

Agreement Executed with the Cardholder on
Terms of Using the Universal Saving Card- "Unicard"

The present terms represent an Agreement between you and "Universal Card Corporation" LLC, which is deemed as executed with you:

- By signing the application
- By making consent on the present terms electronically
- By making any type of card operation
- By making registration data in the company information/telephone center or service center
- By registering the data through electronic channel or
- By participating in any way in the encouraging games held by the Company

By executing the present Agreement you hereby confirm your will to save points by using Unicard, which will allow you to chose and receive item and/or service in return for those points.

By executing the Agreement you confirm that you have read the present terms and agree upon them.

1. Definition of terms for the purposes of using Unicard

- 1.1 **Agreement** - The present terms;
- 1.2 **Website** -electronic channel of Unicard, internet site www.unicard.ge;
- 1.3 **Mobile Application** - Unicard electronic channel for mobile phones (smartphones);
- 1.4 **Company** - owner of the card "Universal Card Corporations" LLC / Unicard, place of residence Tbilisi, Vazha-Pshavela avenue #71, 3 floor, gsn 202461406, website: www.unicard.ge; informational/telephone center phone number - (+995 32) 2 555 222;
- 1.5 **Partner Company** - contracting party to "Universal Card Corporations" LLC, individual entrepreneurial and/or legal persons, which for the purposes of saving/spending the points and according to the cardholder's will undertakes the card operations.
- 1.6 **Cardholder/Consumer** - Physical person, which is entitled to use Unicard based on the present Agreement.
- 1.7 **Registration** - submitting information by Cardholder to the Company through company's any channel.
- 1.8 **Bonus Point** - non-monetary advance unit, which is saved by the Cardholder on the point account opened in the Company - Partner Company by using the card while making any purchase or other actions, which is determined by the Company in advance.
- 1.9 **Card** - plastic or virtual card emitted by the Company for using and accounting the points.
- 1.10 **Main Card** - plastic or virtual card emitted by the Company and which represents mean for using and accounting the points; only owner of the Main Card is entitled exchange the saved points for the relevant goods and/or services after undertaking the relevant registration in the company data base.
- 1.11 **Additional Card** - plastic or main card, which is acting along with the Main Card, however, it is only an instrument for saving and accounting the relevant amount of points.

- 1.12 **Virtual Card** - electronic Main or Additional Card emitted by the Company through electronic channels.
- 1.13 **Excerpt** - information on card holder(s) points' account regarding the card operations undertaken during the certain period of time and remaining amounts
- 1.14 **Card Operation** - process of saving, accounting and spending the points.
- 1.15 **Blocking the Card** - suspension of the card action;
- 1.16 **Account** - account opened in the Company for the Cardholder, which shall reflect accounting of saved points and their usage.
- 1.17 **Active Account** - point account, which is undertaken systematically on the Unicard card operations. Active account is effective for indefinite period of time.
- 1.18 **Passive Account** - point account, which was not subjected to any card operations undertaken by the Cardholder(s) within 24 (twenty-four) months after last card operations was conducted.
- 1.19 **Single Code** - single password used for identification and safety means via electronic or remote channels; this code, in the form of SMS, is sent to the Cardholder from the Company to the telephone number registered in the Company.
- 1.20 **Order Unique Code** - code, which is generating while making order of item and/or the services listed in the catalogue and is used while issuing items/services.
- 1.21 **Catalogue** - list of the items and/or the services represented in the electronic channels and/or in printed form
- 1.22 **Suspicious Operations** - card operation, which as a result of evaluating specific cases and circumstances, may be considered by the issuer and/or by the partner company as not sanctioned operation.

