

Service Terms and Condition  
of Digital Platform LLC (Bitcredit)

Version 1.0

## 1. Introduction

1.1 The following general terms and conditions (hereinafter "Terms") apply to Digital Platform LLC (hereinafter referred to as "Bitcredit", "we", "our") website, platform, its branches or partners (hereinafter collectively "Platform") and Bitcredit's products and services (hereinafter collectively "Service").

1.2 Any Customer of the Platform, including employees, agents, subsidiaries, owners, partners, or any other entity associated with this Customer who is or is considering registration, is referred to as "Customer" or "Customer".

1.3 By using the Platform, you agree to the terms below.

1.4 Due to the volatile nature of virtual assets and the variability of interpretations in the virtual currency market, Bitcredit reserves the right to change, add or delete parts of these terms at any time without additional Customer consent, in accordance with Georgian legislation. It is the Customer's responsibility to periodically check these terms and changes which are available on Bitcredit.ge.

1.5 Since the Customer wishes to open a personal account on the platform operated by Bitcredit and receive Bitcredit services, the Parties agree to enter into an agreement on the basis of which Bitcredit services will be offered and provided to the Customer. Accordingly, for the purpose of long-term provision of the aforementioned services, the agreement remains in force until the legal relationship between the Parties is terminated. To terminate the legal relationship, the Parties must terminate the agreement by independent mutual consent.

1.6 Bitcredit is not responsible for the accuracy of the information content provided on the website, despite our great efforts to provide you with reliable information. This does not constitute confirmation and guarantee that the information indicated on the website is accurate, reliable, and suitable for any use. Any information on the Bitcredit website is provided on an "As is" basis. Accordingly, the use of any information on the website is entirely at the Customer's own risk, and Bitcredit is not responsible for any damage caused by the use of information published on the website. This disclaimer does not apply to the constituent parts of the agreement posted on the Bitcredit website.

1.7 The information on the website does not constitute a promise of service/product or any basis for Bitcredit to be bound by any type of contractual relationship.

1.8 Bitcredit and its respective employees are not responsible for any consequences, including direct, indirect, special, accidental, causal, non-contractual damages caused by using the information provided on the website.

Bitcredit is not liable for any kind of damage or loss caused by using the website, even in cases of technical malfunction, defect, operation cancellation/suspension, computer virus, or system failure.

1.9 The availability of content presented on the website may depend on search system functions and limitations. Bitcredit assumes no responsibility for cases where certain components of the website are not accessible to you.

## **2. Terms and definitions used in the terms and conditions**

The terms and definitions used in these terms and conditions and their annexes and other documents executed by the Parties in connection with the fulfillment of these terms have the meanings defined below, except where clearly otherwise indicated by the context of the document:

2.1 Lending Entity - "Digital Platform" LLC (hereinafter referred to as "Bitcredit", "we", "our") a limited liability company established under Georgian legislation, ID code: 405449625, registered address: Georgia, Tbilisi, Vake district, Ilia Chavchavadze Ave., N29, a lending entity (financial institution) registered by the National Bank with registration number sgs-0120268, which issues virtual asset-secured loans in national or foreign currency through remote electronic channels, based on platform rules;

2.2 Branch of Lending Entity - a structural subdivision of the lending entity where the activities of the lending entity or part thereof are directly carried out (if any);

2.3 Loan - a loan secured by virtual assets.

2.4 Virtual asset - a digital expression of value that is interchangeable and not unique, represents a subject of digital transmission or trading, and is used for investment and/or payment purposes. Virtual asset does not include digital expressions of monetary funds, securities, and other financial instruments;

2.5 Blocked Assets - means any and all virtual assets placed on the "Virtual Assets Account", as well as any benefits generated on the "Virtual Assets Account" in relation to the respective virtual assets during the blocking period;

2.6 Customer or Customer - a natural or legal person receiving or intending to receive a financial product, as well as an organizational entity provided for by Georgian legislation that is not a legal entity, except for a financial organization;

2.7 Operation/Execution of operation - any action carried out by a financial organization when providing a financial product to a customer in accordance with its internal procedures and rules established by legislation;

2.8 "Account" means an account opened by the "Customer" with the "Account Provider";

2.9 Application - A written form owned by Bitcredit or a form placed in any remote service channel(s) which, among other data, contains an indication about Bitcredit services and whose completion and confirmation represents the Customer's acceptance of services, which requires, without any limitation, entering into an agreement, consent to these terms in accordance with the rules established by these terms;

2.10 Remote Service - A collection of Bitcredit services that the Customer can receive using remote service channels;

2.11 Remote Service Channel - Bitcredit website, mobile application and/or any other Bitcredit channel through which the Customer can receive specified services without physically visiting a Bitcredit office.

2.12. Consent - When opening a Customer's personal account through Bitcredit remote service channel(s) or any other Bitcredit channel, the Customer enters a one-time password sent to their mobile number or other unique access code required by Bitcredit (OTP), which confirms that the Customer has reviewed these terms, agreed to them, and signed the agreement;

2.13 Legislation - Current legislative and subordinate normative acts of Georgia and international treaties and agreements included in the Georgian normative act system;

2.14. Default Event - Any breach of obligations by the "Customer" under the "Loan Agreement" and other existing agreements between the Parties; reduction of "Blocked Assets" value below the [●] LTV threshold (loan amount ratio to "Blocked Assets" price), which is specifically determined by the loan agreement to be concluded with the Customer.

2.15 Enforcement Notice - Sending a notice requesting the realization of "Blocked Assets".

Material Adverse Effect - means any event that may have a negative impact on:

(a) The "Customer's" ability to fulfill any of their obligations under this "Agreement" and/or "Loan Agreement";

(b) Bitcredit's rights and legal remedies related to blocking;

(c) The legality, validity, enforceability and binding force of this "Agreement" or the rights, legal remedies and advantages granted to Bitcredit under it;

(d) The value of "Blocked Assets";

2.16 **Loan Agreement** - agreement concluded between the Customer and Bitcredit.

2.17 **Secured Obligations** - means the "Customer's" obligation to pay/reimburse the principal amount, interest, penalty, commission, expenses, damages or any other payable amount provided for in the "Loan Agreement" that arises from or is related to the "Loan Agreement"; also any expenses that Bitcredit may incur during the realization of "Blocked Assets" or enforcement of the "Agreement";

2.18 **Customer or Customer** - a legal entity or natural person who meets the requirements provided by the terms and who grants Bitcredit unconditional right to process Customer's personal data (including, without limitation, universal identifiers), receive them from third Parties and transfer them to third Parties within the terms established in Article 14 of these terms;

2.19 **Bitcredit Website** - website [www.Bitcredit.ge](http://www.Bitcredit.ge) (remote service channel), through which the Customer has the opportunity to receive services including filling out an application, familiarize themselves with the agreement, terms and carry out other actions permitted by Bitcredit;

2.20. **Bitcredit Customer Service Center** - Bitcredit customer service point, which Customers can contact by phone at +995 322 420 000 and/or by sending an email to: [support@Bitcredit.ge](mailto:support@Bitcredit.ge);

2.21. **Bitcredit Partner Company** - any company including JSC "EMoney Georgia", LLC New Digital Technologies, which is involved in Bitcredit remote service channel(s) and/or provides joint services to Customers;

2.17 **Bitcredit Platform** - platform operated by Bitcredit, which without any limitation includes Bitcredit website and/or all other available alternative channels;

2.22. **Services** - services requested by the Customer through application/order, which without any limitation includes issuing loans secured by virtual assets.

