

Regulations and Terms

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Terms of Service

Dear User! Please, carefully read the Terms of Service, which represents a Framework Agreement between the user and JSC “Oppa”, hereinafter referred to as the “Agreement”.

By means of our Service, you can pay for various services and products, list of which is given in the payment tool menu.

By using our Service, you automatically agree with the terms of this Agreement and must strictly adhere to the below mentioned regulation for the usage of our Service and other terms of service. In case you do not agree with all the Terms stipulated by this Agreement, you must stop using our Service immediately.

Please, be aware that besides the General Terms, different and specific regulations may exist for particular services, and you will receive respective information during the process of receiving the said particular service. In case of discrepancy between the General and Specific Terms, preference will be given to the specific Terms.

You can receive our Service by means of the following tools: Website, Self-service Terminal, POS Terminal, Application, and cashier.

In order to acknowledge all your paid/payable commissions to us, and principles of their calculation, please, refer to this [link](#).

In order to acknowledge minimal and maximal rates of our commissions, please, refer to this [link](#).

Payment order is deemed as accepted immediately, from the moment of the payment confirmation. The following shall be deemed as the payment confirmation:

- a) In case of the Website and Application – clicking the shortcut/button “Payment”.
- b) In case of use of the self-service terminal – inserting money into the device.
- c) In case of the payment operation at the Cashier – giving respective order to the Cashier.

1. General Terms

1.1 Definitions:

1.1.1 Payment Service Provider – Legal entity providing the payment Services to the respective users according to the Georgian legislation – JSC “Oppa” (Hereinafter referred to as the “Company”).

1.1.2 Services – Payment and/or other services.

1.1.3 Framework Agreement – This document, hereinafter referred to as the “Agreement”.

1.1.4 Website - www.oppa.ge

1.1.5 Account – Electronic account, technical means of the payment tool that enables the possibility to use electronic money.

1.1.6 Recipient – Person that receives the Payment Service from the JSC “Oppa”

1.1.7 Data Processing – Any accomplished activities related to the data using automatic, semiautomatic or non-automatic tools. Particularly, collecting, recording, photographing, audio recording, video recording, organizing, storing, modifying, restoring, requesting, using or revealing in order to transfer, distribute or make accessible in some other way, grouping or combining, blocking, deleting or destroying of the data.

1.1.8 Non-authorized Payment – Payment without a consent of the payer to accomplish the transaction.

1.1.9 Payment Tool – Technical means and/or aggregate of the procedures agreed between the Payment Service Provider and the User, that enable the User of the payment Services to initiate the payment order.

1.1.10 Payment Order – Order of the Payer given to Payment Service Provider to accomplish the Payment transaction.

1.2. By using our Services, you confirm that:

- 1.2.1 You are a capable adult of 18 years of age, or a person between 7 -18 years of age having a permit from the respective persons to enter into the agreement, receive the services and manage respective amounts.
- 1.2.2 You must strictly adhere to the service usage regulations stipulated by this Agreement.
- 1.2.3 In order to use our Services, You must present full and correct information requested by us.
- 1.2.4 You must adhere to copyright and intellectual rights, shall not copy or distribute any information (fully or partially) existing on the website in any manner or for any purposes.
- 1.2.5 You must strictly protect safety and confidentiality of your personal account or any requisites, shall not reveal to any third persons the safety account requisites of you page in order to safeguard the assets and information existing on your personal account.
- 1.2.6 You own all the necessary rights, permits to use Oppa.ge or to allow Oppa.ge to use the information submitted by you in accordance with this Agreement and regulations for the information protection policy (Please, read about the said on the Website).
- 1.2.7 You must not use any information existing on the website with the purpose to obtain personal identification information or to reach any commercial goals, including the names of the accounts, E-Mail addresses and any similar information.
- 1.2.8 You must not conduct any activities directed to learning of the personal and confidential information of other Users (including the security codes) or to disposing of the assets of other Users.
- 1.2.9 You must not impersonate any other User or use personal data or page of other User.
- 1.2.10 You must not conduct any activities endangering the website or proper functioning of the Services.
- 1.2.11 You must not conduct any illegal activities or advertising by means of our Website or Services.
- 1.2.12 You must not use the Website or Services to create any undesirable spam or E-Mail ad deliveries.
- 1.2.13 You must not conduct any prohibited by the Law activities, like money laundering, financing or support of the terrorists/terrorism, arms purchase/trade etc.
- 1.2.14 You must not conduct any activities prohibited by the Legislation, this Agreement and adopted regulations for receiving of the Services by means of the similar Websites.
- 1.2.15 Delivery of any information to you shall be accomplished by means of the website (www.oppa.ge).
- 1.2.16 You are not allowed to use your electronic account for business purposes, unless you have registered your electronic account as a business entity.

