

PLEASE READ THESE USER TERMS CAREFULLY

1. General Provisions

- 1.1. The terms of this User Agreement (hereinafter referred to as "**User Terms**") apply to the Website of Liberty Bank (with its principal place of business located at 74 Chavchavadze Avenue, 0162, Tbilisi, Georgia, and registered under the identification number 203828304 (hereinafter "**Liberty Bank**") my.libertybank.ge (hereinafter referred to as "**Website**").
- 1.2. As used herein, the terms "**You**" and "**User**" shall mean any visitor to the **Website**.
- 1.3. By accessing the **Liberty Bank Website** and/or using the information and services provided on or via this **Website**, you agree to be bound by these **User Terms**. In the event of any conflict between the terms and conditions of specific products and services and these **User Terms**, the terms and conditions of such products and services shall prevail.

2. Restrictions on the Use of the Website

- 2.1. The information placed on the **Website** is obtained from sources which **Liberty Bank** looks upon as reliable. **Liberty Bank** or third parties makes no warranties or representations, express or implied, as to whether information provided on or via this **Website** is accurate, complete or up-to-date. The information on the **Website** may be changed or removed without any notice. **Liberty Bank** does not represent or warrant that this **Website** and/or the Internet services provided via the **Website** functions without error or interruption.
- 2.2. The information on the **Website** shall not under any circumstances be considered as an advice or a request to buy or sell a product, service or financial instrument, or a recommendation by any of the service providers, unless the service provider expressly states otherwise.
- 2.3. **Liberty Bank** will not provide any such products or services to any person if in the view of Liberty Bank (without the Bank having an obligation to verify this) the provision of such services could be in violation of law or regulation in such person's home country jurisdiction or any other related jurisdiction.
- 2.4. You are strictly prohibited from unauthorized use of our systems or this Website, including but not limited to unauthorized entry into our systems, misuse of passwords, or misuse of any information posted to this Website.
- 2.5. You consent that we have the right to disclose, transfer and review any information that you provide through this **Website** to any other person or entity; By using **Website** you automatically consent Privacy and Data Protection policy of **Liberty Bank**, which is available on this **Website**.
- 2.6. You consent to the transmission, transfer or processing of any information that you provide through this **Website** to, or through, any country in the world, as we deem necessary or appropriate, and by using and providing information through this **Website** you agree to such transfers.
- 2.7. Use of this **Website** may be monitored, tracked and recorded. Anyone using this **Website** expressly consents to such monitoring, tracking and recording. You are responsible for being familiar with the current version of these **User Terms** and Privacy and Data Protection Policies posted on the **Website** during each session.

3. Financial instruments

- 3.1 **Liberty Bank** and its subsidiaries may from time to time have positions or holdings in securities or may be providing or seeking to provide corporate finance and debt capital markets services to such companies or issuers that are directly or indirectly referred to in research documents or recommendations accessible on or through this **Website**.

4. Limitation of liability

- 4.1. The information on this **Website** is for information purposes only. It is believed to be reliable, but **we** do not warrant its completeness, timeliness or accuracy. User accesses, uses, and relies upon such content at **User's** own risk. Please seek the advice of professionals as necessary regarding the evaluation of any content on this **Website**. The information on this **Website** is not intended as an offer or solicitation for the purchase of any

stock, any other security or any financial instrument or to provide any investment service or investment advice in any jurisdiction.

- 4.2. Because of the possibility of the human and mechanical error, as well as other factors, the contents of this **Website** are provided on an "as is", "as available" basis. **Liberty Bank**, our affiliates or third parties do not make any warranties and representations about the **Website** or its contents. **Liberty Bank**, our affiliates and third parties disclaim all warranties and representations of any kind with regard to the **Website**, including any implied guarantees of merchantability, non-infringements of third party rights, freedom from viruses or other harmful code, or fitness for a particular purpose. **Liberty Bank**, our affiliates and third parties do not warrant the accuracy, adequacy, or completeness of the information and materials contained on the **Website** and expressly disclaim liability for errors or omissions in the materials and information. **Liberty Bank**, our affiliates and third parties will not be liable for any delay, difficulty in use, computer viruses, malicious code or other defect in this **Website**, any incompatibility between the **Website** and the **user's** files and the **user's** browser or other site accessing program, or any other problems experienced by the **user** due to causes beyond our control. **Liberty Bank** shall not be liable for any expenses, losses, damages (direct, indirect, special, incidental, consequential, punitive, or exemplary damages, including but not limited to financial losses and lost profits) or lost opportunity arising in any way from the access to or use of or inability to use this **Website** or any portion thereof, regardless of whether **we** have been apprised of the likelihood of such damages occurring and regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise.

5. Copyright and trade marks

- 5.1. **Liberty Bank** or third parties, if expressly specified, retain the ownership, copyright © and all other intangible property of the **Website**. All rights are reserved in all countries. The publication, reproduction, transfer or storage of the contents of the site in whole or in part is forbidden unless the holder of title, copyright, title or other intangible property has granted permission for such an action. The prohibition does not apply to storage on a computer or printing for personal use only. The contents may be quoted according to the applicable copyright legislation. When the contents are quoted the source shall have to be indicated. The trademarks or logos included on the **Website** may, however, be reproduced, published or distributed without the previous written consent of the holder of the title, if it is permissible under the applicable law.
- 5.2. Participants in discussion forums, chat rooms, debates and similar on the **Liberty Bank Website** must only submit materials to which they hold the copyright or materials where they have in some way obtained this right. A participant who submits materials is deemed, as and when the materials are submitted, to consent to **Liberty Bank's** storing, disseminating and publishing the materials, electronically or otherwise.

