

## **Amendment to the General Agreement for Rendering Banking Services to Legal Entities**

According to the present document, "General Agreement For Rendering Banking Services to Legal Entities" posted at the web-page [www.pashabank.ge](http://www.pashabank.ge) shall be amended, in particular: 5<sup>1.2</sup>. Services with Google Wallet should be added to the agreement. 5<sup>1.2</sup>. The content of the article and its subsections should be formulated as follows:

### **"5<sup>1.2</sup>. Services with Google Wallet**

5<sup>1.2.1</sup>. This chapter regulates the terms and conditions of adding bank-issued cards to Google Wallet by the client and/or additional card holder and making payments with the added cards.

#### **5<sup>1.2.2</sup> The terms used in this chapter have the following meaning:**

**5<sup>1.2.2.1</sup> Google** - a legal entity registered in the United States of America (Google LLC, [www.google.com](http://www.google.com)), which provides technical support for various electronic devices and through which the client/additional cardholder has the opportunity to use Google Wallet and make card payments.

**5<sup>1.2.2.2</sup> Google Pay /Google Wallet / Electronic Wallet** - a mobile/digital payment system/service/application developed by Google and integrated into Android devices. Google Pay / Google Wallet, using the cards added to it, allows the user to make contactless payments or withdraw money from an ATM (if the ATM supports contactless payment).

**5<sup>1.2.2.3</sup> Google device/device** - devices manufactured by Google and/or any other device in which Google Pay/Google Wallet is integrated and/or can be recorded.

**5<sup>1.2.2.4</sup> Authentication** - the process that requires the use of authentication data by the client in order to enable payment with the card added to Google Wallet.

**5<sup>1.2.2.5</sup> Authentication data** - the customer's fingerprint (Touch ID), face image (Face ID) or passcode (Passcode), the use of one of which is necessary to carry out a transaction when using Google Wallet, and which the customer or additional cardholder is required to enter each Before making a transaction. The client/additional cardholder assumes that the bank does not have access to this data, and the entry/use of authentication data by the client or additional cardholder is considered as confirmation of the payment operation. Data added to the device as authentication data, but not belonging to the client or additional cardholder, are also considered as confirmation of a payment operation (including a payment or cashout operation by the client/additional cardholder).

### **5<sup>1.2.3</sup> Terms and conditions for adding a card to Google Wallet**

5<sup>1.2.3.1</sup> The customer or additional card holder is entitled to activate/add his/her card to his/her own Google device and/or device that supports Google Pay/Google Wallet, provided that:

5<sup>1.2.3.1.1</sup> The client or additional card holder is identified by the bank in a proper manner;

5<sup>1.2.3.1.2</sup> there are no restrictions of any kind registered on the card and/or card account that is added to Google Wallet, which would prevent making payments and/or cashing out with the electronic wallet;

5<sup>1.2.3.2</sup> When adding a card to Google Wallet, the customer or additional cardholder undergoes verification, which can be performed using one of the following methods, namely:

5<sup>1.2.3.2.1</sup> The card can be added to the electronic wallet using a one-time verification code, which is provided to the client or additional card holder on the mobile phone number registered in the bank and which must be entered by the client or additional card holder when adding the card to the electronic wallet;

5<sup>1</sup>.2.3.2.2 The card can be added to the electronic wallet with the help of the bank's contact center and only if the user passes the established verification procedure in a proper manner;

5<sup>1</sup>.2.3.3 Once the Customer/Add-on Cardholder has successfully added the Card/Add-on Card to Google Wallet - he/she will be authorized to conduct transactions using the Card Accounts. Using the card added to Google Wallet, it is possible to carry out contactless transactions, namely:

5<sup>1</sup>.2.3.3.1 Contactless payment can be made by using one of the authentication credentials and placing a Google device and/or a device that supports Google Pay/Google Wallet near the contactless payment terminal. Contactless payment using one of the authentication data can also be made in applications and websites that display the Google Pay logo. In addition, the Customer agrees that the card's PIN code will not be requested when paying with Google Wallet, unless the terminal configuration may require the use of a PIN code.

5<sup>1</sup>.2.3.3.2 Using Google Wallet and one of the authentication credentials, it is possible to withdraw money by placing a Google device and/or a device that supports Google Pay/Google Wallet with an ATM (if the ATM has contactless payment functionality ) and by entering the PIN code of the card.