- 1.2.17 In case you are a legal person or a business entity / individual entrepreneur, duly registered according to the Georgian Legislation, you have a right to participate in the electronic money scheme only as a recipient of the payment operation amounts. You are not allowed to act as a payer, with the exception of the cases when you return amount of the payment operation to the payer. During the payment operations, you may use your electronic account only to receive the amount. In case you use the payment services as a legal person or an individual entrepreneur, it is necessary to sign the respective register and indicate your active bank account. We ensure the transfer of the amounts equivalent to the indicated volume of the electronic money to the bank accounts indicated by you, within 15 banking days from the moment of receiving the said electronic money.
- 1.2.18 In case of violation of the Articles 1.2.16 and 1.2.17 of this Agreement, you will be charged with 200 GEL fine for each fact of violation.
- 1.2.19 Each time you use our Services, you agree that in cases stipulated by the Georgian Legislation, we may inspect your data at the Public Service Development Agency.
- 1.2.20 You are not politically active person (citizen that holds a State (Public) political position performing political functions (except for medium and low ranks officials), including:
- a) Head of State, Head of Government, Member of Government (Minister), Deputy Minister, Head of State Institution;
 - b) Member of the legislative body (Parliament);
 - c) head of a political union, member of the governing body;
 - d) the Supreme Court, the Constitutional Court, and other courts of the highest instance a member of the body whose decisions are appealed in exceptional cases;
 - e) the Auditor General, his deputy, a member of the Court of Auditors;
 - f) Member of the Board of the National (Central) Bank;
 - g) Ambassador, Head of Diplomatic Mission;
 - h) Head of Defense (military) forces;
 - i) the head of a state-owned enterprise with management, management Member of the body;
 - j) the head of the international organization, his deputy, a member of the governing body and/or conducts important State or political activities.
- 1.2.21 In cases stipulated by the Legislation, your data processed by us according to the Article 13.2 of this Agreement, may be submitted to the Financial monitoring Service of Georgia and to the National bank of Georgia.

2. Responsibility

2.1 We take full responsibility for all and any damages, losses, claims, obligations and expenses born by the User as a result of our making.

2.2 We may be charged with responsibility only for the cases of non-fulfillment, incorrect and/or overdue fulfillment of the payment operations caused by our own fault.

2.3 According to the regulations stipulated by this Agreement, you have the right to return the amount corresponding to unauthorized or incorrect operation caused by us, within 40 days from the date of the processing of an unauthorized operation or within 180 days from the date of the processing of incorrect operation provided that you informed us about the said without a delay, and in case of the direct debit – within the period stipulated by the regulations of the National bank of Georgia.

2.4 In case of unauthorized or incorrectly processed transaction, you shall contact us at Hot line: (+032) 220 30 00 or (+032) 224 45 00. You must inform us about an unauthorized or incorrectly processed operation and submit following information: User number (The code you have entered for the chosen Payment service), amount of the transfer and name of the recipient – beneficiary of the Payment. Based on the Legislation and this Agreement, we take decision to return or refuse to return the

paid amount, we will inform you about the said decision. In case of the positive decision, you will receive the contact information (Address, name, surname, and telephone number) where/from whom you can receive the amount by presenting your ID. If you wish, it is possible to transfer the amount to the account of the recipient proposed by you.