2.23. **Current Debt** - any monetary or other type of obligation to be fulfilled by the Customer towards Bitcredit at a specific time period;

2.24. **Mobile Application** - Bitcredit and/or its partner company's mobile application (remote service channel), through which it is possible to provide services to the Customer;

2.25. **Party** - Bitcredit or Customer/Customer;

2.26. **Parties** - Bitcredit and Customer/Customer jointly;

2.27. **Operation** - any operation related to personal account and/or services performed by the Customer, including using PIN or other access code(s);

2.28. **Terms** - these terms that constitute an integral part of the agreement;

2.29. Universal Identifiers - combination of data provided by Bitcredit to the Customer, which the Customer uses to register in the central identification system and which enables them to use various remote services and/or remote service channels;

2.30. Centralized Remote Service - that part of services/remote service channel(s) included in remote services, which is accessed centrally using universal identifiers registered by the Customer in the centralized identification system;

2.29. Centralized identification system - a system that registers the Customer's authorization method and universal Customer identifiers, which the Customer will use to access various Bitcredit remote services and/or remote service channels;

2.30. Access code(s) - codes, passwords, Customer name, identification code, universal identifiers and/or other types of confidential information that Bitcredit may provide to the Customer for secure access to various services (including, without limitation, remote services);

2.31. Agreement - General Agreement between the Customer and Bitcredit, which includes, without any limitations, consent, these terms and its annexes;

2.32. "Termination" of the agreement also means the normal expiration of the agreement;

2.33. Words "including," "for example," or "such as" do not limit the meaning of the respective word only to the meaning of the words following these terms;

2.34. A word used in singular includes the same meaning in plural, and vice versa.

### **3. Rights and Obligations of the Parties**

3. Bitcredit is obligated to:

3.1.1. Issue a loan based on the relevant application submitted by the Customer to Bitcredit, after satisfying the loan conditions and confirming the virtual asset collateral,

3.1.2. Ensure timely provision of accurate, comprehensible, and complete information necessary for decision-making that is previously known and available to the Customer regarding the financial product terms, including in agreements to be signed/signed with the Customer. Bitcredit must provide information to the Customer before signing the contract when offering the product through any channel, which does not push the Customer towards making decisions regarding the product acquisition, use, and/or termination that they would not make if they had accurate and complete information.

3.1.3 In case of loan rejection, Bitcredit must ensure that the Customer is informed about it.

3.2 Bitcredit is authorized to:

3.2.1. Bitcredit has the right to initiate the realization of "Blocked Assets" in case of default.

3.2.2. Bitcredit is obligated to notify the Customer, give them an additional 2 (two) week period to fulfill the obligation, and inform them that otherwise, enforcement procedures provided for in the "Agreement" will begin. The right to liquidate "Blocked Assets" arises only after the unsuccessful expiration of this period.

3.2.3. If there is a decrease in the value of "Blocked Assets" (the ratio of loan amount to the price of "Blocked Assets") below another specific indicator provided for in the loan agreement. Bitcredit's right to initiate the liquidation of "Blocked Assets" arises specifically in this case, where Bitcredit will immediately contact the "Customer" at their known email address and set a deadline for providing alternative collateral that will have an acceptable value for the lending entity. In case the "Customer" fails to provide alternative virtual assets within the specified period, the lending entity is authorized to initiate an "Enforcement Notice" and ensure the liquidation of "Blocked Assets" in accordance with the Customer's pre-declared consent. Detailed terms are defined according to the loan agreement.

3.2.4. At any time after the occurrence of a "Default Event", Bitcredit, at its sole discretion, has the right to exercise any rights defined by applicable law and recover amounts it is entitled to receive under this "Agreement" and "Loan Agreement", for which it does not need:

- (a) A legally binding decision from the relevant dispute resolution body against the "Customer";
- (b) Receipt of an enforcement order or other court document defining its rights related to enforcement.

3.2.5. The "Customer" is obligated not to appeal or otherwise interfere with Bitcredit's process of realizing the "Blocked Assets".

3.2.6. When the "Blocked Assets" are fully realized and the recovered amounts are transferred to the lender's account, it is impermissible to write off, pay, or offset any "Customer" debt to any third Party at the expense of "Blocked Assets", except for imperative restrictions provided by Georgian legislation, which includes (but is not limited to) court-imposed seizures and others that may arise during the period of this agreement.

3.2.7. In case of realization of "Blocked Assets", the funds received through enforcement must be used to satisfy the "Secured Obligations".

3.2.8. In case of realization of "Blocked Assets", the proceeds received from sale/exchange shall be used to (a) cover all expenses related to realization, including commissions (if any) and (b) satisfy "Secured Obligations" in accordance with the provisions of the "Agreement" and "Loan Agreement".

3.2.9. If the amount received by Bitcredit from the realization of "Blocked Assets" is not sufficient to fully satisfy the "Secured Obligations", the lender's claim against the "Customer" shall terminate and they will not be able to claim against other property of the "Customer".

3.2.10. If the proceeds from realization exceed the "Secured Obligations" and expenses, immediately after crediting the realized amount to the lender's account (which must be freely available funds), the "Customer" shall be returned the amount remaining after full coverage of "Secured Obligations" and "Expenses". The return of funds will be made by transferring to any settlement account specified by the "Customer".

### **3.3. The Customer is obligated to:**

3.3.1. The "Customer" undertakes the obligation that:

3.3.2. They will immediately notify Bitcredit about any seizure or other legal proceedings that have started or may start in relation to "Blocked Assets," or about other significant circumstances that may have a "Materially Adverse Effect" on the "Blocked Assets";

3.3.3. They will notify the lending entity about any circumstances that may have a "Materially Adverse Effect" on the validity and enforceability of this "Agreement," or on the rights acquired by the lending entity;

3.3.4. Upon request and in appropriate form, they will provide Bitcredit with all certificates, statements, and any other such documents confirming possession and ownership rights of the "Blocked Assets";

3.3.5. In case changes or additions are made to Georgian legislation that would affect this "Agreement" in any way, they will sign any amendment to this "Agreement" or a separate agreement, in a form acceptable to Bitcredit, to maintain the spirit and commercial purpose as much as possible;

3.3.6. They shall, at their own expense, provide protection against all claims/pretensions that will be directed against the ownership and property rights of the "Blocked Assets," as well as against the priority rights having legal force over the "Blocked Assets";

3.3.7. They will not sell, gift, exchange, or otherwise dispose of or encumber the "Blocked Assets," which, without any limitation, includes granting priority purchase, pledge, or disposal rights without the prior written consent of the lending entity.

