

Procedure for Receiving and Considering Claims

1. Introduction

- 1.1. This procedure for receiving and considering claims (hereinafter referred to as "the Procedure") regulates the process of registering a claim and managing registered claims from clients of JSC Hash Bank. It defines the rules established in this process and outlines the rights and duties of the relevant individuals.
- 1.2. Any client of the Bank has the right to express a claim if they consider that the decision, action, or behavior directed at them is unfair and causes their disagreement.
- 1.3. The Bank is obligated to consider the client's claim regardless of the time elapsed since the issue mentioned in the claim occurred.
- 1.4. The management of customer claims is carried out by the department responsible for claim management (hereinafter referred to as the "**Claims Management Department**").

2. Definition of Terms

For the purposes of this Procedure, the subsequent terms have the following definitions:

- 2.1. The **Bank** — JSC Hash Bank.
Legal form: Joint stock company;
Identification number: 405555359;
Physical address: Georgia, Tbilisi city, Vake district, Vazha-Pshavela avenue, No. 71, Office No. 21, 4th floor, Block I, Number 11,10;
Registration/licensing form at the National Bank of Georgia: Commercial bank;
Registered address: Georgia, Tbilisi city, Vake district, Vazha-Pshavela avenue, No. 71, Office No. 21, 4th floor, Block I, Number 11,10;
Contact phone number: +995 32 2801 177.
- 2.2. **Person** — an individual or legal entity, or an organizational entity that is not a legal entity.
- 2.3. **Client** — a recipient of banking products and/or services, or an individual or legal entity (or an organizational entity that is not a legal entity) with such intention.
- 2.4. **Claim** — any statement of the client (in the form determined by the Procedure) by which the client expresses dissatisfaction, disagreement, or complaint against the Bank and/or any of its products/services. The client may request the elimination of a defect/flaw in the service, a change in the bank's decision, dispute the Bank's performance of obligations, indicate receipt of incorrect information, or request proof. The claim may also address unethical, dishonest, or other types of action/treatment by the Bank, including the behavior of the Bank's employees while providing services.
- 2.5. **Response letter** — a letter and/or response prepared by the Bank (in the appropriate form established by this Procedure), which defines the Bank's position on the client's claim.
- 2.6. **Card instrument** — a payment instrument, including a payment card, mobile phone, computer, or other technological device, on which the corresponding payment application is installed/integrated, and through which the client can initiate card operations.
- 2.7. **Digital payment channel** — Internet/mobile banking system (if any).

3. Claim Submission Process

- 3.1. When a **client** wishes to file a **claim**, the relevant **Bank** employee must provide them with a written or electronic form for submitting the **claim**. If the **client** makes a verbal **claim**, the relevant

employee must offer an alternative by allowing the **client** to express the claim in a standard or free-form written or electronic format.

3.2. **Clients** can submit a **claim** through the following methods and channels:

3.2.1. Written — by sending a **claim** to the **Bank's** legal address in either a standard written form or a free written form. The standard form for a written **claim** is provided in Annex 1 of this Procedure.

3.2.2. Electronic — via the **Bank's digital payment channel**, the **Bank's** website www.hashbank.ge, or the **Bank's** official Facebook page.

3.2.3. Verbal — by filing a **claim** through the **Bank's** call center at the following number: +995 32 280 11 77.

3.2.4. Through the ChatBot integrated on the **Bank's** website.

3.3. **Clients** also have the right to file a **claim** against the Bank with the National Bank of Georgia.

4. **Responding to a Claim**

4.1. Upon receipt of the **claim**, except in cases of verbal submissions, the **Bank** will acknowledge receipt of the **claim** to the client in writing or electronically, depending on the form in which the **client** has submitted the claim.

4.2. Following registration of the **claim**, the **client** will receive additional notification regarding the **claim**, its factual circumstances, and the time frames for its revision, which shall not exceed 1 month. Moreover, if an extended period is required for reviewing the **claim**, the client will be informed accordingly in accordance with this Procedure.

4.3. Upon registration of the **claim**, the relevant employee receiving the **claim** forwards it to the **Claims Management Department**.

4.4. The relevant employee of the **Claims Management Department** is obligated to investigate the circumstances outlined by the **client** in the **claim**. If necessary, they will contact the employee who received the **claim** or the **client** directly. Furthermore, the relevant employee of the **Claims Management Department** is authorized to request additional information from other structural units of the **Bank**, including electronic copies of documentation signed with the **client** or related to it, etc., to facilitate the investigation of the **claim**.

5. **Exceptions to Claim Acceptance**

5.1. The **Bank** reserves the right not to accept the **client's** claim if:

5.1.1. The **Bank** has already reviewed the same claim from the same **client** in written or electronic form, and there are no additional significant facts or circumstances regarding the issue.

5.1.2. The **client's claim** pertains to the **Bank's** refusal to provide a financial product, except in cases where the **Bank** is obligated to provide the product.

