

Terms and Conditions of Payment Services (TURAN Instant Money Remittance)

This Terms and Conditions (Hereinafter – Terms and Conditions) is made by United Payment Georgia LLC (ID: 405546075; Address: Office 73, Floor 5, Arakishvili 3, Tbilisi, Georgia; info@unitedpayment.ge Web-address: www.unitedpayment.ge), which is registered under Georgian legislation and provides payment services based on the registration by National Bank of Georgia (Registration date: March 14th, 2023; Registration Number: 0098-2904). Supervisory Body of the Provider is National Bank of Georgia (www.nbg.gov.ge). **However, National Bank of Georgia is in no case responsible for non-compliance of its liabilities by the Provider.**

Terms and Conditions is mandatory to be complied when using instant money remittance services. By using instant money remittance services, the person agrees this Terms and Conditions, including, Personal Data processing rules.

Article 1. Definition of Terms

1.1. Terms used in this Terms and Conditions have following meaning:

Payer – Person, who plans to transfer money to the Receiver by using the Platform, following this Terms and Conditions.

Electronic Wallet – Electronic Wallet which is in the possession of the Payer, and which is placed in the company registered and licensed in Turkey - **Birlesik Odeme Hizmetleri ve Elektronik Para Anonim Sirketi**. Under this Terms and Conditions, Payer can use Electronic Wallet through the Platform, which is technically managed by the Platform and Birlesik Odeme.

Receiver – Physical Person, for whom the transfer of money through instant money remittance service is intended.

User – Payer and/or Receiver.

Platform – Entity registered in Turkey, implementing instant money remittance - turan.app, which is managed by the legal entity registered in Turkey - Turan Teknoloji Anonim Sirketi.

Provider – United Payment Georgia LLC (ID: 405546075; Address: Office 73, Floor 5, Arakishvili 3, Tbilisi, Georgia; info@unitedpayment.ge Web-address: www.unitedpayment.ge), which is registered under Georgian legislation and provides payment services based on the registration by National Bank of Georgia (Registration date: March 14th, 2023; Registration Number: 0098-2904). Supervisory Body of the Provider is National Bank of Georgia (www.nbg.gov.ge). **However, National Bank of Georgia is in no case responsible for non-compliance of its liabilities by the Provider.**

Birlesik Odeme – Company registered and licensed in Turkey - **Birlesik Odeme Hizmetleri ve Elektronik Para Anonim Sirketi**, which is administering Payer's Electronic Wallet.

1.2. In case, the terms used in this Terms and Conditions have different meaning under Georgian legislation, terms interpreted by the Georgian legislation shall prevail.

Article 2. Payment Services by the Provider

2.1. Provider is Intermediary Payment Service Provider.

2.2. Function of the Provider is to implement the task received from Birlesik Odeme, which includes to send the money initiated by the Payer through the Platform and transfer it on the bank account of the Receiver, by transferring the money to the provider of the Receiver.

2.3. Provider shall not be responsible to the User in case Provider has not received and/or incorrectly received the task from Birlesik Odeme.

Article 3. Service Fees

- 3.1. User gets any information about service fees on the Platform.
- 3.2. Provider shall not be responsible to provide information about service fees to the User and/or providing incorrect information.

Article 4. Service duration

- 4.1. User gets the information about service duration on the Platform. Provider shall be responsible on complying service duration only after it receives the task from Birlesik Odeme and in addition, actions foreseen under internal policy, procedures and instructions are fulfilled.
- 4.2. Provider shall not be responsible for non-compliance of service duration, if this is caused by implementing the actions foreseen by the internal policy, procedures and/or instructions.

Article 5. Applicable Law. Dispute Resolution

- 5.1. Applicable Law for this Terms and Conditions shall be laws of Georgia.
- 5.2. Parties have right to apply to the courts of Georgia, on the disputes raised out of this Terms and Conditions.

Article 6. Anti-Money Laundering and Counter-Terrorism Financing Legislation

Provider ensures to check each transaction and compliance with Georgian and International legislation on Anti-Money Laundering and Counter-Terrorism Financing. For that purposes, Provider is entitled to process and/or check personal data of the Payer and/or User, to review each transaction.

Provider has right to suspend, cancel, reject to provider service, if providing payment services is against Provider's internal policies, procedures, and instructions. Provider is not obliged to justify its decision to the User.

Article 7. Review of Claim and Complaint

- 7.1. User has right to submit the Complaint to the Provider, related to the payment service.
- 7.2. Complaint can be submitted to the Provider verbally (including, by call center), electronic and/or written forms. In case the problem indicated in the complaint is not resolved instantly during the verbal communication, User has possibility to submit the complaint in the written and/or electronic forms. In addition, not using this right does not waive the obligation of the Provider to review the verbally submitted complaint.
- 7.3. Provider has right to offer recording of the verbal complaint, on which the User confirms consent.
- 7.4. Provider reviews the complaint submitted by the User within 7 (seven) working days. In case, it is impossible to solve the issue raised in the complaint, Provider shall notify the User within that 7 (seven) working days about the reasonable time needed for the review of the complaint.
- 7.5. Submitting complaint to the Provider in the written form shall be made on following address: Office 73, Floor 5, Arakishvili 3, Tbilisi, Georgia;
- 7.6. Submitting complaint to the Provider in the electronic form shall be made on following address: info@unitedpayment.ge or other electronic communication channels, including, by social network.
- 7.7. Submitting of the complaint and review by the Provider is free of charge.

Article 8. Personal Data

- 8.1. User confirms consent, that Provider can process User's personal data, namely:
Name, Surname, date of Birth, Address, Citizenship, Gender, Photo, Bank Account details, activity, family status, location, education, information about criminal record, signature, mobile phone number, e-mail address, information about income, information about property, cookies, information about money transfer/send/receive, Identity Number, Passport or ID card number and date of issuing this document and validity of this document, authority issuing this document.
- 8.2. Provider is entitled to process personal data for the purposes to provide payment services, for fulfillment of the rights and obligations set under Georgian legislation, for direct marketing.

User agrees that Provider is entitled to process personal data of the User for direct marketing purposes and User shall have the right to revoke the consent to process personal data for direct marketing with the same way, as the notification is received during implementing direct marketing.

8.3. User is aware and agrees, that processing of Personal Data shall be made during five years by the Provider. After expiration of that time, Provider shall ensure de-personalization of the data. Provider is entitled to keep the non-identifiable data.

8.4. User is aware and agrees, that information transferred to the Provider, can be transferred to the third party, including, JSC Silknet (company registered in Georgia, ID 204566978), authorized representative of the Provider, entity established by the Provider, besides, Provider has right to transfer the personal data abroad of Georgia, namely, in Turkey.

Article 9. Coming into force. Amendments

9.1. This Terms and Conditions is in force after expressing consent in any form, including, by confirmation of the consent electronically on the Platform.

9.2. Amendment in this Terms and Conditions may be made by the Provider unilaterally.

9.3. Amendment shall be available on the website of the Provider and/or on the Platform. Amendment can be made as a separate text, and/or integrated in the main text.

9.4. Amendment shall be in force within one month after notifying the Users. This time is not applicable for the new payment services, which do not replace and/or modify the payment service(s) indicated in this Terms and Conditions, in which case, the time shall be defined by the Provider.