3.3.8. The "Customer's" obligations are in force from the date of signing this "Agreement" until the full and unconditional satisfaction of the "Secured Obligations."

### **3.4. The Customer is entitled to:**

3.4.1 Familiarize themselves with the terms of the agreement, which means that the Customer will review the terms of the individually generated agreement (in PDF format) that can be downloaded,

consent will be implemented through individual electronic confirmation, and these consents will be logged, which will be identifiable separately according to specific Customers, this agreement will be available in the Customer's individual cabinet (in accordance with the current legislation of Georgia, "Rules for Protection of Consumer Rights when Financial Organizations Provide Services" and Order N 32/04 of March 9, 2021, of the President of the National Bank of Georgia on "Rules for Protection of Consumer Rights when Financial Organizations Provide Services");

3.4.2. Receive a statement;

3.4.3 Perform early loan closure - which means closing the loan before the term, during which the existing obligation at the time of loan closure is covered - loan interest and loan principal without commission.

3.4.5. Submit complaints (if any).

#### **4. Statements and Warranties**

4.1. By consent, the Customer confirms that:

4.1.1. For the purpose of providing true, correct and reliable information regarding "Blocked Assets", the "Customer" declares and guarantees to Bitcredit that:

4.1.2. They are a natural person with proper legal capacity [or a company established under relevant legislation] and have the legal capacity necessary to enter into and perform this "Agreement";

4.1.3. They are the sole legal and beneficial owner of the "Blocked Assets". The "Customer" has acquired the "Blocked Assets" in full compliance with Georgian legislation;

4.1.4. The "Blocked Assets" are free from any restrictions, obligations or conditions or any other third-Party rights which, upon reasonable assessment, may have a "Materially Adverse Effect". The "Blocked Assets" are free from any legal defects and the "Customer" is not Party to any tax claims or disputes;

4.1.5. The validity and enforceability of the "Agreement" to be concluded/concluded between the Parties is not dependent on, and its proper conclusion or performance by the "Customer" does not require the consent of any third Party, and if such consent is required, they have been properly obtained;

4.1.6. It has not entered into any agreement or transaction that would create any encumbrance in relation to the "Blocked Assets" and which would have binding force at the date of signing the "Agreement" between the Parties or at any time after its conclusion;

4.1.7. It timely and properly fulfills any and all obligations that it may have from time to time under any agreement with a third Party and which may have a significant impact or "Materially Adverse Effect" on its rights in relation to the "Blocked Assets";

4.1.8. Neither the "Blocked Assets", nor any part thereof, nor any right on or related to it is subject to any dispute and no court, arbitration or similar proceedings are expected in relation to it.

## 5. Opening a Personal Account

5.1. To use Bitcredit services, the Customer must first open a personal account by registering their personal data on the Bitcredit website or through other channels (including, without limitation, using remote service channel(s)). During the registration process, the Customer must agree to these terms and Bitcredit's privacy and security conditions. The Customer must print and keep a copy of these terms for future reference.

5.2. The Customer is authorized to open a personal account only if it is permitted by the legislation of the Customer's country of residence. By opening a personal account, the Customer declares and guarantees that by opening a personal account, the Customer does not violate any laws or regulations. The Customer is obligated to protect Bitcredit's interests and compensate Bitcredit for all damages incurred as a result of the Customer's violation of the requirements provided in this clause;

5.3. The information provided by the Customer during the registration process and subsequently at any time must be accurate and correspond to the truth;

## 6. Use of Personal Account

6.1. The Customer is obligated to ensure the accuracy of information in their personal account and its updates. Bitcredit will not be responsible for any damages caused by the Customer's failure to fulfill this obligation. Bitcredit reserves the right to request confirmation of information accuracy or submission of documents or other evidence from the Customer at any time;

## 7. General Terms for Remote Services and Remote Service Channel(s)

7.1. The Customer acquires the right to use remote services immediately upon registration in the centralized identification system. Additionally:

7.1.1. The right to use remote services is automatically granted to the Customer upon opening a personal account, and this right is activated by transferring an access code;

7.1.2. The right to use remote services is activated by the Customer using universal identifiers;

7.2. The Customer is responsible for all tasks that s/he issue after going through Bitcredit's special security procedures, until they terminate the use of remote services.

7.3. To protect the interests of the Customer and/or its own interests, Bitcredit may suspend or restrict the Customer's use of remote service/remote service channel(s) or part thereof. Bitcredit will send a notification to the Customer about this at the first opportunity. Bitcredit may also terminate remote service/remote service channel(s) or part thereof at any time;

7.4. The Customer authorizes Bitcredit to carry out all oral or electronic instructions that the Customer gives (or appears to have given) through the Remote Service Channel(s);

7.5. Bitcredit shall not be considered to be in breach of the Terms and shall not be liable for any damages when:

7.5.1. The Remote Service (or part thereof) cannot be performed due to reasons beyond Bitcredit's control;

7.5.2. Customer's security details (specifically, access codes) have been used without authorization, except in cases where such unauthorized use was caused by Bitcredit's gross negligence, carelessness, or intentional fault;

7.5.3. One of Bitcredit's main objectives is the security of its digital infrastructure and/or servers, and its commercially and operationally important information is stored on servers administered by Amazon and/or similar trusted companies of comparable scale in Europe and North America.

7.6. Bitcredit may change the conditions described herein, as well as the provisions in the relevant annexes or clauses of the terms, at any time to align them with market conditions, new rules established by Bitcredit, and relevant legislation;

7.7. Registration of universal identifiers required for using centralized remote services in the centralized identification system, as well as receiving and recovering Customername and password, replacement of mobile phone number, can be carried out by the Customer using remote service channel(s) or other channels;

7.8 Document SMS code confirmation terms:

7.8.1. According to established procedures, Bitcredit is authorized to offer the Customer confirmation of any document (including contracts) offered by Bitcredit within any operation, task and/or other service (hereinafter jointly referred to as SMS code verification document for the purposes of this clause) using SMS code instead of the Customer's physical signature, in accordance with the conditions defined in this clause.

7.8.2. Bitcredit determines the list/types of documents requiring SMS code confirmation at its own discretion.

7.8.3. Bitcredit will send to the Customer's designated/predetermined financial number or/and other mobile phone number: (a) the relevant SMS code; and (b) the data of the document requiring confirmation with the respective SMS code, the content and form of which is determined by Bitcredit at its own discretion.

7.8.4. By providing the SMS code to Bitcredit (the Customer will provide the SMS code verbally to the relevant Bitcredit employee), the Customer confirms that they have fully reviewed the respective document requiring SMS code confirmation, agrees with the accuracy of conditions/information contained therein, and wishes to execute/conclude the mentioned document requiring SMS code confirmation.

7.8.5. If the Customer provides the SMS code to Bitcredit, Bitcredit will enter the SMS code into the software and complete the process related to finalizing/concluding the document requiring SMS code confirmation.