2. General Rules

- 2.1 Unicard represents the Company's property and is effective for indefinite period of time.
- 2.2 Card does not have a banking financial debit or credit status.
- 2.3 Main Card Holder may be only physical person above age of 18, as for the Additional Card Holder - it may be only physical person above age 12.
- 2.4 Unicard may be Main and as well as additional. On the Unicard unique account, along with 1 (one) main card - 4 (four) additional plastic cards may be issued and the same amount of the virtual cards.
- 2.5 Holder of the Main Card is entitled to choose Additional Card Holder and is obliged to make him/her aware of the present terms. Recipient of the Additional Card declares his/her consent on the present terms.
- 2.6 The Cardholder shall, during data registration process, submit to the Company contact information, personal data, sphere of interest and other types of information, which shall be used for special offers, terms, commercial privileges offered by the Company; and in case of service rendering by the Company and its partner company, this information is used as a mean of identification and card operation safety.
- 2.7 Cardholder's data registration is possible in the Company service center, in information/telephone center (+995 32 2555 222), through company's website and telephone application. For data registration process it is important that the card subjected to registration conducted at least one point saving operation by the Cardholder.
- 2.8 Usage of the saved points in any way (ordering the items and services indicated in the catalogue, receipt of a detailed information on spent points, also any news on catalogue, updated on the partner companies and etc.) is possible only for cardholder registered in the company's data-base.

2.9 By declaring his/her consent on the present Agreement, the Cardholder also consents that information provided by her/him during registration is accurate and authentic.

2.10 The Company shall immediately be notified on any changes in data of the Main and Additional Card Holder (telephone (cellphone, landline), address, name, surname, e-mail address). The Company is not responsible for any unwilling result, including unsanctioned spent of saved points by third party, if such result is caused by inaccurate information and/or failing to provide the Company with amended information.

2.11 The Company is entitled to terminate point saving/spending account and/or refuse to fulfill order made by the Cardholder in accordance with the catalogue, before specifying cardholder's information, if the Company any way becomes aware of such data amendment, and the Company gained such information apart from the Cardholder.

2.12 The Main Cardholder is entitled to terminate the present Agreement anytime and/or abolish the additional card(s) based on the prior written notice sent to the Company. Termination of the Agreement means termination of the Main and Additional cards' effect and cancellation of the points placed on the card upon termination date. Holder of the Additional card is entitled to cancel the Additional card base on prior written notice sent to the Company.

2.13 Alienation (sell, transfer to third party, pledge) of the Unicard main and additional cards is not allowed.

2.14 Change of the card's statuses (registration of the Main card as an Additional and *vice versa*) is allowed only for family members of the Main Card Holder. For the purposes of the present Article, family member means spouse - of registered marriage, parent (mother, father), adult, child. Reregistration of the Main and Additional card is also possible in case of inheritance of such card.

2.15 The Cardholder is obliged to notify the company in case of loss, theft or damage of card through information/telephone center number 1 555 222, or though Unicard service center in order to avoid unsanctioned spending of the points placed on Card.

2.16 In case the cards are exchanged/mixed between the Cardholders accidentally or intentionally, causing damage due to unsanctioned usage of a card by third parties, the Company shall not be held responsible for such damage.

2.17 Information on saved points is accessible by the Cardholder upon request made in service centers, information/telephone center, on company's website, via SMS and mobile applications.

2.18 In case the Cardholder does not agree on the amount of the saved points, he/shall be entitled to, within 2 weeks after card operation, apply the Company and submit the relevant bill for clarifying the matter, otherwise the silence will be considered as consent.

2.19 During registration of Unicard in the electronic channels the Cardholder is entitled to receive special code for opening the personal webpage. Cardholder may receive this password via single password.

2.20 Username and password garneted by the consumer after registration are confidential and its disclosure or transfer to third parties is forbidden. The Consumer himself/herself is responsible for safety of the username and password. In case of loss or transfer of the card or in case of theft, the consumer shall be responsible for any unwilling outcome.

2.21 The Cardholder is obliged to protect plastic and virtual card usage safety norms, including do not transfer Unicard, mobile application code, consumer's username and password, safety single code and etc. to third parties. In case the mobile application is left open or usage of the pin code, the company shall not be held responsible for the outcome.

2.22 In order to ensure safety in the trade objects after carrying out the point spending operation the Main Cardholder will receive SMS to the phone mummer registered in the Unicard system. In case the consumer does not agree on the conducted card operation, he/she is obliged to, immediately, contact information/telephone and/or service centers of Unicard in order to clarify the transaction status.

2.23 The Company is entitled, during the technical obstacles or force majeure events temporarily suspend services until such circumstances are eliminated.