2.5 We are not responsible for the damage or result, caused by you or by your fault, or for the intentional non-fulfillment of the obligations related to the account by you or due to your negligence.

2.6 You shall be charged with responsibility for non-fulfillment or improper fulfillment of the Payment Order caused by the incorrect information indicated in your payment Order, stolen or lost account or its misappropriation or illegal use, or non-compliance with safety measures according to the Georgian Law “On Payment System and Payment Services”.

2.7 You shall be charged with responsibility for the intentional non-fulfillment (or non-fulfillment by your negligence) of the Article 5.2 of this Agreement.

2.8 We take no responsibility for the damage arisen from the unauthorized transaction caused by insecurity of the safety measures or personalized means of protection of the Payment Tool. You are obliged to inform us immediately concerning the discovery of the fact of loss, theft, misappropriation or illegal use of the Payment Tool, and about other violations of the regulations regarding the use of the electronic account.

2.9 Your responsibility for the damage caused by theft or loss or misappropriation or illegal use of the Payment Tool or unauthorized transaction accomplished within the territory of Georgia, shall be determined according to the Article 33 of the Georgian Law “On Payment Systems and Payment Services”.

2.10 Please, read carefully the information necessary to accomplish the Payment Order and enter your requisites correctly. We cannot take responsibility for the correctness of the information you entered.

2.11 During the Payment transaction, you confirm the consent that you pay for the cost of the services or products of the particular recipient. As soon as you fix the transaction and choose the type of the Payment you desire, respective amount will be blocked on your Bankcard or account. In case of any errors (for example, any technical errors of the operator), that prevent timely delivery of our Services, our system applies to the recipient or to the Partner Bank (that accomplished the Payment transaction), and sends request to unblock respective amount on the Bankcard of the User or return the said amount to the Bankcard (in case the Payment transaction was accomplished from the card account). If the Payment transaction was processed from your electronic account, the amount will return to the same account. We cannot take responsibility for the swiftness of the process of money return. We take obligation to get maximally involved in the speeding up of the process within the existing possibility. Amounts that were transferred according to your indication and request for the Services you chose cannot be returned if the service Provider refuses to cancel the successful transaction. The Payment is deemed accepted as soon as you confirm it by pressing the respective Payment button/shortcut.

3. Account Safety Measures

3.1 You must safeguard any requisites of your electronic account (phone number, password, E-Mail address etc.) and you shall not reveal the said in any form to any third persons. For the account security purposes:

- Change your password periodically (at least once in 3 months).
- In order not to make it easily accessible for other persons, do not write down or otherwise store the requisites of your account.
- Do not choose a password which is easily guessable or of any significance and might be easily guessed by other persons.

- Safeguard the mobile phone number indicated during the registration, as the mobile phone number enables the account authorization (SMS authorization). In case of change of the mobile phone number, immediately indicate a new number where you would like to receive an authorization code.

3.2 In case you have a well-grounded doubt that your account entry information, the password or safety code(s) were stolen, lost, misappropriated or used illegally, you must change your password immediately and contact us.

3.3 You are also obliged to take any reasonable measures to protect your E-Mail accounts. Please, check and make sure that your E-mail accounts are safe and only you use them, as your E-Mail address may be used to restore the password. In case the E-Mail linked to your electronic account was used illegally, you must inform the E-Mail service provider and us immediately.

3.4 If you use a public or common use computer or a third person mobile phone to access your electronic account, you must ensure that your account entry data is not stored in the web browser or in the cash. If you use your own computer, you must ensure that you are the only user of that computer. You must not use any such functions of the computer that enable saving and storing your account entry data and passwords in the computer. After completion of your work, exit the software only by means of clicking the "Logout" button.

3.5 Do not enter your account using the internet of common use (for example: Tbilisi loves you)

3.6 You must protect safety and confidentiality of any information related to the use of your account, including but not limited by the identification data, digital, software or other means of digital or electronic access provided by us or any types of codes related to the said means of access.