7.8.6. The Customer's confirmation of a document using an SMS code has the same legal force as a physical signature made by the Customer on a material document;

7.8.7. When confirming a document requiring SMS code verification, upon Customer's request, Bitcredit will provide the Customer with a copy of the respective document requiring SMS code confirmation;

7.8.8. Bitcredit is not responsible for any possible damage/loss that may occur as a result of sending the SMS code to an incorrect financial number and/or other mobile phone number provided by the Customer to Bitcredit.

## **8. Security Protection of Personal Account, Remote Services and Remote Service Channels**

8.1. The Customer is obligated to always securely store their personal account access codes and never disclose them to third Parties. Bitcredit employees will never ask the Customer to provide their access codes to any third Party. The Customer is obligated to notify Bitcredit about any message received or any website, other than Bitcredit website or websites of Bitcredit affiliated persons (including Bitcredit partner companies), that requests the use of personal account access codes. The Customer must contact Bitcredit customer service center if there is suspicion that any of the aforementioned websites is not genuine. The Customer is obligated to:

- Memorize access codes immediately upon receipt and destroy them immediately;

- Never disclose details about access code(s) to third Parties (Bitcredit employees who directly provide access codes to the Customer or change/activate access codes based on Customer's request are not considered third Parties in this case. Also, in any other case where Bitcredit employee's access to access code(s) is necessary for solving specific problems and/or providing relevant services);
- Never enter access code(s) into software that automatically saves information (for example, computer's "password save" function or other similar internet functions);
- Never write down access codes in a way that third Parties can identify them;
- Not allow others to use Customer's personal account or observe the Customer while logging into their personal account;
- Not choose an easily guessable password that could be obtained by another person; or
- Not choose a password that has a specific meaning;

8.2. The Customer is obligated to change their password and immediately contact the Bitcredit Customer Service Center if the Customer has reasonable suspicion that their personal account login information, password, or other security access code(s) or means have been stolen, lost, illegally appropriated, unauthorized used, or otherwise misappropriated. Delayed notification to Bitcredit by the Customer will not only affect the security of the Customer's personal account but will also result in the Customer's liability for any losses/damages. If the Customer suspects that their personal account has been used by another person without the Customer's consent, the Customer is also obligated to notify the police about this fact;

8.3. Bitcredit is authorized to suspend or otherwise restrict the functioning of the Customer's personal account at any time if Bitcredit suspects that the Customer's personal account is being used by another person without the Customer's permission or has been otherwise misappropriated.

8.4. The Customer is also obligated to take all reasonable measures and ensure that the Customer's email accounts are secure and used only by the Customer, as their email address may be used to recover passwords/access codes or to communicate regarding the Customer's personal account. In case the email associated with the Customer's personal account is illegally used, the Customer must immediately notify the Bitcredit Customer Service Center and the Customer's email service provider;

8.5. If the Customer uses a public or shared computer to access their personal account, the Customer must ensure that the access codes for the Customer's personal account are not stored in the web browser or cache. If the Customer uses a personal computer, in such case the Customer must ensure that only the Customer uses said computer. The Customer must never use any computer function that allows storing and remembering personal account access codes on the computer;

8.6. To protect the security of Customer information and operations, Bitcredit is authorized at any time to create additional Customer identification measures, which without limitation includes requiring the

use of additional access code(s) generated by special devices, programs or other types of digital and/or electronic access codes provided by Bitcredit for performing certain operations;

8.7. The Customer is obligated to protect the security and confidentiality of any information related to the use of their personal account, which without limitation includes identification data, universal identifiers, digital, programmatic or other types of digital or electronic access means provided by Bitcredit or any type of access codes related to these means;

8.8. Certain services that the Customer has the right to use may have additional security requirements and the Customer is obligated to familiarize themselves with such requirements;

8.9. When the Customer contacts the Bitcredit customer service center, the respective operator will request them to provide universal identifiers;

8.10. The Bitcredit operator will carry out procedures established by Bitcredit to identify the Customer. Bitcredit will not be able to serve the Customer if it considers that Customer identification is impossible;

8.11. If the Customer incorrectly uses universal identifiers three times in a row, the Customer will no longer be able to use certain remote services. To continue using such remote services, the Customer must visit the Bitcredit office during working hours;

8.12. Bitcredit is not responsible for cases where telephone conversations between the Customer and Bitcredit are compromised by a third Party, except when Bitcredit acted intentionally or with gross negligence;

8.13. If the Customer meets telephone security standards, Bitcredit is authorized to rely on the Customer's verbal instructions. Bitcredit is not obligated to verify or perform further Customer identification. The Customer cannot dispute Bitcredit due to such presumption. The Customer bears full responsibility for maintaining security standards and keeping universal identifiers confidential. Use of universal identifiers by third Parties or others will be considered as use of universal identifiers by the Customer;

9.14. The Customer acknowledges and agrees that Bitcredit and the Bitcredit logo are registered trademarks.

8.15. The Customer is responsible for any telephone expenses and/or any type of expenses incurred while using centralized remote services through an internet provider.

8.16. The lending entity is authorized to send secure messages to the Customer through the centralized remote service messaging system.

**9. Universal identifiers registered in the centralized identification system are:**

9.1. **Customername** - one of the parameters automatically determined by the centralized identification system, required for authorization to receive centralized remote services, which is unique and can be changed at any time by the Customer using the relevant remote service channel(s) and in accordance with defined rules and conditions;

9.2. **Password** - one of the parameters required for authorization to receive centralized remote services, which is provided to the Customer upon registration in the centralized identification system through remote service channel(s) or other communication channels selected by Bitcredit. The password initially provided to the Customer must be mandatorily changed by the Customer upon first use of any remote service channel(s) to receive centralized remote services. Additionally, during the period of using the relevant centralized remote service, the Customer is authorized to change the existing password at any time using the relevant remote service channel(s) in accordance with conditions established by Bitcredit;

9.3. **Mobile phone number** - the phone number on which the Customer receives one-time access codes and one-time passwords (if any) required for operations defined by centralized remote services (one-time passwords will be received by the Customer only on the mobile phone number). Additionally, during the period of using the respective remote service, the Customer is authorized, and in case of Bitcredit's request, obligated to change the mobile phone number at any time in accordance with established conditions using the respective remote service channel(s);

9.4. Customer's personal number;

9.5. **Customer's email address** - the email address where the Customer receives access codes and passwords required for operations defined by centralized remote services (if any) (one-time passwords will be received by the Customer only on the mobile phone number). Additionally, during the period of using the respective remote service, the Customer is authorized, and in case of Bitcredit's request, obligated to change the email address at any time in accordance with established conditions using Bitcredit's respective remote service channel(s);

9.6. To receive centralized remote services, the Customer may be required to perform authorization using either simple (Customername and password) or complex (Customername, password, and one-time code) authorization methods. The authorization method for using each respective remote service channel(s)/services is also registered in the centralized identification system.

