

Welcome to "TBC Pay" web page

The terms of this Agreement ("Agreement") are mandatory for you and the Company "TBC Pay".



You are kindly requested to read these terms carefully.

By using this web site, you automatically agree with the terms of this agreement and are obliged to follow all the conditions listed below that govern your use of our services and other terms of services. In case you do not agree with the terms set out in the agreement, you are obliged to immediately terminate the use of our services.

Please note that in addition to the general conditions, there may exist different and specific rules on which you will be informed during the process of receiving specific services. In case of inconsistency between general conditions and special conditions, the terms of this Agreement shall prevail.

Definition of Terms

Us – "TBC Pay" Ltd, hereinafter tbcpay.ge;

You - person (physical person; legal person, on whose behalf physical person acts) accessing this Website;

Services - Electronic Payment Services;

Agreement – This document;

Recipient – The person in whose favor the payment is made;

When using the website, You:

- Confirm that you are a capable adult or person who reached the age of 16 and have permission from the relevant persons (legal representative) to sign this Agreement and receive online payment services through the website and dispose the appropriate funds;
- Provide accurate and true information when authorizing on the website in order to use our services,;
- Confirm that the information is provided by your own will when authorizing on the website and for that you have all the rights/permissions under the Law or the Agreement.
- Confirm that we have the right to store the information provided by you for creating transactions history and any other purposes of functioning of the web site.
- Shall protect copyright and intellectual rights and shall not copy or disseminate in any other form and for any other purposes, the entire information or any part of the information provided on the website;
- Shall follow the privacy and confidentiality of your personal account during authentication. Shall not disclose to any third party the security data of your profile created during your authentication process in order to have the information about your personal account protected;
- Shall not take any actions that threaten the proper functionality of the website;
- Shall not take actions prohibited by law, by this Agreement and the rules established by similar websites for online payments;
- Confirm that you will not take any action to identify personal and confidential information of other persons, including security codes of their accounts, and dispose personal assets of another user.
- Confirm that you will not commit any illegal activity through our website, including activities such as money laundering, terrorism financing or assistance and actions directed towards legalization of illicit income;

Us

"TBC Pay" is a company that aims to make electronic payments ("Services") available through the website, namely <http://www.tbcpay.ge>

We provide services that ensure the transfer of funds to the recipient's account and related transactions, payments using direct debit (including one-time order), payment card or other electronic means or a credit transfer (including standing orders), within the limits of own amount or credit resource of the user of payment services;

Use of the Website

When making a payment, you confirm that you are paying for a specific recipient's service or product. You can make any payment using your bank card.

Registering on "tbcpay.ge" gives you the opportunity to have your profile with which, unlike a regular user, you can view the payment history, create payment templates and, most importantly, pay more conveniently, since you do not have to re-enter the information required for identification / verification.

You confirm that you have all the necessary rights, permissions allowing you to use and allow us to use any information provided by you, in accordance with this Agreement and the information security policy;

Provision of Services

Our services are available through the website in Georgia.

We reserve the right, at our discretion, not to allow or otherwise restrict the provision of our services to each individual user.

Also, we reserve the right to reject to you in a particular case in respect of a specific payment based on the standards set by the National Bank for payment service providers.

Upon receiving the service, you confirm that you are paying for a particular recipient's service or product. Once you have selected a specific payment, you select the desired payment form and the corresponding amount will be blocked on the bank card or on the account. In case of a failure, if the service is not delivered on time, we will refer to the recipient through which the payment was made and send a request for the elimination of the failure.

Obligations

You are obliged to inform us in the shortest possible time about the loss, theft, illegal use or misappropriation of the payment instrument (account, code, password, and other data required for the payment), otherwise you are fully responsible for any damages whether caused intentionally and by negligence.

You are obliged to protect the security measures of the payment instrument, to ensure the protection of personalized account assets.

We are obliged to take all possible measures to ensure the protection of your payment instrument and prevent its illegal use, do not make personalized security features and tools available to other persons other than their owners and notify you the security requirements of the account;

In case of receiving the notification of the fact of loss, theft, illegal use or misappropriation of a payment instrument (account, code, password and other required for payment data), we acknowledge receipt of the notification if the period does not exceed 18 months from the date it was received. Upon receiving the notification from the user, we immediately take measures to prevent further use of the payment instrument.

Limitation of responsibility

We bear responsibility and liability for the operation of this website only if it is caused by our intentional action.

You are solely responsible for the correctness and completeness of the banking information provided to us by your payment order.

Limits

If you are a non-identifiable user you can make a one-time payment within the territory of Georgia that does not exceed 1500 (one thousand five hundred) GEL or its equivalent in foreign currency.