2.24 The present terms may be amended unilaterally by the Company, and such amendment will automatically apply the Main as well as Additional Card Holder(s). Information on such changes shall be placed on the company's web page.

3. Saving the Points

3.1 For the purposes of point saving and accounting, Main as well as additional card of Unicard are emitted by "Active" status - saving the points by the Cardholder is possible upon receipt of the Card.

3.2 In order to save points in the trade/service object of the partner company, during obtaining items/services, the Cardholder shall provide the person undertaking the accounting (cashier, operator or other authorized person) with the card. Person undertaking the accounting shall fix the card into the special equipment under the rules existing in the partner company.

3.3 In order to save points through electronic channels the Cardholder shall, during registration or payment process, indicate the card number and/or username and password.

3.4 Registration of the points saved by the Cardholder in the card shall be conducted instantly, after the partner company issues information to the Company regarding the conducted card operation.

3.5 Registration of the saved points on the Cardholders' account shall be conducted up to tenth's accuracy.

3.6 The Company is entitled to transfer the points on the Cardholder's account, within the amount and periods determined by the Company itself, in case the Cardholder complies with condition precedents determined by the Company.

3.7 The Points will not be saved:

- If the Card is not submitted and card operation is not conducted in the trade/service object during purchase;
- In case the card number or any identification mean are not accurate, while conducting the card operation.
- In case, during any activities exercised by the Company, the cardholder fails to fulfill any terms determined in advance by the Company and its partner company, in case suspicious operations conducted by the Company or the Partner Company are detected.
- In case the Agreement between the Company and the Partner Company is terminated (saved amounts remain unchanged from the termination date.)

4. Spending the Points

4.1 Saved points may be used for purchasing the items/services listed in the Company catalogue or placed in the trade objects of the partner company as they have been determined in advance.

4.2 While ordering the item/services by the Main Cardholder, amount of the saved points indicated in his/her account shall be in compliance with the value indicated/determined in the catalogue or with the value indicated/determined in the item/service points of the partner Company.

4.3 In case of discrepancy between the information indicated in the printed catalogue and in electronic channels, information spread through electronic channels shall prevail.

4.4 In the item or service purchase moment, points equivalent to their value will be blocked on the Cardholder's account. The chosen item shall be transferred and/or the service will be rendered to the Main Card Holder or to his/her authorized representative (except for the cases, when there

is specific term with regards to the item or service located in the catalogue), after what the equivalent of the blocked points will be written off from the Cardholder's amount.

4.5 Terms of receipt of the specific item/service is determined individually, detailed information is located in the Unicard electronic channels, also information may be received in information/telephone and service centers.

4.6 Item or service may be issued by the Company after their accessibility is confirmed and based on submission by the Main Cardholder or his/her authorized person of the ID document and order unique code. Order unique code will be transferred to the Main Card Holder during the order placement process by the Company in accordance with the data indicated by the Cardholder in the Company data base.

4.7 Item or Service may ordered from electronic channels, from service and information/telephone centers.

4.8 Partner Company's trade objects, where the points can be used directly, may change. Information on such objects is placed in the company's electronic channel. The Main Card Holder is entitled to, in the partner company's relevant object, chose the relevant item/service with the equivalent amount of the saved points.

4.9 Amount, which is equivalent to the saved points - saved by the Cardholder, may be different in the partner company/may be converted differently. Information on point equivalency is accessible in the Company's information/telephone or service centers, with trade objects cashier after submitting the Unicard and answering the control question.

4.10 It is not allowed to request money in return for the saved points.

5. Writing off the Saved Points

5.1 Writing off the points:

- a. Upon receipt of the item/service by the Cardholder in accordance with the point amount indicated in the catalogue
- b. In accordance with the item value equivalent points under paragraph 4.8.
- c. In case there was a mistake during point saving process;
- d. In case suspicious operation was detected during the point saving process;
- e. In case when purchase operation is cancelled by the Cardholder or the Partner Company (return of the purchase item), which represented ground for point saving.
- f. In case the Main Cardholder or his/her authorized person cancels the order under paragraph 7.9. of the present terms.
- j. In other cases determined by applicable Georgian legislation.

