due to changes in applicable law, regulations, regulatory requirements or binding instructions.

## **20. GOVERNING LAW AND DISPUTE RESOLUTION**

- 20.1. These Terms shall be governed by and construed in accordance with the laws of Georgia. Any dispute arising from or in connection with these Terms (including in connection with the validity, interpretation, implementation or execution of these Terms) shall be resolved by means of negotiation. In case of failure to negotiate, the Parties shall apply to the common courts of Georgia.
- 20.2. This Clause shall survive any termination of these Terms.

## **21. MISCELLANEOUS**

- 21.1. If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity nor enforceability of the remaining provisions of these Terms under the law of that jurisdiction shall be affected in any way.
- 21.2. You may not assign its rights or delegate any of Your obligations under these Terms, whereas Bank may assign its rights or delegate its obligations to third-party.
- 21.3. You shall immediately, upon request or at such time as determined by the Bank, provide any additional information and/or documents requested by the Bank. Failure to do so may result in suspension or termination of Your Account.
- 21.4. The rights and remedies contained in the Terms are cumulative and not exclusive of any rights or remedies provided by law.



- 21.5. No delay or omission on the part of the Bank in exercising any right, power or remedy provided by law or under the Terms, or any partial or defective exercise thereof, shall:
- 21.5.1. impair or prevent any further or other exercise of such right, power or remedy; or
  - 21.5.2. operate as a waiver of such right, power or remedy.
- 21.6. You shall be able to communicate with the Bank in Georgian, English, or any other language if the Bank offers from time to time. The Crypto Module will be available in Georgian or English languages. The Account Statements, Trade Confirmations, or some other information provided by the Third-Party Service Provider through the Crypto Module will be only in English language.
- 21.7. To the extent any matter is not expressly governed by these Terms, it shall be governed by the General Agreement on Banking Services for Individuals concluded between the Bank and You. For the avoidance of doubt, these Terms regulate exclusively Your access to and use of the Crypto Module and do not govern any other banking products or services provided by the Bank, unless expressly stated otherwise herein.



## ANNEX N1

### TRANSACTION LIMITS

#### **Individual Order Limits:**

- A minimum transaction value of **USD 1** and a maximum transaction value of **USD 5,000** for each individual Buy Order or Sell Order.

#### **Daily Transaction Limits:**

- A maximum aggregate value of **USD 20,000** for all Buy Orders executed within a single calendar day;
- A maximum aggregate value of **USD 20,000** for all Sell Orders executed within a single calendar day.

*For the purposes of this Clause, a single calendar day shall mean a full calendar day commencing at 00:00 (inclusive) and ending at 23:59 (inclusive) on the same calendar date.*

#### **Weekly Transaction Limits**

- A maximum aggregate value of **USD 50,000** for all Buy Orders executed within a single calendar week;
- A maximum aggregate value of **USD 50,000** for all Sell Orders executed within a single calendar week.

*For the purposes of this Clause, a single calendar week shall mean the period commencing at 00:00 (inclusive) on Monday and ending at 23:59 (inclusive) on Sunday of the same calendar week.*

#### **Monthly Transaction Limits**

- A maximum aggregate value of **USD 100,000** for all Buy Orders executed within a single calendar month;
- A maximum aggregate value of **USD 100,000** for all Sell Orders executed within a single calendar month.

*For the purposes of this Clause, a single calendar month shall mean the period commencing at 00:00 (inclusive) on the first calendar day of the relevant month and ending at 23:59 (inclusive) on the last calendar day of that month.*



**YOU ACKNOWLEDGE AND AGREE THAT:**

- **VIRTUAL ASSETS ARE HIGHLY VOLATILE AND MAY LOSE ALL OR SUBSTANTIALLY ALL OF THEIR VALUE;**
- **TRANSACTIONS IN VIRTUAL ASSETS ARE GENERALLY IRREVERSIBLE;**
- **VIRTUAL ASSETS ARE NOT LEGAL TENDER AND ARE NOT BACKED BY ANY GOVERNMENT AUTHORITY;**
- **REGULATORY, LEGAL AND TAX TREATMENT OF VIRTUAL ASSETS MAY CHANGE AT ANY TIME;**
- **TECHNOLOGICAL RISKS, INCLUDING CYBER-ATTACKS, SYSTEM FAILURES, BLOCKCHAIN DISRUPTIONS AND THIRD-PARTY FAILURES, MAY OCCUR.**

The risk of loss arising from the use of crypto-related services can be substantial. You should carefully consider whether buying, selling or holding virtual assets is suitable for you.