3.7 Other additional products and services you are authorized to use, may have other additional safety requirements and you must be familiar with these requirements.

3.8 For the purposes of the safety of your account, prior to entering the website, make sure that you are at the following internet page: <https://www.oppa.ge/User/Services/Services.aspx?id=0>. This may be verified by clicking the "lock" existing in the web-browser or in the top left corner of the page. The said lock provides information concerning the safety certificate.

3.9 Do not keep your confidential information (User name, password, authorization code) in your computer, online or in your mobile phone, unless it is stored in the files protected with the password.

3.10 Do not send any confidential information by E-Mail. We will never ask you to send such information by E-Mail. In case you receive a message containing such a request, please, call us immediately (contact numbers: (+032) 2 20 30 00; (+032) 224 45 00), inform us about the mentioned and delete the message.

3.11 Take advantage of the Services using the licensed software.

3.12 Compliance with proposed safety measures is important for safeguarding of your account in order to avoid the loss, theft, misappropriation or unauthorized use of your account.

3.13 Your failure to comply to the safety terms of your account may cause the following:

- A third person may appropriate your account, resulting in the financial losses for you, and/or distribution/use of your personal information.
- Failure to protect your E-Mail account may allow that a third person misappropriates your account with the purpose to restore the password(s) using your E-Mail account.

3.14 We cannot take any responsibility for your failure to comply to any of the abovementioned safety measures.

3.15 We have a right to block/suspend your account in case you breach the terms of use of your account and/or provisions of this Agreement, or in other cases stipulated by the Legislation.

4. Terms of Receiving the Services and Use of the Payment Tools

4.1 Our Services are available in Georgia. We reserve the right to prevent or limit our Services otherwise at our discretion.

4.2 You are obliged to adhere to the following terms related to the Payment Tool:

4.2.1 Use the Payment Tool according to the terms stipulated for this account.

4.2.2 Adhere to the safety measures of the Payment Tool, ensure safeguarding of the personalized means of this Tool.

4.2.3 In case of revealing of the fact of the loss, theft, misappropriation or illegal use of the Payment Tool, inform us immediately.

4.3 We are obliged to adhere to the following terms related to the Payment Tool:

4.3.1 Take all the possible measures to safeguard the payment Tool and ensure prevention of its unlawful use.

4.3.2 Do not allow access to the personalized safety data to other persons, with the exception of the owner of this Tool.

4.3.3 To introduce to you safety requirements of the payment Tool.

4.3.4 To ensure at any time reception of your notification stipulated by the Article 5.2.3 directly from you or from the person predetermined by you. In case of the request, we confirm the acceptance of the notification within 18 months from the moment of the said acceptance. Upon receiving of the notification from our User, we immediately ensure the prevention of the further use of the Payment Tool.

4.4 Cash Withdrawal Procedure:

4.4.1 You can withdraw amounts by visiting the Company Head Office in Tbilisi (D. Aghmashenebeli Alley, 19) from Monday to Friday (including) from 10:00 to 18:00, with the exception of the holidays determined according the Georgian Legislation.

4.4.2 You shall bring your mobile phone with activated number indicated in your account profile.

4.4.3 Upon verification of your mobile phone number, you can withdraw amounts from the special cash dispenser at the Tbilisi Head office.

4.4.4 Cash withdrawal procedure does not require filling of any special documents.

4.5 Account cancellation Procedure:

4.5.1 In order to cancel your account, the balance of your account shall be equal to zero.

4.5.2 Account may be canceled by the user of the log-in and password, and also by the user - owner of the mobile phone only.

4.5.3 You can cancel your account by visiting the Company Head Office in Tbilisi (D. Aghmashenebeli Alley, 19) from Monday to Friday (including) from 10:00 to 18:00, with the exception of the holidays determined according the Georgian Legislation.

4.5.4 At the Head Office, you must present: a) your ID/residence permit/Georgian Passport or any other document stipulated by the Legislation (in case of foreign citizenship – a Passport of the respective country) and the activated mobile phone indicated in your account, and b) a statement of the mobile operator concerning the owner of the mobile phone number (in case the said number is registered to the third person – together with the owner's statement concerning the ownership of the number, you must present the power of attorney regarding the use of the said number issued by the owner.