6. Writing off the Points from Passive Account

6.1 The points shall be written off from the passive account on which no card operation has been undertaken by the Main and/or additional Cardholder within 24 (twenty four) months from last card operation dated.

6.2 Information on expected writing off shall be sent to the Cardholder in a form of SMS and to the telephone number indicated/registered in the Company's data-base.

7. Important Information

7.1 If the Consumer received Unicard from Company's any spreading channel without filling/signing the application, it is necessary to conduct minimum one saving transaction before commencement of data registration. During the data registration process through any of the company's channel, for the consumer's specific identification purposes, details of very last point saving operation will be required (time, place, amount);

7.2 In case the company holds promotions game, data received from the consumer for such lottery means - equals to due application submitted to the Company for receiving the card.

7.3 The company is not responsible for suspending the Unicard operation or decreasing the saved point due to the partner company's announced sales or other promotions.

7.4 Amount of the saved points may be changed in different trade objects.

7.5 Promises made by the partner company does not oblige the Company, therefore, the company shall not be held responsible for such terms.

7.6 It is possible that while ordering the relevant item by the Cardholder, supply of such item or service indicated in the catalogue runs out. In such cases the Cardholder is uniquely entitled to chose other item and/or service considering the saved points located on balance, and cancel old order.

7.7 In case the item chosen in the catalogue was delivered to the address indicted by the Cardholder and was received by third party, such delivery will be effective and accordingly will be considered that the item was delivered to the Main Card Holder.

7.8 Any notification sent to the Cardholder via any of the Company's channel (SMS, e-mail, service center, information/telephone center, website, mobile applications and other) shall be considered as effectively delivered in accordance with the required form, furnished in writing and delivered, accordingly, for the addressee it will cause the same legal consequences as any notification furnished on paper in compliance with the form required by the law.

7.9 If within 30 (thirty) calendar days after order of item/service is places the Cardholder does not receives any item/service, or receipt was not exercised on the address indicated by the Cardholder, the Company shall be entitled to cancel the order unilaterally and write off from the Cardholder's account 10 - (ten) penalty points, as for the remaining difference between the points it shall be returned to the Cardholder.

7.10 It is possible to receive items ordered in the Unicard catalogue via three channels: 1) Unicard service center; 2) by delivering to the address indicated by the Cardholder while ordering the item or to the address registered in the Unicard base; 3) from the Partner Company object, by submitting the order code, which shall be sent to the Main Card Holder to the mobile phone number registered in the Company. Terms of delivery per each item are indicated in the electronic catalogue in the item specification field.

8. Confidentiality, Direct Marketing and other Terms

8.1 In order to improve/simplify service quality provided by the company to its consumer, also develop/implement new projects, hold different promotions with the Partner companies and/or marketing reasons, the Company is entitled to provide the Partner Company/Companies with certain data(s)/certain segment of the Cardholder (including personal data), any statistic data furnished within the scope of "Universal Card Corporation" project(s), field of interest of the consumer and/or segment data - to partner Company/Companies and the Consumer, by executing the present Agreement, consents on it unconditionally.

8.2 By executing the present Agreement the Consumer grants the company right to request and receive information on the consumer/Cardholder. Such information may be requested and received upon the Company's own discretions at any time and in any volume, from any source (including from credit info Georgia); also, such information includes personal data, bank information and etc. The information mentioned above are needed for planning, holding-organizing new promotions, improving the service quality, executing new projects, also for comparing, using within the business scope, for analyzing, keeping and/or fulfilling the contractual obligation and within the scope of the Company's activities and other reasons.

8.3 The Consumer is aware of and gives consent to the term that in case of using the services provided by the Company, the Company is entitled to process confidential information provided

by the Consumer (including personal data), which without any limitations includes any action undertaken via automatic and semi-automatic means with regards to the data, namely, collection, record, reflection on the photos, audio record, video record, organizing, keeping, amending, restoring requesting, using or disclosing via transfer of such data, spreading or using other means for making such information accessible, grouping or combining, blocking, deleting or destroying; processing information by the company in the electronic channels (website, mobile application and/or other data transfer technical means) also includes recording of the consumer's activities (for example - identification of the consumer's location via electronic channel usage, description and analyze the data determined in the searching field, recording and analyzing any information existing on the webpage and/or any other statistic information) and/or other information indicated by the consumer (ex. contact information of the consumer or any other third party).