## 10. Closing a Personal Account

10.1. The Customer is authorized to close their personal account at any time, but only after loan repayment.

10.2. If there is a balance in the personal account at the time of closure (in case of no current debt), Bitcredit allows the Customer to withdraw their funds within a reasonable timeframe, during which period the Customer will have the right to use their personal account only for the purpose of withdrawing the remaining balance.

10.3. When the Customer closes their personal account, Bitcredit will not delete the Customer's personal data. Bitcredit will continue to store such information, including statements, for at least six years, as required by law.

## **11. Receiving Money**

11.1. The Customer can receive funds through their personal account, specifically by taking out a loan.

## **12. Terms of Agreement Validity and Early Termination**

12.1. After entering into force, the Agreement remains valid for 18 years or for the maximum period defined by Georgian legislation;

12.2. Termination of the Agreement on Customer's initiative:

12.2.1. The Customer is entitled to terminate the Agreement at any time upon proper fulfillment of monetary (including current debt) or/and non-monetary obligations to Bitcredit, by sending a written notification to Bitcredit's legal address or via email;

12.2.2. The full and proper payment of fees stipulated in these terms by the Customer to Bitcredit constitutes fulfillment of their monetary obligation. Fulfillment of monetary obligation (including current debt) does not result in termination of the Agreement;

12.2.3. In the case provided for in clause 12.2.2, the Parties retain other rights (e.g., Bitcredit's unrestricted right to process and transfer to third Parties and receive from third Parties the Customer's personal data for the purpose of providing services, etc.) that are provided for by these terms until the termination of the Agreement;

12.2.4. The Customer is obligated to indicate the following information in the contract termination notice:

12.2.4.1. Bitcredit name and legal address;

12.2.4.2. Customer's personal number and personal account number;

12.2.4.3. Information about contract termination;

12.2.4.4. Time and place of application preparation;

12.2.4.5. Customer's first and last name clearly written, signature;

12.3. After contract termination, re-registration by the same Customer is considered as initial registration, therefore promotional services and/or any other discretionary benefits/discounts will not apply, if such exist. Bitcredit can unilaterally terminate the contract in the following cases:

12.3.1. If Bitcredit becomes aware that legal proceedings are ongoing against the Customer, according to which the Customer may be charged with a material obligation exceeding the current debt, or the Customer has been listed in the debtors' registry and their debt exceeds the current debt and/or the Customer is imprisoned;

12.3.2. If Bitcredit becomes aware that the Customer provided incorrect information when entering into the contract;

12.3.3. If the Customer becomes insolvent;

12.3.4. In case of deterioration of the country's economic situation;

12.3.5. In case of contract termination, the Customer is obligated to pay all fees provided by the terms upon first request, including current debt;

12.3.6. In case of contract termination, Bitcredit will be released from obligations assumed under the terms towards the Customer;

### **13. Regulatory Legislation, Dispute Resolution Rules and Claims**

13.1. These terms are regulated and interpreted in accordance with Georgian legislation;

13.2. A claim is considered any statement by the Customer (verbal or written) expressing their dissatisfaction, disagreement, or complaint regarding the financial organization and/or any of its products. Claims received through telephone channels that require further review are not considered verbal claims.

13.2.1 Bitcredit has a standard procedure for receiving/reviewing claims in written and electronic form. Bitcredit is obligated to receive claims from Customers in verbal, standard written, free written and/or electronic forms; also

- Accept Customer claims regardless of how much time has passed since the origin of the issue mentioned in the claim;

- If the Customer wishes to file a claim, Bitcredit is obligated to offer a written or electronic form for filing the claim. If Bitcredit receives a verbal claim, offer the Customer an alternative to express the claim in standard/free written or electronic form;
- Upon receiving a claim, except in cases of verbal form, confirm receipt of the claim to the claimant in writing/electronically;
- No later than 1 month from when the moment customer files the claim and, if necessary, from customer identification, immediately notify the claimant in writing or electronically (as agreed with the customer and/or identical to the claim filing method) of the results of the issue investigation and, where possible, offer terms for resolving the claim, except in cases of verbal form;
- Maintain updated records of received claims, except for verbal cases, which must contain the following mandatory information: claiming customer's data, nature of claim, Bitcredit response content, measures taken to resolve the problem identified in the claim, and final result. These records must be provided to the National Bank of Georgia upon request;
- Maintain statistical data reporting on customer claims in Excel format according to legislation and provide this reporting monthly to the National Bank of Georgia electronically at [cp@nbg.gov.ge](mailto:cp@nbg.gov.ge). The bank is obligated to additionally upload this report to the National Bank of Georgia's electronic portal. Bitcredit must provide the report to the National Bank of Georgia, and in the bank's case, additionally upload it to the National Bank of Georgia's electronic portal, no later than the 10th of each month. The provided and uploaded reports must be identical and must include statistics about claims received through the end of the previous month, as well as statistics about claims recorded with incomplete status in the previous month's submitted and uploaded report.

13.3. Bitcredit is obligated to provide information requested by the National Bank of Georgia, including through requested electronic channels, no later than within one week from the request.

13.4 Detailed terms are regulated by the loan agreement signed between the Parties.

## **14. Confidentiality and Personal Data**

14.1. During the period of the agreement, the Parties are obligated to maintain the confidentiality conditions of these terms (including appendices). This restriction does not apply to: (i) information that is or will become publicly available independently of the Parties; (ii) information that can be obtained from other sources; (iii) information that is disclosed by either Party in accordance with legal requirements;

The basis for processing your data by us is:

- Your voluntary consent to data processing;
- Obligations under legislation;
- The necessity of data protection to conclude a contract with you or to fulfill an existing contract;
- The need for data processing to provide services / review applications;
- The necessity of data processing to protect legitimate interests of Bitcredit or third Parties;
- Public availability of data;
- Video surveillance system is used for crime prevention, detection, personal security and property protection, as well as protection of confidential information.
- We process special category data only with your written consent, while in the case of biometric data - processing occurs if it is necessary for business operations, personal security and property protection, as well as to prevent disclosure of confidential information.

### **Collection of Customer Data**

Our sources for receiving your data are:

- Your request for services and products (including telephone communication, electronic requests and/or branch visits);
- Your use of our services/products;
- Use of our remote channels;
- Your use of our official website and its functionalities (for example chat);
- We also receive information about you from public sources and third Parties, when there is an appropriate legal basis and if necessary, based on your consent (for example credit information bureau, revenue service, public service development agency, our group companies and others).