4.5.5 In order to cancel the account: A) In the Head office, you have to write the application to the General Director of the Company. B) Respective employee of the customer service division accepts your application and a copy of your ID, proceeds with the SMS verification of the number (you receive a code sent from the device to the number indicated by you and in the presence of the respective employee, you accomplish a single entry from the device to your account), and in case of confirmation, sends the cancellation request to the programming division. C) The programming division cancels your account within 3 (Three) working days from the moment of your request, with the exception of the cases when the Company has a doubt concerning the illegally obtained amounts on your account or illegal use of your account. In case of the said doubt, the Company reserves the right inspect your data additionally or to suspend the cancellation process.

4.5.6 In case of cancellation of the account, only the User, but not the history of the User, is deleted from the System (respective data shall be stored for at least 6 years from the moment of the account cancellation).

4.6 Procedure of blocking and unblocking of the account by the User:

4.6.1 Blocking of the account means the limitation of the access to the account from any means.

4.6.2 Full blocking of the account is possible from the Website, for the temporary blocking of your account (for up to 6 hours), you can contact us on hot line (+032) 220 30 00 or (+032) 224 45 00. 4.6.3 Only the User with the login and password is entitled to request the full blocking of the account.

4.6.4 In order to block the account from the Website, the User enters the special link “Account Blocking” in the right corner of the Website. To complete the account blocking there, you must pass the authorization with the login and password.

4.6.5 In order to block the account temporarily by calling us on hot line, you must state your login, E-mail address and details of your last transaction (destination, amount) to the respective employee of the Company.

4.6.6. In order to unblock your account: A) you must visit the Head Office of the Company and present your ID/residence permit/Georgian Passport or any other document stipulated by the Legislation (in case of foreign citizenship – a Passport of the respective country), B) Fill the special form (User information: name, surname, E-Mail address, login, mobile phone number) at the Head Office, C) respective employee of the Company stores the copy of your identification data together with the filled form, D) sends the request regarding the restoring of the account to the programming division, E) after restoring, the account passes the verification.

5. Restrictions on the Website Use

5.1. Information on the Website can be changed or removed without the prior notice. We cannot guarantee the flawless or non-delayed operation of the services provided by this website. You cannot receive any services that, in our opinion, violate the Legislation. Besides that, you are not permitted to use our systems or this Website without any authorization, including but not limited with unauthorized entry into our systems, improper use of the password or of any information published on the Website. You agree that we have a right to reveal and pass any information (including the name, surname, personal number, date of birth, mobile phone number etc.) provided by you and obtained by us, within the framework of this Agreement, to: 1) Any persons and their authorized representatives affiliated to us, 2) any other person or organization, with your consent, 3) Respective persons of institutions, in case of existence of authority or obligation to reveal the information according to the Legislation. Your use of this website or submission of any information shall be deemed as your approval to pass the information in such a way. We have a right to process your personal data.

6. Spending Limit

6.1 Following limits are defined for the Payment Service transactions using the Account:

6.1.1 In case you are an unidentified user, within the territory of Georgia, you can accomplish a single payment of up to 1000 (Thousand) GEL or its equivalent in foreign currency. Within 24 hours, you can accomplish the aggregate payments of up to 2 000 (TwoThousand) GEL or its equivalent in foreign currency.

6.2 The said limits may be changed by the Company based on your oral/written request that may require submitting additional information from your side.

6.3 Various spending limits may be applied to the particular Payment Services. You will be informed about the said directly during the Payment transaction.

7. Limitation of the Responsibilities

7.1 We do not take responsibility or obligation on issuing any warranty or promises related to this Website; including the incompatibility between the Website and User files or the internet navigation software (Browser) used by the User or other software used to enter the Website and other problems that Users may face due to the circumstances independent from us.