Notification of an unauthorized or incorrectly executed payment

You have the right to request a refund for an unauthorized or incorrectly executed transaction in the event that not more than 40 days have passed from the date of the unauthorized transaction or not more than 180 days from the date of the incorrectly executed payment and have notified us in the shortest possible time from the moment of receiving information about the unauthorized or incorrectly executed payment.

In case of an unauthorized or incorrect payment, you can contact us via the hotline: (+032) 2 27 27 27, inform us about a unauthorized or incorrectly executed transaction and provide us with the following information: the payment information (for example, personal number, subscriber number, etc., which you have entered into the selected payment service), the amount of money transferred and the name of the recipient in whose name the payment occurred. On the basis of the legislation and this Agreement, we will take a decision whether to refund or not the amount and notify you accordingly. In case of a positive decision, you will get the relevant information based on which you will be able to receive money. At your request, you can transfer money to your account / mobile phone number.

Restrictions on using this website

We do not guarantee that the online payment service on this Website will work without any errors or delays.

Delay in accessing the Website may be caused by a malfunction of computers, servers, networks, telecommunications lines, communications and other equipment.

By system overload, damage caused by natural disasters, bad weather conditions, accident, military actions, strikes, riots, terrorist acts, restrictions imposed by the government or legislation, court decisions and other circumstances that are not subject to our control and are not caused by our fault.

In such cases, please note that you may not be able to receive the service and payments may not be successful. Therefore, please refrain from using the website / online payment services. If, despite these circumstances, you are still continuing to use the website, you are responsible for the consequences and risks.

Disclosure of information

We are authorized to disclose the information provided by you on the website and transfer it to:

1. any person affiliated with us and his authorized representative;
2. any other person or organization with your consent;
3. The relevant person or body in the case provided by law, if there are rights and obligations to provide information, for example, such as a court, arbitration, etc.

The use of this website or provision of any information by you will be considered to be your consent to such transfer of information.

We have the right to process your personal data in accordance with clause "a" of Article 5 of the Law of Georgia "On Personal Data Protection" for purpose of providing you with the services.

When your website use, we collect two types of information about our users: personally identifiable information and non-personally identifiable.

Personally identifiable information

Personal identification information means any information that can be used for identification of a particular user, for example: your name and surname, personal number, email address, gender and date of birth, card number and date of expiration, authentication code, transaction history or other relevant information.

Non-personally identifiable information

Non-personally identifiable information is the one that does not identify a particular user. This type of information may include your browser type and the IP address of your Internet protocol. We and/or authorized by us third-party service providers can automatically receive this information.

Update and Change of Information

You can change your personally identifiable information on the website by visiting the relevant section of your profile.

Final Provisions

Amendments to this Agreement can be updated through publishing on the website www.tbcpay.ge which comes into effect 1 (one) calendar month after their publication.

Any amendments made under the terms of the Agreement will be deemed to be agreed upon with you, unless, prior to their entry into force, you declare disagreement about the planned amendments. Before the amendments come into force, you are entitled to terminate this Agreement immediately without paying any commissions, expenses or penalties.

In case you don't agree with the amendments, we are authorized to terminate this Agreement after the date their entry into force.

You have the right at any time to terminate this Agreement, upon giving us at least 30 (thirty) calendar days' prior notice.

We have the right at any time to terminate this Agreement, upon giving you at least 30 (thirty) calendar days' prior notice.

This Agreement shall remain in force until terminated by either of the Parties.

By agreeing to this Agreement and receiving our services through the website, it is considered that the Agreement is concluded in Georgia, namely in Tbilisi, and in the event of a dispute, the Tbilisi City Court considers it in accordance with the legislation of Georgia.

You can not fully or partially transfer this Agreement or rights and obligations under this Agreement to third parties without our prior written permission.

Any of your attempts of such nature will void.

"TBC Pay" Ltd

Identification Code: 204559361

Registration Number: 0005-9004

Legal address: 7, Marjanishvili str., Tbilisi

Actual Address: IV, Vazha Pshavela, 3g, Tbilisi

Email : info@tbcpay.ge

You have the right to receive information defined by the "Rules for the provision of information to the user during the payment services", approved by the Order of the President of the National Bank of Georgia No.1/04, dated January 6, 2016, as well as information on the terms of the framework agreement, which is available 24/7 on the Website www.tbcpay.ge

Supervisory Bodies:

National Bank of Georgia, web-page: www.nbg.gov.ge

Financial Monitoring Service of Georgia, web-page: www.fms.gov.ge

Please note:

The supervisory Bodies shall not be in any case responsible for improper performance of our obligations.

This agreement is concluded and regulated in Georgian language.