

SilkApp Terms and Conditions

1. Introduction

- 1.1. This document represents the terms and conditions of using the Application "SilkApp" (hereinafter referred to as the "Terms") of JSC "Silk Bank" (hereinafter referred to as the Bank), which defines the description of the products, services, and functionalities that are available in the "SilkApp" application, as well as the rights and obligations of the Parties in the process of using SilkApp and other provisions that are important while using SilkApp by the Client.
- 1.2. The relations between the Bank and the Client are regulated by the agreement (hereinafter "the Agreement"), which consists of:
 - 1.2.1. from the Application(s) (if any) filled in by the Client, signed by the parties and/or agreed by the Client in electronic and/or other form specified by the Bank;
 - 1.2.2. From the present conditions;
 - 1.2.3. From the general contract of services of a physical person;
 - 1.2.4. from any additional conditions, annexes, and/or application(s) (if any) relating to the existing and/or future services or products offered by the Bank, its subsidiary(s), affiliate(s), and/or the Bank's contractors (hereinafter, "Products" or "Product" or "Service") and which will be necessary for the Client to use the additional and/or Banking services provided for in this Agreement.
- 1.3. In order to receive the services stipulated in the present conditions, the Client is obliged to:
 - 1.3.1. To fully understand the contract for the use of all types of services and products;
 - 1.3.2. To fully complete and sign/agree (including in electronic form) the appropriate application form, thereby certifying and warranting that: (a) the application form is fully completed; (b) the information specified in the application form is correct and unmistakable; (c) before signing the application form and/or expressing consent in any other form, he has fully read and understood the terms and rates of terms and conditions for banking service;
 - 1.3.3. In order to identify himself, he should present an identity document to the Bank.
 - 1.3.4. To carry out other actions determined by the Bank for the purpose of its identification;
- 1.4. The Bank reserves the right to refuse to provide the service to the Client if the Client has not properly completed, signed, confirmed, or submitted to the Bank any document requested by the Bank in a form and content acceptable to the Bank and/or has not gone through the identification process in accordance with the procedure defined by the Bank.
- 1.5. The Bank has the right to check the information provided by the Client to it (the Bank) and/or obtained about the Client in any other way, to which the Client declares his unequivocal and unconditional consent.
- 1.6. The use of any product and/or service (or part thereof) described in the conditions by the Client with the consent of the Bank is considered the Client's consent to the terms of use of the said product in accordance with the present conditions.
- 1.7. The Bank reserves the right at any time to unilaterally change the rules stipulated in the present conditions and/or the rules, conditions, and/or rates contained in other constituent documents of the Agreement in order to bring them (conditions) into compliance with the new rules established by the Bank, changed market conditions, Banking practices, and/or regulatory requirements of the legislation.
- 1.8. The Client will be notified about the renewal/changes of the Agreement and the present conditions in the manner determined by the Bank, and if the Bank implements the formation of additional product conditions or inclusion of services, the said services will be used on the basis of filling out the relevant application form(s) and/or providing the relevant attachment(s) to the Client and/or in another manner established by the Bank, including, without limitation, based on the Client's electronic consent. In the event that the Bank does not hand over the relevant appendix to the Client or the Client does not familiarize himself with the updated conditions, but the Client implements or continues to use the new or updated product or service, it is implied that by said action he agrees to the relevant service conditions available in the Bank at that time.

2. Definitions of terms

- 2.1. **Application** – A mobile application that integrates a digital means of offering and/or delivering the services of the Bank's remote channel, Banking service(s) and/or subsidiary of the Bank, affiliate of the Bank, and/or other persons associated with the Bank;
- 2.2. **Affiliated person(s)** – person(s) related to the Bank who are directly or indirectly controlled by the Bank and/or through whom the Bank performs the services specified in the Agreement;
- 2.3. **Service** – service(s) offered through the Application by the Bank, its subsidiary(s), affiliate(s) and/or other persons related to the Bank;
- 2.4. **Banking service** – Banking services offered by JSC "Silk Bank," which include, but are not limited to, Bank accounts, payment services, deposit and credit products, and other Banking service(s) allowed for the Bank, are defined and/or will be defined in the future by the terms of Banking services;
- 2.5. **Banking system** – a software solution that performs service administration, management, and performance of Banking services, including data storage and processing;
- 2.6. **Current Account** – the Client's current Bank account in JSC "Silk Bank". Opens only after Client identification;
- 2.7. **Profile** – The result of registration in the Banking system, during which the data of the registered Client is stored, the authorization name is created, and the rights of the Client in the system are determined;
- 2.8. **Verified Number** – The Client's mobile phone number registered in the Banking system, which undergoes verification in accordance with the procedures established by the Bank and is used by the Bank at its own (the Bank's) discretion when communicating with the Client and/or any document offered by the Bank (including to confirm the transaction);
- 2.9. **One-time security code** – a one-time code sent to the Client's mobile phone number, which is used for verification, authorization, authentication, and confirmation of the tasks given to the Bank by the Client, requested operations, and/or services;