6. Potential disruption of service

- 6.1. **You** shall be responsible for obtaining and maintaining all telephone, computer hardware, software, and other equipment needed to access and use this **Website**. Access to this **Website** may from time to time be unavailable, delayed, limited or slowed due to, among other things:
- hardware failure, including among other things, failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
 - software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
 - overload of system capacities;
 - damage caused by severe weather, earthquakes, wars, insurrection, riots, terrorism, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
 - interruption (whether partial or total) of power supplies or other utility of service;
 - strike or other stoppages (whether partial or total) of labor;
 - governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
 - any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond our control.

- 6.2. If access to this **Website** is unavailable, delayed or limited, or if this **Website** does not operate quickly and efficiently, **you** may be unable to transmit your instructions for transactions and other matters, or such instructions may not be promptly executed or you may be unable to retrieve information on a timely basis. If your operations are dependent on such communications with us, and such communications are disrupted or delayed, you may suffer losses. **Liberty Bank** will not be liable for any such loss.

7. Links to other sites

- 7.1. Where **Liberty Bank** provides links to third party web sites, such links are not an endorsement by **Liberty Bank** of any products, services, opinions, ideas or information provided on or via such web sites. The use of such links is entirely at **your** own risk and **Liberty Bank** accepts no responsibility or liability for the content, use or availability of such web sites. If you choose to link to a website **we** do not control, **we** make no warranties, either express or implied, concerning **your** use of or inability to use such site, the content of such site, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose, nor do **we** warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. **We** do not guarantee the authenticity of documents on the Internet. **Liberty Bank** has not verified the truth, accuracy, reasonability, reliability or completeness of any content of such web sites.
- 7.2. In addition, these third party websites may have a privacy policy or security practices different from this **Website** so it is important to read the policies of those sites before sharing **your** personal information.

8. Cookies

- 8.1. The **Liberty Bank Website** may contain cookies. A cookie is a small text file which is stored on **your** hard disk by the web site you visit. The text file contains information and is, among other things, used for supporting the visitor's use of the relevant website.
- 8.2. There are two types of cookies. The first type, which is called a persistent cookie, keeps **your** files on hard disk for a certain period of time. The **Liberty Bank** uses persistent cookies to record visitor's browsing habits and collect statistical data.
- 8.3. The other type of cookies, which is called session cookies, is only stored temporarily during the time **you** surf on a site. In order to use the **Liberty Bank** Internet service, **you** may have to submit to the use of session cookies. Session cookies may be used by **Liberty Bank** in order to enable **you** to carry out **your** banking transactions etc. and will disappear when **you** log off the **Liberty Bank Website** or close your browser.
- 8.4. If **you** will not accept cookies, **you** can change the security settings of **your** browser (Internet Explorer, Mozilla Firefox, Google Chrome etc.). **You** can choose not to permit the use of persistent cookies without any impact on the functionality of the **Website**. Please note that if **you** do not accept session cookies, you may not be able to make **your** banking transactions etc. via **Liberty Bank's Website**.

9. Limited disclosure statement for non-Georgian users

- 9.1 The **Website** is primarily aimed at the users interested in investments or receipt of services in the markets of Georgia. As such, a number of the investment products and services advertised therein may not be available to private customers outside of the territory of Georgia or may be unsuitable for tax or other reasons. Subject to the nature and contents of investment advertisements and/or announcements that may be provided from time to time on this **Website**, **you** may need to obtain additional advice or recommendations from legal, tax or investment consultants.

10. Applicable law and jurisdiction

- 10.1 This **Website** and its **User Terms** shall be governed by and construed in accordance with the laws of Georgia regardless of whether **you** reside or transact business with **Liberty Bank** in Georgia or elsewhere. Any action against **Liberty Bank** and all disputes arising from or relating to our access and use of this **Website** and the provisions of these **User Terms** and/or Privacy and Data Protection Policies must be submitted by **you** to the exclusive jurisdiction of the courts of Georgia.

- 10.2 **You** consent to the jurisdiction and venue of courts located within Georgia, for the adjudication of all claims by **Liberty Bank** against you arising from or relating to **your** access to and use of the **Website** and the provisions of these **User Terms** and/or Privacy and Data Protection Policies.
- 10.3 This **Website** is not directed to, nor intended for distribution or use by, any person or entity in any jurisdiction or country where the publication or availability of this **Website** or such distribution or use would be contrary to local law or regulation. If you choose to access information on this **Website**, it is **your** responsibility to comply with the applicable local, national or international laws and any use of this **Website** in such jurisdictions is entirely at **your** own risk. For guidance relating to **your** specific situation, please contact **your** legal adviser.
- 10.4 In the event any of the terms or provisions of these **User Terms** shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These **User Terms** and Privacy and Data Protection Policies shall be subject to any other agreements **you** have entered into with **Liberty Bank**. **We** reserve the right, in our sole discretion, to change the terms and conditions of these **User Terms** and Privacy and Data Protection Policies at any time and without prior notice.