### **1. Processing of Customer Information**

When providing services, based on the nature of the relationship with the Customer, the information we process may include the following categories of data in proportion to their processing purpose:

### **2. Identification Data**

First name, last name, date of birth, personal number, ID and/or citizenship document data, gender, citizenship, place of birth, address (registered and actual), nationality, photograph, signature specimen, etc.;

### **3. Documentary**

ID card, passport, driver's license, birth certificate, compatriot's certificate for foreign residents, residence permit, temporary identification card, extract from the National Agency of Public Registry's Register of Entrepreneurs and Non-Entrepreneurial Legal Entities, neutral certificate or neutral travel

document number, taxpayer identification number, document confirming power of representation, etc.;

#### **4. Contact Information**

Address (legal and actual), email, phone number, etc.;

#### **5. Socio-Demographic Information**

Information about employment/profession, citizenship, education, as well as information about social status and income, etc.;

#### **6. Information about Marital Status and Family Members**

Marriage certificate, identification and documentary data of family members, information about family members, contact persons, information about person's death and death certificate, etc.;

#### **7. Financial Information**

Information about economic and financial status, information related to transactions and accounts, credit history and creditworthiness, information about arrears, financial products, income, property, executed payments and/or transfers (including where and when certain transactions were made);

#### **8. Contractual Information**

Information about services provided and products supplied by "Bitcredit";

#### **9. Special Category Data**

Information about health condition, administrative detention, criminal records, charges information. Also, genetic and biometric data and others;

#### **10. Device Technology Data**

IP address, cookies, IMEI code, application logs, behavioral data, location information and others;

#### **11. Recordings**

Audio and video recordings;

#### **12. Communication Data**

Data obtained through email, telephone, chat, social media or other communication channels;

#### **13. Public Data**

Information obtained from public sources.

#### **14. Data created by us**

Data created as a result of "Bitcredit's" analysis of Customer data (for example, data about Customer behavior, preferences, risk rating, etc.);

### **15. Data that "Bitcredit" is obligated to process by law**

Data that we are required to process by law (for example, data processed for identification - verification, KYC, AML purposes) etc.

### **16. Cookies**

We strive to continuously improve the quality of service and experience while you are on our website and protect your security. Accordingly, when using our website and other remote platforms, we collect cookies about you. Cookies are used to personalize, improve and protect your security when using the website and other remote platforms. Specifically, for the purposes of simplifying navigation, offering information in the desired format, improving search parameters, secure Customer authorization, marketing, website design optimization and better adaptation for Customers.

Using cookies, we determine the operating system version, device model and other unique device identifiers, duration of time spent on websites, information about opened pages, online navigation history, browser information, information about actions performed on our website, from which geolocation you accessed and in which language you viewed the information. We try to understand how you use our website. When visiting our website and remote channels, you have the option to accept/not accept the use of cookies and/or manage the purpose of using cookies according to your preference (for example, you can disagree with using cookies for analytical and/or marketing purposes).

#### **Purpose for Data processing**

We process your data only for legitimate purposes and to the extent necessary. "Bitcredit" may process data for various purposes, including:

- To provide "Bitcredit" services (including loan issuance (payment, transfer, etc.));
- To offer and improve "Bitcredit" services (changes in terms, new or additional products), which includes analysis of credit and/or transaction history, statistical data analysis, and more;
- To make data accessible to regulators or other supervisory bodies and audit companies in cases and manner prescribed by law;
- To prepare various reports, studies, and/or presentations;
- To ensure data security;
- To fulfill our legal obligations, which includes prevention, detection, and suppression of fraud, money laundering, or other crimes;
- To protect the security and property of "Bitcredit" or other persons;
- To send/deliver relevant correspondence/notifications to the Customer;

- For full and proper fulfillment of contractual obligations by "Bitcredit" and/or monitoring the Customer's fulfillment of contractual obligations;
- For marketing purposes, which involves periodic offering of various products/services by "Bitcredit" with the data subject's consent, development/planning of marketing activities;
- To protect "Bitcredit's" legitimate interests and/or legal rights;

#### **Processing of personal data for direct marketing purposes**

We use your personal data for marketing purposes - we need to know them to provide you with information about products and offers tailored to you.

We collect your data from the information you share with us, as well as from sources we have access to when you use our services.

We study your data to understand what you want or need, what would be interesting for you. This is how we decide which product, service, or offer might be suitable for you.

We only use your personal data and send you marketing messages when we have your consent or legitimate interest. You have the right to contact us at any time and request to stop sending marketing messages. We respect your wishes and will stop using your data for direct marketing purposes within maximum 3 days.

Your security and interests are important to us, which is why you will in any case receive notifications about changes we make to the terms of products and services offered to you.

#### **Customer Rights**

Your rights are protected in accordance with Georgian legislation and the General Data Protection Regulation (GDPR). Accordingly, based on the above regulations, you have the right to request information about how we use your personal data.

Upon your request, "Bitcredit" will be obligated to provide you with the requested information.

We have the right to use your personal data only if there is a specific contractual and/or legal basis.

It is important that the processing of your personal data by "Bitcredit" is not harmful to you.

Processing of personal data of minors is permitted only in accordance with Georgian legislation and considering the best interests of the minor.

You have the right to receive information about the processed data concerning you, request their correction, update, addition, blocking, deletion, and destruction. The law grants you the following rights, which can only be restricted in cases provided by legislation.

**Right to receive information and copy of data processing** - You have the right to be informed about the collection and use of your personal data. This means that upon request, we must provide you with details about which personal data we process, for what purpose and basis, how we collect it, how long we store it, to whom we transfer your personal data, etc. This data protection policy document is an example of this. You also have the right to receive a copy of the personal data processed by "Bitcredit" in accordance with applicable law.

**Right to correct, update and complete data** - If your data processed by "Bitcredit" is incorrect, incomplete or inaccurate, you can request correction, update and/or completion of the data and provide us with the necessary information for this.

**Right to stop, delete or destroy data processing** - You have the right to request us to stop, delete or destroy the processing of data about you (including profiling). Please note that due to anti-money laundering, tax, business and consumer protection laws and other relevant legal acts, "Bitcredit" may be unable to immediately fulfill your request upon demand.

**Right to block data** - You can request data blocking (restriction of processing) when the accuracy of personal data is disputed by you or your request termination, deletion or destruction of data processing, during the period that allows us to verify the accuracy of personal data and consider the request; when processing is illegal, however, you refuse to delete personal data and instead request data blocking; "Bitcredit" no longer needs personal data for processing purposes, but you need the data to file a complaint/claim; when there is a need to retain data for use as evidence.

**Right to data portability** - You have the right to request to receive the data provided by you in a structured, commonly used and machine-readable format or request the transfer of this data to another person responsible for processing. "Bitcredit" has the right to refuse to fulfill your request if it is technically impossible.

**Rights related to automated individual decisions** - The law gives you the right not to be subject to decisions made solely through automation, including profiling, except when decision-making based on profiling: (a) is based on your explicit consent; (b) is necessary to conclude or perform a contract between us; (c) is provided for by law or by a subordinate normative act issued within the scope of authority delegated by law.

**Right to withdraw consent** - You can withdraw consent at any time, unless this contradicts legal requirements. The right of withdrawal can be exercised when the basis for processing is your consent. Please note that withdrawal of consent does not invalidate the legal consequences arising within the scope of and prior to the withdrawal of consent. Additionally, in case of consent withdrawal, we may be unable to provide you with complete service.