- 2.10. **Terms of Banking service** - "General Agreement on the conduct of individual Banking operations and services with Banking products", which is available at the following link [Service Agreements for individuals \(silkBank.ge\)](#) and regulates the Client's use of a Bank account and other Banking products and services terms and conditions
- 2.11. **A unique identifier** – Telephone number, account number or any other data that can be used to identify the recipient of the payment and to complete the payment order;
- 2.12. **User Generated Content** - Any information, documentation, public and/or private announcement/application, communication through individual and/or group messages, generated by the Client, using the Application or in connection with the use of the Application;

3. Representations and Warranties

- 3.1. The Client hereby declares and Warrants that:
- 3.1.1. The Client has full authority (or will obtain appropriate authority) to sign or otherwise agree to and perform the obligations under this Conditions and/or any other agreement(s) and/or Applications;
- 3.1.2. The information given to the Bank by the Client, is accurate, correct and complete;
- 3.1.3. Use of Application by the Client will not violate the terms of any other agreement(s) or other obligation(s) of the Client (if any) or any kind of law, regulation, rule, decree, court decision, order, directive, court regulation or any restriction imposed by a government, governmental or regulatory authority, judicial or arbitral authority, which the Client is responsible for complying with. The performance of the Operation determined under the terms of this Conditions will not contradict or violate any Agreement, contract, license or other agreement to which the Client is a party;
- 3.1.4. he/she/it fulfills/will fulfill the terms of any agreement and/or other covenants, and/or other commitments, disregard of which may cause material or other damage/loss to the Bank and will protect the Bank from such damage/loss.
- 3.1.5. he/she will not take any actions that may cause any kind of damage/loss to the Bank, and in the event of such a result, he acknowledges the Bank's authority to use the measures specified by the Legislation and/or in this Agreement.
- 3.1.6. on his/her behalf there is/will be no violations of local and/or international laws (administrative, criminal, etc), including but not limited: money laundering, terrorism, drug abuse, crime against public security, crime against cultural heritage, crime against the rule(s) of using natural resources and environment protection, crime against human rights and freedoms, crime against public health and public morality, crime against entrepreneurial or other economic activities and infringement of the monetary and credit system.
- 3.1.7. Is not subject to any sanction and/or restriction/prohibition (taking into account amendments made thereto from time to time) required by the Sanctioning Authority.
- 3.1.8. His/her actions are/will not be intended to cheat the Bank. Taking into account this principle, the document and/or information submitted by him/her/it to the Bank for the purpose of execution and/or implementation of the Agreement and/or any other agreement concluded with the Bank, at the moment of submission, is/will be true, correct and complete. Also, he/she/it is aware that submission of false documents and/or information, also failure to use special-purpose loans for their intended purposes represents the punishable offence according to the Legislation;
- 3.1.9. The Client is not involved in or participating in any illegal activity under the laws of any country (including money laundering, arms trafficking, terrorism or other illegal activities).
- 3.1.10. The consent given by the Client in electronic form (for example, pressing the consent button on the screen, dictating a one-time code sent to the mobile phone number to the Bank and/or any other action that clearly expresses the Client's will) or any transaction concluded between the Parties in electronic form (including, unequivocally, expressing will/consent on the mentioned transaction in an electronic form) has equal legal force of a material document (equal legal force of a personal signature on a material document).
- 3.1.11. While using the Application, User Generated Content (including communications via individual and group messages):
- 3.1.11.1. shall not constitute any fraud, lying or abuse.
- 3.1.11.2. Does not include information on buying or selling stolen or counterfeit products.
- 3.1.11.3. It does not affect the tangible and intangible property of a third party and/or violate the personal rights of a third party.
- 3.1.11.4. Does not include defamation and/or information that violates business reputation of a third party.
- 3.1.11.5. Does not include discrimination against religious, ethnic or other minorities.
- 3.1.11.6. Does not include threats against anyone.
- 3.1.11.7. Do not encourage anyone to commit a criminal act.
- 3.1.11.8. Will not support or provoke terrorism and/or extremist actions.
- 3.1.11.9. Does not include pornographic content.
- 3.1.11.10. will not violate the current legislation of Georgia in any other way.
- 3.2. The Client shall immediately notify the Bank in writing of such circumstances that may lead to a violation of the representations and warranties contained in this Agreement or contradict the aforementioned statements.
- 3.3. In the event of a breach of the aforementioned representations and warranties (including the representations and warranties related to the User Generated Content), the Client agrees to indemnify the Bank and hold the Bank harmless from any loss.

4. The Application features and terms of use

4.1. Application features and purpose:

- 4.1.1. The Application is a universal mobile Application that enables the Client(s) to use various digital services in one place, which may mean Banking services, e-commerce, commercial platform, telecommunications, payments, management/disposal of intangible assets, loyalty and hospitality, digital services related to the performance of Banking operations/activities.