5<sup>1</sup>.2.3.4 It is allowed to add several different cards to one device, and it is also allowed to add the same card to different devices. However, the Customer/Additional Cardholder acknowledges that both the Bank and Google have the right to limit the number of cards that can be added to a single device, as well as the number of devices to which the same card can be added. The client/additional card holder can learn about the restrictions imposed by Google and other necessary information on the website - <https://support.google.com/googlepay/?hl=en#topic=12369512> , and information about the restrictions imposed by the bank can be obtained On the bank's website - [www.pashabank.ge](http://www.pashabank.ge) or in the bank's contact center at (+995 32) 222 25 25.

5<sup>1</sup>.2.3.5 The Client acknowledges that it is possible to delete the Card from Google Wallet at any time. It is also possible to block the digital card (DPAN) added to Google Wallet, so that the physical card (FPAN) is not blocked (the ability to make payments outside of Google Wallet is not blocked), for which the client can apply to the bank branches and/or contact the bank's contact to the center at (+995 32) 222 25 25.

5<sup>1</sup>.2.3.6 The customer considers that in Google Wallet it is possible to receive information about transactions carried out with Google Wallet. However, when using Google Wallet, the client will not be able to see complete information about the transactions made with his card and the balances on the card accounts. The client can see detailed information about the transactions carried out in the mobile and internet bank (address - [www.pashaonline.ge](http://www.pashaonline.ge)), contact the bank's branches and/or contact the bank's contact center at (+995 32) 222 25 25 to get a statement.

5<sup>1</sup>.2.3.7 The customer considers that he may receive automatic notifications generated by Google Wallet itself (so-called push notifications), as well as notifications from the bank, about the transactions carried out with Google Wallet.

## **5<sup>1</sup>.2.4 Rights and Obligations of the Parties**

5<sup>1</sup>.2.4.1 The client/additional cardholder is obliged to regularly familiarize himself with and follow the rules for using Google Wallet developed by the bank and Google, as well as not to allow the passcode of the device to be transferred to third parties and/or to add third party data to the device as authentication data. and, if any, is obliged to immediately delete the added data and/or change the passcode/password. For purposes of this clause, the Customer and Additional Cardholder - further acknowledge that any third party will be able to make their Google Wallet payments if said person has access to a device that supports Google Pay/Google Wallet, a passcode is obtained and/or If its data (Touch ID/Face ID) is also added to the device as authentication data. Sharing the

passcode/password to a third party and/or adding the third party's data as authentication data may harm the cardholder.

5<sup>1</sup>.2.4.2 When adding a Card to Google Wallet, the Customer/Additional Cardholder shall ensure that:

5<sup>1</sup>.2.4.2.1 when using the electronic wallet, payment should be possible only using the authentication data of the cardholder (the person in whose name the card is registered in the bank);

5<sup>1</sup>.2.4.2.2 the device is accessible only to the cardholder;

5<sup>1</sup>.2.4.2.3 The password (passcode) with which it is possible to access the device and subsequently pay with the electronic wallet:

5<sup>1</sup>.2.4.2.3.1 not to share and/or make it available to third parties in any other way;

5<sup>1</sup>.2.4.2.3.2 to keep confidential;

5<sup>1</sup>.2.4.2.3.3 must be complex, which will be difficult and/or impossible to guess and/or calculate;

5<sup>1</sup>.2.4.2.4 not to leave the device unattended, including not to leave it unlocked;

5<sup>1</sup>.2.4.3 The client/additional card holder is obliged to:

5<sup>1</sup>.2.4.3.1 immediately inform the Bank about the loss and/or theft of the Google device and/or the device that supports Google Pay/Google Wallet;

5<sup>1</sup>.2.4.3.2 to immediately inform the Bank about the occurrence of suspicion, if the user believes that an unauthorized person has accessed his device and/or the card data entered in the electronic device.

5<sup>1</sup>.2.4.3.3 immediately notify the Bank of any unexpected interruption in the service of the Google device, which may give rise to suspicion;

5<sup>1</sup>.2.4.3.4 to delete the card and card-related data from Google Wallet, if it gives third parties temporary use and/or ownership of the device in which such card is added.