**Right to Appeal** - If you believe that your personal data is being processed in violation of legal requirements, you have the right to contact the Personal Data Protection Service of Georgia. For more information, you can visit the Service's website <https://personaldata.ge/>

### **Restriction of Your Rights**

Your rights may be restricted if their implementation threatens:

- State security, information security and cybersecurity and/or defense interests;
- Public security interests;
- Crime prevention, crime investigation, criminal prosecution, administration of justice;
- Country's significant financial or economic (including monetary, budgetary and tax), public health and social protection interests;
- Detection of violations of professional ethics norms, including regulated profession, by the data subject and imposing liability;
- Your or others' rights and freedoms;
- Protection of state, commercial, professional and other types of secrets provided by law;
- Substantiation of legal claims or counterclaims.

"Bitcredit" applies the restriction measure only adequately and proportionally to the purpose of the restriction.

14.5 Detailed information on personal data processing can be viewed in Bitcredit's Personal Data Protection Policy at the following address: Bitcredit.ge

## **15. Suspension of Services**

15.1. Bitcredit is authorized to suspend the Customer's personal account or any related services, with notification to the Customer two weeks prior to termination.

15.2. Bitcredit is authorized to suspend the Customer's personal account at any time without prior notice if:

15.2.1. The Customer violates any provision of these terms or any other provision;

15.2.2. The Customer violates, or Bitcredit has reasonable grounds to suspect that the Customer has violated any law or instruction governing the Customer's use of the personal account;

15.2.3. Bitcredit has reason to believe that the Customer is involved in any way in fraudulent activity, money laundering, terrorism financing, or other criminal activities;

## 16. Changes to these Terms

16.1. These terms may be subject to changes. Changes will be implemented by Bitcredit without prior notice to the Customer, however, in case of changes to the terms, the Customer must re-consent to them in order to receive services after the change. With each change of terms, the Customer will have the opportunity to consent through any Bitcredit channel.

## 17. Communication Rules

17.1. Notifications arising from these terms may be sent to the Customer:

- At the address provided by them;
- To email address;
- Via SMS text message to mobile phone;

17.2. Notifications can be delivered to the address specified by the Customer every day from 10:00 AM to 7:00 PM. The notification is considered delivered even when no person is present at the corresponding address during this time or if the person refuses to accept the notification;

17.3. For notification delivery purposes, any person is considered an authorized person regardless of whether they directly represent the Customer or are a family member. Delivering the notification to this person is considered as delivery to the Customer;

17.4. The Customer shall ensure the ability to receive notifications via email and mobile phone every day from 10:00 AM to 7:00 PM. Accordingly, notifications sent during this time are considered delivered from the moment of sending;

17.5. Bitcredit has the right to choose among the means provided in the first paragraph of this article. Bitcredit is authorized to use one, several, or all means for sending notifications. Moreover, delivery of notification through one means is sufficient for the corresponding legal effect, and the Customer is not entitled to rely on the fact that Bitcredit did not attempt delivery multiple times or through several or all means;

17.6. The Customer confirms that after concluding the electronic contract with Bitcredit, they agree to receive payments and correspondence electronically, without direct mechanical signatures on documentation. The Customer is informed that the account presented by Bitcredit is for informational purposes, and its non-receipt does not imply non-payment of current debt, payable commission, or any other monetary obligation;

17.7. If the account specified by the Customer or any information indicated in the contract changes, including contact details, the Customer is obligated to immediately notify Bitcredit and provide all

updated information. If information about changes in contact details is not provided, notifications sent to the Customer's contact details specified in these terms will be considered received by the Customer;

17.8. Any notification provided for in paragraph six of this article, as well as any other notification, shall be considered received by Bitcredit if it is made in writing and delivered to Bitcredit's address;

17.9. If Bitcredit sends written notifications to the Customer at their specified address regarding any payments, including current debt, or other registered letters arising from the contract, it has the right to request reimbursement of expenses from the Customer;

17.10. Bitcredit is obligated to respond to any written or electronic notification received from the Customer within no more than 20 days from receiving the request;

17.11. The Customer is entitled to request a copy of these terms and the contract, for which the Customer should contact Bitcredit's customer service center.

## **18. Compensation for Damages and Limitation of Liability**

18.1. Considering that Bitcredit acts on the Customer's instructions, when providing services, the Customer agrees to compensate and protect Bitcredit from damage, loss, court costs, complaints initiated by the Customer or third Party, actions or court complaints that resulted in damage or loss to Bitcredit.

18.2. The Customer declares and agrees that they may need to sign and execute additional agreements, statements, or other similar documents regarding compensation for damages, particularly concerning operations carried out using access code(s). Such additional agreements, statements, and similar means shall be added to and not exclude the conditions of compensation stated here;

18.3. Notwithstanding the provisions of these terms, Bitcredit shall not be liable to the Customer for any loss or damage that directly or indirectly arose in connection with these terms.

18.4. The above provisions regarding compensation for damages and limitation of liabilities shall also apply to Bitcredit executives, directors, employees, representatives, and agents, except in cases where the damage is caused by negligence, professional negligence, or intentional action of Bitcredit or the above-mentioned persons or violation of these terms (without any limitation includes violation of these terms);

18.5. The terms mentioned in this article shall remain in force even after the termination of services defined by the agreement until the Parties fully fulfill their obligations arising from the agreement and terms to each other;

## 19. Taxes

19.1. The Customer is personally responsible for submitting tax declarations to state or other authorities in accordance with these terms. The Customer is also personally responsible for paying any unpaid taxes (including but not limited to value-added tax), levies, customs duties that may be imposed on any obligation that may arise in relation to managing personal account(s) or any or all services defined by these terms (together - "Tax Liability"); Bitcredit does not and will not act as the Customer's fiscal agent and, accordingly, is not obligated to and will not withhold any taxes payable by the Customer at source, as the Customer is personally responsible for any tax obligations arising from these terms; however, Bitcredit will be responsible for paying any taxes or obligations related to commission fees received from the Customer.

If according to law Bitcredit incurs any tax or penalty due to the Customer's tax liability, the Customer shall immediately reimburse Bitcredit for all such obligations except when such tax or penalty is imposed due to negligence, professional indifference, or intentional action by any Bitcredit subdivision;

19.2. Bitcredit is obligated to comply only with requirements stipulated by Georgian legislation and tax code. Along with Georgian legislation, the Customer must satisfy legislative requirements of other relevant countries (including legislation of the country of which the Customer is a citizen or where they reside).