8.4 The consumer grants the Company authority, to send SMS, voice and/or other types of advertisement/marketing messages, letters to the consumer's telephone number, e-mail address as determined by the Consumer in his/her card application for registration in the Unicard system. Such notifications may be sent periodically as determined by the Company until the consumer instructs otherwise.

8.5 The consumer is entitled to request the Company to stop using SMSs for its marketing purposes (sending SMSs regarding advertisement/information, promotions and other news) via the following means: mobile phone. Namely, by sending SMS texts - "SMS OFF" by Geocell and Beeline consumers to the following number 5552, and for Magti consumers to the phone number - 95552. Service also may be turned off via company's information/telephone centers (+995 32 2555222) and service centers.

8.6 The Company will not be responsible for unwilling results caused by indication of wrong/inaccurate SMS content and/or operator. The consumer is entitled to double check information on automatic turn off with information/telephone center operator on the following phone number: +(995 32) 2 555 222.

9. Copyright

9.1 The Consumer consents on usage of information indicated by him/her in the company's web-page, mobile application and other electronic channels (printed, audio and/or visual) if such information does not represent personal information of the consumer, shall be considered as company's ownership and upon placement of the mentioned information the Company receives copyright and property right over such information.

9.2 Name/title "Unicard" represent company's trade mark/service mark; all material located in the company's webpage, including: software, pictures, graphics, photos, animations, video material, video advertisement/clips, music, audio material, tests (certain or total intellectual ownership right) are under the Company's or partner company 's ownership and right for their usage is protected by the copyright in the intellectual property field. The consumer is not entitled to use material and trademarks and the consumer shall not use them without prior written consent issued by the Company or the Partner Company (in case when the Partner Company owns the copyright over the located material).

10. Unilateral termination by the Company:

10.1 In case the Main or Additional card holder fails to fulfill the present terms, deliberately provides the Company with inaccurate information and/or unreasonably uses the card and rights related to such card;

10.2 In other cases determined by Georgian legislation.

11. Confidentiality Policy

The Confidentiality Policy unifies the rules which are collected by Unicard on the Consumers of the Website and used on the following webpage: <http://unicard.ge> . The Policy includes any page of the webpage.

Personal Identification Information

We may obtain Consumer's personal identification information by other means, including when the Consumer visits our Website through registration, subscription and other services.

Non-personal Identification Information

We may also obtain non-personal identification information on the visitors of our Website, which includes type of a browser, operation system, information received from internet providers, activities carried out on our Website, e.g. which pages you have visited, what you have added to your shopping bag and other technical details.

Opt-out

Our Website may use "cookies" in order to improve the quality of interaction with the Consumer. Consumer's browser will locate cookies to the hard drive. The Consumer may adjust the parameters of the browser in order to avoid locating the cookies or to receive a signal when the data is sent. However, if you adjust the parameters, you may not be able to use some functions of the Website.

How We Use Collected Information

Unicard collects the personal information of the Consumers for the following purposes:

- To improve the service- the information provided by you helps us to meet your demands and provide the support more efficiently;
- To consider the personal experience of the Consumers;
- To improve our Website;
- To conduct advertising activities in order to enable you to receive the information on interesting topics.

Advertisement

Advertisements regarding our Website may be provided to the Consumers through our advertising partners. Webpage of Unicard obtains the browser information (cookies, tracking pixels, IP address, types of devices and other similar technologies), with which the support of the third parties may be used for the improvement of the quality of advertising information on other websites. You may check your browser's status on the following link: networkadvertising.org/choices/#completed. Also see the link: www.aboutads.info. The information provided to the third parties through our Webpage shall be protected to the extent as it is protected in Georgia and shall be used solely within the scope of the services provided by us.

Consent to Terms

By using this Website you declare your consent to these terms. If you have any questions regarding the terms of the Website, please contact us on the following number: (+995 32) 2 555 222.