8. Intellectual Property

8.1 Information published on the Website and contents of the Website are protected by Intellectual Property Rights (including the Copyright and Trademarks). Unauthorized Publishing (completely or in part), copying, transfer or storage of the contents of this website is prohibited. This restriction does not apply to the saves in the computer or printing only for personal use. In case of citation, the legally determined Copyright shall be protected. It is not permitted to reproduce, publish or distribute the Trademarks and logos existing on the website without the prior written consent of the owner of the respective property rights.

9. Possible Flaws

9.1 Website entry may be delayed by:

9.1.1 Failure of the equipment, including but not limited by the failure of the electronic and mechanical equipment of the computers, servers, networks, telecommunication lines and connections.

9.1.2 Failure of the software.

9.1.3 System overload.

9.1.4 Total or partial delay in the supply of electricity or other public services.

9.1.5 Damage, caused by natural disasters, bad weather, accident, war, riot, insurrection, act of terrorism, civil unrest, total or partial strike or other delay of the labor process.

9.1.6 Restrictions adopted by Government or by Legislation, Court verdicts or other human interference.

9.1.7 Any other reasons (similar or non-similar to the abovementioned), beyond our control.

9.2 Please, be aware that if you cannot access the Website, Website entry is delayed or limited, or the Website does not respond fast and properly, there is a high probability that you will not be able to receive our Services and the Payment will not be successful. To avoid the misunderstandings, you must refrain from using the Website and/or receiving the Service. If, despite the mentioned circumstances, you continue to use the Website, you take the responsibility for the results and risks.

10. Links to other Websites

10.1 On our Website, there may be some links that enable you to connect with other websites. Please, be aware that the said does not mean that: we recommend you to visit other websites; or this is confirmation of authenticity, quality or reliability of other websites or that of the products, services, opinions, ideas or information proposed by other websites. In addition, we cannot give a guarantee that the said websites or their contents are free from claims that may be related to the copyright, trademarks or other violations of the rights of the third persons. Besides that, we cannot give a guarantee that the said websites or their contents are free from viruses or other damaging factors. Please, be aware that other websites may adopt the safety policy or safety practice that is different from those of our Website; therefore, it is necessary to inquire about the policies of such site before you exchange your personal information.

11. Information Protection Policy

11.1 Protection Policy of the present information contains the issues of safeguarding the information related to the Website “Oppa.ge” (meaning “Website” at the following web address: www.oppa.ge). Our goal is to protect your information within the online space. Please, read this Information Protection Policy to find out what type of information we collect from you (“User”) and how do we use the said. You can send any additional questions concerning the Information Protection Policy, to the following E-mail address: info@oppa.ge

12. User Information and Terms of its Use

12.1 In order to use your electronic account fully and without any limits, you have to pass the identification/verification procedure. We may ask you to submit certain information about you (name and surname, personal number, mobile phone number, E-Mail address, sex, date of birth etc.) when you conduct certain activity through our Website (For example, opening the account, purchasing our Services or those of our partners). During the process of the Payment for the Services or products, we may also request from you to submit the number of your Bankcard, its expiry date, authenticity code and other related information. The latter information is not stored at our Website, as the Payment is processed from the protected page of our Partner Bank. Considering the said, we have no access to your Bankcard information.

12.2 Verification information is carefully checked, giving us the possibility to identify a person. In cases stipulated by the legislation, we have a right to request you to pass the verification, which means that you have to fill the mandatory personal information (personal number and date of birth) in your account. We check the said information at the Public Service Development Agency. In case of confirmation of this information, the verification process shall be successful.

12.3 Personal identification data is the information that enables us to identify a particular User. During the identification process on site, you must present your ID and pass the procedures defined by the Company according to the Georgian Legislation. Considering the Georgian Legislation, internal provisions and security measures of the Company, we may ask you to pass the identification. Identification procedure is the next stage of the verification, and it applies to the citizens of Georgia and persons having the legal right of residence in Georgia.

12.4 Non-personal identification data is the information that cannot identify a particular User. Information of this type may contain specifics of the Browser you use and the IP address of your internet protocol. We and the third party service providers and advertisers authorized by us, may obtain this information while you are on our Website.