5<sup>1</sup>.2.4.4 Based on the information received from the client/at the client's request and/or at its own discretion (in accordance with the bank's rules and procedures), in accordance with the rules established by this agreement on card services and the requirements stipulated in this clause, the bank is authorized/obliged to block the card, additional card, card account or /and limit the ability to pay with a card added to Google Wallet if:

5<sup>1</sup>.2.4.4.1 the Bank has a reasonable suspicion of fraud, the client's request has been submitted and/or the client has informed the Bank about one of the circumstances established by clause 5<sup>1</sup>.2.4.3;

5<sup>1</sup>.2.4.4.2 the customer/additional cardholder, while using Google Wallet, violates any of the requirements/conditions established by this Agreement and the rules defined by Google;

5<sup>1</sup>.2.4.4.3 the card/additional card and/or card account will be blocked, the operation of the card/additional card will be suspended and/or their validity period will expire;

5<sup>1</sup>.2.4.4.4 a request to Google and/or the relevant payment system is submitted;

5<sup>1</sup>.2.4.4.5 the agreement signed between the bank and Google on electronic wallet service will be terminated;

5<sup>1</sup>.2.4.4.6 other cases defined by legislation will occur;

## **5<sup>1</sup>.2.5 Information Collection and Security**

5<sup>1</sup>.2.5.1 The client acknowledges and confirms that the bank is authorized to transfer to Google the personal information about the client/additional card holder stored in the bank to the extent necessary for proper use of Google Wallet, provided that the confidentiality of the transmitted information will be preserved (transmitted information may include - information about transactions, indicating the time, place, volume and other details, personal information of the user - name, surname and other identification data and other necessary information that is necessary to provide a full-fledged service). The Bank is also authorized to receive and process from Google the data to which access is necessary to provide a full-fledged service and to fulfill the requirements established

by law (information acceptable to the Bank may include - technical data of the device, scope of access, contact information, location of Internet access, IP address and other information necessary for full use of Google Pay/Google Wallet).

5<sup>1</sup>.2.5.2 The client considers and confirms that the bank is authorized to collect and process information related to the client's device (including but not limited to the used application, device, device model, device operating system, IP address, etc.) for the provision of full-value services (payments) due process and others), for the purpose of protecting the customer/additional cardholder from data loss, fraud and/or any other risks. Also, for the mentioned purposes and to the appropriate extent, the Bank is authorized to exchange information with Google, provided that the confidentiality of the information will be protected.

#### **5<sup>1</sup>.2.6 Other Terms**

5<sup>1</sup>.2.6.1 The Client acknowledges that the Bank is not responsible for the improper functioning and/or malfunction of the Google device, the device that supports Google Pay/Google Wallet and/or Google Wallet, and the Bank's obligations are limited to the information relevant to Google. by delivery, if the said malfunction is not caused by the bank;

5<sup>1</sup>.2.6.2 The Bank is not responsible for the damage/loss caused to the client using Google Wallet, if it is the result of the said client's unfair action, violation of the terms defined in this agreement and/or Google's terms and conditions.

5<sup>1</sup>.2.6.3 When paying with a card added to Google Wallet - the bank may impose additional fee(s), however, the customer considers that the service fee(s) may be charged by the customer's mobile operators (cost of SMS messages or others) and/or by Google itself which are determined independently by the bank, and the bank does not make a decision in this regard.

5<sup>1</sup>.2.6.4 The customer/additional cardholder acknowledges that, in accordance with the context, the card added to the Google e-wallet (card account(s)) and the transactions carried out with Google Wallet (including withdrawals using it at an ATM) are fully covered by the same agreement Established rules and conditions regarding bank account services and card services. In case of inconsistency between the rules established by this chapter and the rules of bank account and card services, the rules established by this chapter shall prevail.

5<sup>1</sup>.2.6.5 The customer assumes that he is familiar with the terms and conditions established by Google, as well as the privacy protection conditions available on the web pages - [https://payments.google.com/payments/apis-secure/get\\_legal\\_document?ldo=0&ldt=privacynotice&ldl=en-GB](https://payments.google.com/payments/apis-secure/get_legal_document?ldo=0&ldt=privacynotice&ldl=en-GB) .

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5<sup>1</sup>.2 provided for in this document. The new edition of the article and its subsections shall enter into force from the date of its publication.

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**Amendments set forth in the present document are effective from 15<sup>th</sup> of November 2022.**