## 20. Anti-Money Laundering and Crime Prevention Measures

20.1. The Customer acknowledges that Bitcredit, as well as the Group companies' activities, are regulated by Georgian laws on prevention of money laundering and similar crimes. Therefore, Bitcredit and Group companies are legally obligated to identify the Customer's identity and source of income before the personal account opened by the Customer with Bitcredit becomes active. If the Customer does not answer all questions in the application or does not provide Bitcredit with all requested information, Bitcredit may not be able to accept the Customer's service application;

20.2. According to these terms, the Customer unconditionally agrees that Bitcredit may provide information about the Customer (especially regarding international money transfers, recipients of funds transferred from Customer's personal account or funds credited to Customer's personal account) to relevant anti-money laundering services (in Georgia and abroad) without prior notice to the Customer. Such information includes, without limitation, names and identification data of persons with whom the Customer has financial connections;

20.3. In special cases, as a result of crime prevention measures, the execution of Customer orders or receipt of funds may be delayed, but if possible, Bitcredit will explain to the Customer the reasons for the delay;

## 21. Force-Majeure Conditions

21.1. For the purposes of this agreement, force-majeure represents: natural disasters, fire, power supply interruption, equipment failure, software damage, military actions, adoption of administrative-legal acts and/or other circumstances that Bitcredit cannot control, which: (a) are not caused by Bitcredit's mistake and/or negligence; (b) arose after the agreement came into force; and (c) directly affects Bitcredit's ability to fully and/or properly fulfill its contractual obligations (hereinafter - Force-majeure).

21.2. During the force-majeure, neither Party shall be liable for complete or partial non-fulfillment or improper fulfillment of obligations under the agreement and/or other related agreements, except for financial obligations.

21.3. The Party affected by force-majeure is obliged to notify the other Party within a reasonable time, but no later than 5 (five) banking days, about the relevant force-majeure circumstance(s) and its/their expected duration, otherwise, it loses the right to rely on the existence of force-majeure as grounds for exemption from liability.

21.4. If the force-majeure circumstances mentioned in the notification are not generally recognized facts (circumstances) or the other Party doubts their authenticity, within 30 (thirty) calendar days from receiving notice about force-majeure circumstance(s), the existence of force-majeure circumstance(s) must be confirmed by the authorized body defined by legislation, otherwise the Party will lose the right to rely on the existence of force-majeure as grounds for exemption from liability.

21.5. If the force-majeure continues for more than 30 (thirty) calendar days from the date of receiving notice about force-majeure circumstance(s), or from the date of receiving the conclusion from the authorized body defined by legislation confirming the existence of force-majeure circumstance(s), within 15 (fifteen) calendar days after the expiration of the mentioned 30 (thirty) calendar day period, the Parties must agree on adapting the agreement to the changed circumstances, otherwise each Party is entitled to terminate the agreement and respective Bitcredit services unilaterally.

## 22. Intellectual Property

22.1 Bitcredit's copyright fully applies to the website, its content, structure, and design. Bitcredit's exclusive rights also extend to any intellectual property objects created and registered by it, including its owned trademarks.

22.2 Bitcredit's copyright (©) and other intellectual property rights extend to this website and all content on it (including products and services).

22.3 It is prohibited to use, process, and publish (including on social media) without authorization any information/content indicated on this website, including logos, pictograms, graphics, pictures, images, patents, service/trademarks, designs, visual media created by Bitcredit and other intellectual property (registered or unregistered) without Bitcredit's prior written consent. Bitcredit's consent is not required if the use of this data is carried out for non-commercial, personal purposes and in cases where prior consent is not required by Georgian legislation or relevant international regulations.

22.4 The indication of intellectual property on the website does not mean granting a license to Customers for its use. Downloading or copying any information from the website by Customers for commercial purposes will be considered a violation of Georgian legislation.

22.5 None of the provisions mentioned in the terms and conditions grant you any right or license to use Bitcredit's intellectual property listed in this article.

22.6 In case any Bitcredit website provides Customers with the ability to chat, interact, or conduct dialogue/discussion, you are obligated to post only information for which you own intellectual property rights or have consent from the relevant person. Additionally, Bitcredit grants you the right to process (including publish) the information you post for legal, communication/information purposes (including for exhibition, participation in competitions).

22.7 Bitcredit group member companies may use the bank's trademark, name, and logo, which are the property of the bank. The azure color is part of the bank's trademark, which is registered according to established procedures.

22.8 The company names, trademarks, and logos indicated on the Bitcredit website belong to their respective owners.

### **23. Transitional Provisions**

23.1. The Customer's personal account is intended for the Customer's personal use and according to these terms, the Customer is not authorized to transfer their rights to third Parties;

23.2. Bitcredit declares that certain services presented in these terms may not be available at certain times, which falls under Bitcredit's discretionary authority, and accordingly, Bitcredit will not be responsible if these services are not provided or are provided partially;

23.3. The Customer's personal account is managed in Georgia and these terms are subject to and interpreted in accordance with Georgian legislation. Any type of dispute arising from these terms, or otherwise related to the Customer's personal account, will be directed exclusively to Georgian courts;

23.4. In the event that any part of these terms is declared invalid, illegal, or unenforceable by a competent court with appropriate authority, such part shall be considered as separate from the remaining provisions of the terms, while the remaining provisions continue to be fully effective within the limits permitted by law;

23.5. By agreeing to these terms, the Customer unconditionally agrees that Bitcredit may at any time assign, sell or transfer the rights, obligations and benefits defined in these terms to any third Party without prior notice to the Customer;

23.6. The headings in these terms are used only for convenience and have no effect on the interpretation and explanation of the terms;

23.7. Upon Bitcredit's request, the Customer is obligated to provide any additional information and also present relevant supporting documents that Bitcredit requires or that are defined by Georgian legislation;

23.8. If any clause or part of these terms is cancelled, invalidated or terminated for any reason, such clause or part thereof shall no longer be applicable, which shall not affect the legal force of the remaining clauses of the terms;

23.9. Bitcredit has the right to unilaterally make changes to the text of these terms and notify the Customer through Bitcredit's information means, including through Bitcredit's website, any other channel available to Bitcredit and/or via email;

23.10. Delay in exercising rights by Bitcredit does not mean that Bitcredit waives its rights; also, partial or complete non-use of any right by Bitcredit does not restrict the full use of this right in the future;

23.11. Any and all rights granted to Bitcredit as a result of breach of terms by the Customer are cumulative and shall be added to all other rights granted by these terms or by law;

23.12. The Customer, without written consent from Bitcredit, is not authorized to transfer rights and claims or assign obligations arising from these terms to another person;

23.13. All rights and obligations provided by the terms extend to the legal successors of both Parties;

23.14. By agreement of the Parties, the place of performance of these terms is considered to be Bitcredit's legal address;

23.15. The appendix(es) to these terms constitutes an integral part thereof;

23.16. In cases not provided for by the terms, the Parties shall be guided by the relevant regulatory norms established by legislation and/or additionally agreed terms;

23.17. The terms and conditions are drawn up in Georgian language. If any Party does not know Georgian language and/or its writing system, or if Parties or one of the Parties desires, then the terms

and conditions and/or other related agreement(s) may also be drawn up and concluded in another language acceptable to the Parties. In interpreting the terms and conditions, priority is given to the text drawn up in Georgian language. These norms also apply to relations between the Parties and/or preparation or interpretation of the terms and conditions or any other document.