5.1.3. The basis for the **claim** is the interruption or refusal to provide a service in cases where it was mandated by applicable legislation, including the Law of Georgia on Facilitating the Prevention of Money Laundering and the Financing of Terrorism.

6. **Deadlines for Claim Consideration**

6.1. The relevant employee of the **Claims Management Department** sends a response letter to the **client** within 1 month from the filing of the **claim** and, if necessary, from the identification of the **client** (except where otherwise established by this Procedure). The response is sent in writing or electronically (in agreement with the customer and/or identical to the method of filing the **claim**), or in the case of an oral claim, it is communicated by telephone through the call center. The response will contain the results of the issue study and, where possible, offer conditions for the resolution of the **claim**.

- 6.2. The **response letter** should include the results of the **claim** investigation and the terms of resolution.
- 6.3. If, due to the complexity of the **claim**, more than 1 month is needed to consider and respond to it, the relevant employee of the **Claims Management Department** should inform the **client** accordingly and provide the final deadline for consideration and response.
- 6.4. **Claims** made by the **Bank's card instrument** owners regarding a performed operation must be considered no later than 20 working days after submission. If, due to reasons beyond the **Bank's** control, it is not possible to consider the **claim** and make a decision within this period, the **Bank** will inform the owner of the **card instrument** about the valid reason behind the delay and provide a new deadline. The decision-making deadline for a **claim** and notifying the **card instrument owner** shall not exceed 55 working days from the date of **claim** receipt.
- 6.5. If the **claim** pertains to an amount that, according to the rules of the international card scheme (Visa, Mastercard, and others), may be disputed or is already under dispute, the **Bank** will handle such **claim** in line with the conditions outlined by the relevant card scheme (including its established deadlines). Additionally, the **client** will incur a corresponding commission set for dispute resolution. In such cases, the **Bank** will also assist the **client** in filling out the relevant dispute application, which specifies the necessary information for dispute consideration according to the rules of the international card scheme.
- 6.6. Claims from **card instrument** issuers regarding unauthorized operations within the **Bank's** acquiring network with Georgian **card instruments** issued by the mentioned issuer will be reviewed and resolved by the **Bank** within 15 working days of receipt. If there are objective reasons and with the issuer's agreement, the time frame can be extended up to 25 working days after receiving the request. Communication with the **card instrument issuer** is conducted through the channel used by the issuer to contact the **Bank**.
- 6.7. **Response letters** are sent to the **client's** address/email indicated in their application, or agreed between Client and the Bank, or in the same method as Client filed the Claim.

7. **Documentation and Reporting of Claims**

- 7.1. The **Claims Management Department** ensures the registration and documentation of received **claims**, excluding cases of oral submissions. These records must contain the following essential details:
 - 7.1.1. **Claimant** user information;
 - 7.1.2. Nature of the **claim**;
 - 7.1.3. Content of the **Bank's** response;
 - 7.1.4. Measures taken to address the issue outlined in the claim and the final outcome.
- 7.2. Upon request from the National Bank of Georgia, the **Claims Management Department** will submit the aforementioned records, containing comprehensive information, to the National Bank of Georgia within one week of the request. If failure to deliver the information within this time frame is due to reasons beyond the **Bank's** control, the **Bank** should inform the National Bank of Georgia of the delay reason and the estimated deadline for providing the information, also within one week.
- 7.3. The **Claims Management Department** submits a monthly statistical report on consumer **claims** to the National Bank of Georgia, following the format and guidelines set forth in the rules on consumer rights protection during financial services provision (including electronic submission to the relevant contact email of the National Bank of Georgia and uploading to the electronic portal).

8. **Dispute Resolution Commission of the National Bank of Georgia**

- 8.1. Individuals using payment services, as well as legal entities and organizational entities without legal status but meeting the criteria established by the National Bank of Georgia, have the right to lodge a complaint against a Bank with the Dispute Resolution Commission of the National Bank of Georgia (hereinafter referred to as the "Commission") only if their complaint to the Bank is not fully addressed (including cases of non-response) or only partially addressed within the stipulated time frame. Consumers under this clause are entitled to approach the Commission if the disputed value in the complaint does not exceed 50,000 GEL or the equivalent in foreign currency. Consumers also have the right to seek recourse through the court system without involving the Commission.
- 8.2. In the scenario outlined in the preceding paragraph, users are entitled to lodge a complaint with the Commission no later than 6 months from the date of the initial complaint filed with the payment service provider.
- 8.3. The Dispute Resolution Commission will resolve disputes at no cost.

9. Administering the Procedure and Making Changes

- 9.1. The **Claims Management Department** shall oversee the administration of this Procedure.
- 9.2. The **Bank** is authorized to make changes and additions to this document periodically.
- 9.3. Any updates to the document, along with the date of modification, will be posted on the Bank's website.