12.5 Please, be aware that we process the personal and non-personal information received from you, which means that by using automatic, semi-automatic and non-automatic means, we may conduct any actions to the data received from you, i.e. collect, record, photograph, audio record, video record, organize, store, replace, restore, request, use and reveal this data with the purpose to submit, distribute or make it otherwise accessible; group or combine, block, delete or destroy the data for the marketing purposes according to the paragraph “a” of Article 5 of the Georgian Law “On Personal Data Protection”. Purpose of all the above mentioned is to improve the Services to be provided for you. By confirming the present Framework Agreement, you agree with the abovementioned.

12.7 Renewal and modification of the information. You may modify your personal identification information (with the exception of the verified data) by accessing the respective section of your account at our website or by your written request. We suggest renewing your personal identification information in case of its changing. You may request to delete the information existing in your account. However, due to the fact that we monitor the old transactions, you cannot delete information related to the old transactions accomplished at the Website. Besides that, we might not be able to delete entire information related to you, due to the backups of the information that we accomplish periodically. Information about your Bankcard is not in our storage, it is safeguarded at the protected page which is provided and managed by our partner Bank. The latter has its own policy of protection of its own data, which is not controlled by us.

12.8 Choice of the User concerning the collection and use of the information. At any time, you may refrain from submitting additional information. Although, submitting the information may be necessary if you enter any activity existing on the Website.

12.9 Information Safety. In order to protect the personal identification information, we implemented several safety measures. Your personal identification information on our Website is only accessible by indicating your User name and password. This password is encrypted. We suggest not revealing this password to any third persons. Besides that, your personal identification information is stored at the protected server that may be accessed only by the respective personnel and contractors. We do not have any information regarding your Bankcard and we do not have access to the said, because your Bankcard is within the control area of our Partner Bank. Please, be aware that any transfer of the data by means of the Internet or wireless network, may not be absolutely and guaranteed secure. We provide commercially reasonable safety measures to protect data and we try establishing relations only with organizations that have the same approach to this issue. However, we cannot give any guarantee concerning the safety of the Website or any information outgoing from the Website and we cannot take responsibility for the actions of any third persons that may receive any similar information.

13. Jurisdiction

13.1 Entering the present Agreement and accepting our Services shall mean that this Agreement is drawn in Georgia, namely, in Tbilisi.

13.2 Disputes arising between the parties shall be resolved by means of negotiations. In case the parties fail to agree, Tbilisi Municipal Court shall be deemed as an authorized Court for resolving the said dispute.

13.3 None of the provisions of the Agreement create a partnership, work relations or representation between you and us. Present Agreement has no third party beneficiary. You are not allowed to transfer this Agreement, or rights and obligations granted by this Agreement, completely or partially, to any third party without our prior written consent. Any such attempt from your side shall be deemed void. In case any of the parts of this Agreement are deemed void or useless for enforcement, the said parts shall be re-drawn according to the respective Legislation, while the remaining parts remain valid.

14. Termination/Modification of the Agreement

14.1 Planned modifications of the Agreement are effective after 1 (one) month from the date of their publication in the form defined for the agreement (on the website). The said shall not apply to the cases when the modification concerns a change of the Payment Service commission in your favor, or it concerns a new Payment Service that does not replace and/or modify the Payment service stipulated by the Agreement.

14.2 Date of its publication at the website shall be indicated in the modification.

14.3 Any modifications to present Agreement shall be deemed as agreed with you, unless you notify us prior to its entering into force, that you do not agree with the planned modifications. Modifications proposed by us shall be deemed as approved by you, unless refuse to accept the modifications before they become effective. Before the modifications become effective, you are entitled to terminate the Agreement immediately, without payment of any commissions, expenses and penalties defined for the early termination of the Agreement. On the other side, in case you refuse to agree with the modifications, we are entitled to terminate the Agreement after the date of amendments.

14.4 You may terminate the Agreement at any time according to the terms of this Agreement. Such termination shall not incur you any additional financial obligations to us.