4.1.2. The Client must ensure that the Application is downloaded and installed on his mobile device only from the Apple Store and Google Play markets.

4.1.3. The Client who opens a Bank account at JSC "Silk Bank" can use the Banking services of Silk Bank through the application. Terms and Conditions of Silk Bank's Banking services are available at the following link:

<https://www.silkbank.ge/individual/khelshekrulebebi/fizikuri-pirebis-momsakhurebis-khelshekrulebebi>

4.1.4. Regarding updating or improving the functionality of the Application, information is provided to the Client on the Client's mobile device (in the form of push notifications or within the Application itself). Important changes and/or big news can be communicated to the Client's Verified Number. Some functions of the Application may differ depending on the operating system used on the mobile device.

4.2. **Registration**

4.2.1. By specifying a unique mobile phone number in the registration field and entering the one-time code sent to the said number in the Application, the Client agrees to these terms and conditions, as well as other terms to which the Bank will ask for consent at the registration stage and verifies the said number. By verifying the phone number and agreeing to the mentioned conditions, the Client completes the registration, and a Client's Profile is created in the system. However, for the avoidance of doubt, the Client agrees that the Bank has the right to refuse the Client's registration without justification.

4.2.2. A Client shall only have one unique profile;

4.2.3. Registration in the Client's system confirms that the Client accepts the terms of the Agreement and undertakes to fulfill them.

4.2.4. Until the complete identification and verification of the Client in a proper manner, the registered Client has the opportunity to use the functions of the Application, except for Banking services.

4.3. **Opening a Bank account using the Application**

4.3.1. In order to open an account at JSC "Silk Bank" and use Banking Services through the Application, the Client who does not yet use the Bank's account and services is obliged to go through the process of opening the account remotely, which may include identification or verification of the Client through the software solution implemented by the Bank, appropriate information for the Bank, providing documentation, agreeing to the terms and conditions of Banking services (or these and other conditions that will be determined during the remote account opening process), applying for opening an account and/or receiving other Banking services, and filling out the KYC questionnaire.

4.3.2. After successfully completing the above-mentioned remote account opening process and opening a Bank account, the Client is entitled to use various Banking services and products offered by the Bank through the Application.

5. **Security**

5.1. Since the Application provides payment services, Banking, and financial services, the Client must ensure the security of the mobile device (payment instrument) on which the Application is registered, not to leave the Application enabled or activated, and not to transfer or leave passwords in a place accessible to other persons. If the Client suspects that the Application Unlock PIN code or other passwords have become known to other persons, the Client must immediately change its Application Unlock PIN code and/or account password. In case of the impossibility of the mentioned, the Client should inform the Bank about the mentioned in the manner defined by the terms of Banking services in order to block the possibility of managing the account with the Application until a new password is created.

5.2. The Client is obliged to set a password of the appropriate standard that meets security standards, includes at least one uppercase Latin letter, one lowercase Latin letter, one number, and consists of at least 8 characters.

5.3. The Client is entitled to apply to the Bank in case of any detection of the inappropriate User generated content (offensive language, bullying and/or harassing messages, hate speech, use of inappropriate media, breach of data security, risk of fraud and/or other types of non-conformity) from other users. In this case, the Client may file a claim requesting to delete the said content. The inappropriate user generated content placed by the Client shall be a subject to similar claims and responsibilities. The Bank will consider the complaint no later than the next working day, and in case such discrepancies are detected, the Bank may implement the measures specified in Clause 6.4, which does not limit the Bank from exercising a right to request compensation for damages/losses (if any).

6. **Liability**

6.1. If the Client is unable to access the Application for any reason or the device, software, or operating system used with the Application ceases to work, the Application does not work in accordance with the Client's expectations or in the event of bugs being discovered or the impact of third parties (e.g., software, operating system, operators, etc.). As a result, the service could not be provided on time, and the Bank is not responsible for any kind of damage caused to the Client due to the mentioned reasons.

6.2. The Client takes full responsibility for the mobile phone number and/or e-mail address submitted by the Client to the Bank and related to the profile. The mailing address belongs to the Client himself.

6.3. The Bank is not responsible for any direct or indirect loss or damage that may be caused by the Client using the said services. It is also not responsible for the damage received by the Client as a result of the failure of telecommunication networks.

6.4. Violation of the Representations and Guarantees of the Client (including the violation of the requirements for the User Generated Content set by the clause 3.1.11.) is a sufficient basis for the Bank to temporarily or permanently block or cancel the Profile/account, which at the same time, may entail closing of the Client's banking account.

7. **Data Protection Policy**

7.1. The conditions and policies of the Client's data processing by the Bank and/or the service providers defined in the Application are governed by the "Privacy Policy" of the Bank, which the Client agrees to.

8. Final Provisions

8.1. The Client confirms the aforementioned restrictions by downloading and enrolling for the program. The Client is subject to all applicable rules and conditions of Banking services;

8.2. Issues that are not covered by the rules mentioned are regulated by the terms of Banking services.