

Trilateral agreement, as agreed upon by JSC "VTB Bank (Georgia)" and JSC "Nova Technology", according to the agreement drawn by and between the parties on September 17, 2014.

The terms and conditions herein (hereinafter "Terms & conditions") regulate three-way relationship among the bank, the company and the client with respect to disposal of money from PAYCARD accounts of the client.

1. The client as the owner of PAYCARD (hereinafter "Card"), on the basis of the terms and conditions herein acknowledges and declares to the bank and the company that the company is the representative of the client in respect of PAYCARD accounts and the will expressed by the company to the bank will be considered as declaration of the client's intent. Respectively, the company has the right on behalf of the client to submit to the bank the electronic payment order on transfers from the card customer account according to which the company will be the recipient of payment.
2. If the client initiates a payment order through the company, the bank sends a confirmation code on phone number of the client.
3. The company and the client are informed and agree that the payment order submitted by a company on behalf of the client will be executed only after the client enters a confirmation code into that software by means of which the client initiates payment (entrust the company to submit to the bank the electronic payment order on its own behalf).
4. The bank sends to the client a confirmation code on the phone number specified by the client. The client is obliged to inform the company and bank on change of phone number.
5. If the sum specified in the electronic payment order exceeds the balance on the client's account, or it is impossible to dispose funds on the account by reason of public law restrictions, the bank shall not execute an electronic order.
6. The company as the client's representative, submits to bank electronic payment orders. The order of transfer and execution of the specified instructions is contemplated by the agreement between the company and bank.
7. Payments are made only in national currency. If the sum which is available on the client's account is in foreign currency, bank carries out converting of currency in lari at a commercial rate of the bank.
8. Relationship between the client and bank in respect of bank service of the card account which aren't regulated by the present terms and conditions, is regulated by terms and conditions of bank cards service.
9. Relationship of the client and the company which aren't regulated by the present terms and conditions regarding company service of electronic accounts, are regulated by the terms and conditions available on the website of the [www.paybox.ge](http://www.paybox.ge)
10. The client is informed and agrees that the bank has the right to provide the companies information on the operations which are carried out by the client on card accounts or with use of requisites of the card (time, a place, amount, the recipient of payment, etc.).

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11. The client confirms that the electronic customer account which is available in billing system of the company is registered by him and he completely disposes the funds which are available on the account.
12. The client is informed that in the cases provided by the law, restrictions provided by the legislation of Georgia can effect with respect to electronic accounts, including collection and arrest.
13. The client expresses a consent and grants the right to the company without the client's consent to receive and process his personal information from appropriate authorities according to the law of Georgia On protection of private data.
14. The client confirms in advance that if for any reason concerning the third parties he will have a right to demand money which he paid by means of PAYCARD back due to which he received cash-back (operation of return of part of the sum paid by means of PAYCARD), he is obliged to return received cash-back in full.
15. The company has the right at occurrence of the circumstances provided by Art. 14 without prior consent of the client or the acceptance to receive liabilities of the client by the following way: in case the money is refunded by the third party cash-back shall be withheld from the balance of the electronic account without client's additional acceptance. If there is no sufficient amount on the client's electronic PAYCARD account, the company has the right to satisfy its demand towards the client from any client's account or from the positive balance which is available or may be available in future.
16. All disputes under this Agreement including those arising out of this Agreement or its accessory Agreements related to its termination or cancellation, any results arose out (including security related arrangements), issues related to authenticity and existence of arbitration clause stipulated by the present Article of plaintiff's choice shall be resolved by final and binding Arbitration Chamber of Georgia ( ID code N 205 267 389), legal competence of which the parties acknowledge without cancellation.. This Arbitration shall consider the case under the rules set by its Regulation. The case subject to its difficulty shall be considered by the Arbitration consisted of one or three arbitrators. Arbitration shall appoint arbitrators and determine their quantity. The arbitral award on juridical security of plaintiff's claim shall be subject to execution on the basis of enforcement order issued by Arbitration and do not require the juridical knowledge and enforcement.
17. The parties shall undertake an obligation to inform Arbitration about change of address or\and location, otherwise Arbitration shall send correspondence to the address stipulated in the Agreement (including notification on legal proceedings, orders, decisions , etc) and it will be deemed received (with appropriate legal consequences).
18. The bank has the right to make unilateral changes to the present terms and conditions or\and tariffs and place them on the web page.