14.5 We are entitled to terminate the Agreement, in case: a) You use the account for any illegal purposes; b) Inspection reveals that your data is in the list of terrorists or persons supporting the terrorism; c) You use the account for business purposes; d) in other cases stipulated by the Legislation.

14.6 In case of termination of the Agreement from our side, one month prior to such termination, you will receive the respective notification in your e-mail address and/or mobile phone, with the exception of the cases stipulated by the subparagraphs “a-c” of Article 14.5 of this Agreement.

14.7 Upon termination of this Agreement, your account will be cancelled, but you will be able to withdraw any amounts existing on your account at the moment of termination of the Agreement according to the provision of Article 4.4 of this Agreement, unless the Company has a doubt that the said amounts were obtained illegally or may be used in illegal way.

14.8 In case of termination of the Framework Agreement, the regular payable commission fees for the payment Services shall be paid proportionally only for the period of the provided payment Services. In case you paid the payment Service commission fees in advance, the amount paid in surplus shall be reimbursed to you.

14.9 We are authorized to cancel your account at oppa.ge if you do not enter into your account for one year and/or no amounts were billed to your account for one year. Notice concerning the cancellation of your account shall sent to the contact mobile phone number or E-mail address indicated in your account.

15. User Appeals and Fixing of Claim

15.1 You may apply to us and fix your claim any time.

15.2 In order to fix your claim you may apply to us by means of: telephone call, online chat, E-Mail, Facebook page, visit to the Head Office or Regional Offices.

15.3 You can fix your claim in writing, by phone, electronically and/or by other means of telecommunication.

15.4 In case you wish to fix the claim in writing, you have to draw it while visiting the Head Office or Regional Offices of the Company. The Claim shall be directed to the General Director and shall indicate: your name/surname, number of your ID/residence ID/Georgian passport or other document stipulated by Legislation (In case of the foreign citizenship – Number of the Passport of the foreign country), date of the claim, the number indicated during the payment operation, detailed description of the claim and request, contact requisites where you would like to receive the answer to your claim, contact phone number.

15.5 In case of fixing the claim by phone or by other means of telecommunication, you shall indicate: your name/surname, number of your ID/residence ID/Georgian passport or other document stipulated by Legislation (In case of the foreign citizenship – Number of the Passport of the foreign country), date of the claim, the number indicated during the payment operation, detailed description of the claim and request, contact requisites where you would like to receive the answer to your claim, contact phone number.

15.6 In case additional information is required to investigate the factual circumstances, respective employee of the Company shall request that you provide such information.

15.7 In case your claim is not presented according to the regulations stipulated by the Articles 15.4-15.6 of this Agreement, or your information is flawed, the Company shall not review you claim unless you remedy the said flaw.

15.8 Your claim shall be answered within 7 (seven) working days from the moment of fixing of the said claim. In case the Company requires more time, the Company or respective employee of the Company will inform you accordingly.

16. Additional Information

JSC „Oppa”

ID Code: 248429598

Registration Number: 0002-9004 – Ordinance of the President of the National Bank of Georgia (N84, December 12, 2012).

Supervising Institutions:

National Bank of Georgia, Website Address: www.nbg.gov.ge

Financial Monitoring Service of Georgia, Website Address: www.fms.gov.ge

Please, be aware:

Supervising Institutions are not responsible for improper fulfillment of our obligations under any circumstances.

You are entitled to receive information stipulated by “Regulations on Submission of the Mandatory Information During the Accomplishment of the Payment Service to the User”, approved by Order (Nº1/04, January 6, 2016) of the President of the National Bank of Georgia, together with information concerning the Terms of the Framework Agreement, which is accessible on a 24 hour basis at the Website (www.oppa.ge)

Agreement and/or current contractual relations between us shall be regulated in Georgian language.

17. Contact Information

Hot line: (+032) 2 20 30 00; (+032) 224 45 00

Actual and Legal Addresses: Al. Kazbegi Ave. N 15.

E-Mail Address: info@oppa.ge

Websites: www.oppa.ge